

FORMULA B @ 15:47  
(as varied)  
DAVID HUGHES  
ALEEM KHAN  
LEE STONE

Dated 25 SEPTEMBER 2020

(1) **THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF BARNET**

- and -

(2) **COUNTRYSIDE PROPERTIES (UK) LIMITED**

- and -

(1) **LONDON & QUADRANT HOUSING TRUST**

- and -

(2) **COUNTRYSIDE PROPERTIES (HOLDINGS)  
LIMITED**

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## **Fifth Supplemental Agreement**

to the

**Regeneration Agreement dated 1 October 2012  
relating to Dollis Valley, Barnet, London**

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THIS AGREEMENT is made the 25<sup>th</sup> day of SEPTEMBER 2020

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of the North London Business Park, Oakleigh Road South, London N11 1NP ("**Council**")
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("**Partner**")
- (3) **LONDON & QUADRANT HOUSING TRUST** London & Quadrant Housing Trust a Registered Society registered under s1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30441R) whose registered office is at 29-35 West Ham Lane, Stratford, London E15 4PH ("**Registered Provider**"); and
- (4) **COUNTRYSIDE PROPERTIES (HOLDINGS) LIMITED** (company number 5555391) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("**Guarantor**").

**RECITALS**

- (A) The Parties entered into the Regeneration Agreement for the regeneration and development of the Regeneration Site.
- (B) The Parties entered into the First Supplemental Agreement to discharge pre-conditions under the Regeneration Agreement and to allow the Building Lease of Regeneration Phase 1 to be granted.
- (C) The Parties entered into the Second Supplemental Agreement providing for the grant of the Building Lease of Regeneration Phase 2a.
- (D) The Parties entered into the Third Supplemental Agreement to enable full vacant possession of regeneration Phase 2 to be achieved and to deal with the issues of stamp duty land tax between the Council, the Partner and third party residents.
- (E) The Parties entered into the Fourth Supplemental Agreement to clarify the terms of the Regeneration Agreement and CPO Indemnity Agreement and to enable the Council to direct acquisition of the Properties and any Non Residential Land Interest by the Council
- (F) The Partner has completed Regeneration Phase 1 and Regeneration Phases 2a and Regeneration Phase 2b at the Regeneration Site.
- (G) For the purposes of Regeneration Phase 3 only, the Parties have agreed to vary the structure of drawdown under the Regeneration Agreement and also waive any outstanding Phase Conditions.
- (H) The Parties have agreed to enter into the Fifth Supplemental Agreement to vary the Regeneration Agreement (on the terms set out in Schedule 1 Part 1 as to the whole and on the terms set out in Schedule 1 Part 2 in respect of Phase 3 only) to enable:
  - (i) the Council to grant the Partner a Building Licence over the whole of Regeneration Phase 3 on the Works Date and a Building Lease for Parcel 1 on the Works Date;
  - (ii) no payment is required on the grant of the Building Licence;
  - (iii) the Partner shall pay the Phase 3 Price in accordance with the Payment Profile on the grant of the Building Lease for each Parcel;
  - (iv) following the grant of the Building Lease of a Parcel, the surrender of those parts of

Building Lease that are Freehold Houses and its simultaneous transfer to the Partner or an intended occupier of the Freehold House;

- (l) The Registered Provider and Guarantor have agreed to join in this Fifth Supplemental Agreement to record their agreement and consent to the variations to the Regeneration Agreement.

**AGREED TERMS:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Fifth Supplemental Agreement the following words and expressions have the following meanings:

<b>Building Lease</b>		Has the meaning given to it in the Regeneration Agreement
<b>Declaration</b>		means a declaration in a form complying with the requirements of schedule 4 to the Order;
<b>Existing Leases</b>		means those leases registered under title numbers <del>AGL133834</del> , AGL138624, <del>AGL145242</del> , AGL350155, AGL401493, NGL569477, NGL615419, <del>NGL649852</del> , NGL627731, <del>NGL629719</del> , NGL640980, <del>NGL655076</del> and NGL657949
<b>Fifth Supplemental Agreement</b>		means this agreement together with any amendment or variation to it.
<b>Notice</b>		means a notice complying with the requirements of schedule 3 to the Order;
<b>the Order</b>		means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
<b>Parcel</b>		means either Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6 or Parcel 7 and <b>Parcels</b> means all of them
<b>Parcel 1</b>		means all that land indicatively shown hatched in green and hatched red on the plan marked "Parcel 1" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 38 residential units together with the land shown edged and hatched red.
<b>Parcel 2</b>		means all that land indicatively shown hatched in orange on the plan on the plan marked "Parcel 2" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 8 residential units
<b>Parcel 3</b>		means all that land indicatively shown hatched in mauve on the plan on the plan marked "Parcel 3" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 6 residential units
<b>Parcel 4</b>		means all that land indicatively shown hatched in purple on the plan on the plan marked "Parcel 4" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 9 residential units

*AKC*

<b>Parcel 5</b>	means all that land indicatively shown hatched in green on the plan on the plan marked "Parcel 5" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 4 residential units
<b>Parcel 6</b>	means all that land indicatively shown hatched in green on the plan on the plan marked "Parcel 6" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 22 residential units
<b>Parcel 7</b>	means all that land indicatively shown hatched in yellow on the plan on the plan marked "Parcel 7" annexed to Schedule 7 of this Fifth Supplemental Agreement comprising 50 residential units
<b>Parties</b>	means the parties to the Regeneration Agreement and this Fifth Supplemental Agreement
<b>Payment Profile</b>	means the table annexed to Schedule 2 of this Fifth Supplemental Agreement
<b>Phase 3 Price</b>	means the sum to be paid for each Parcel in accordance with the Payment Profile
<b>Regeneration Agreement</b>	means the agreement dated 1 October 2012 made between the Parties as varied by the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement and the Fourth Supplemental Agreement together with any variation and amendment to any of them

- 1.2 Words and phrases defined in the Regeneration Agreement shall (unless otherwise stated in this Fifth Supplemental Agreement) bear the same meaning when used in this Fifth Supplemental Agreement so far as they are not inconsistent with the other clauses in this Fifth Supplemental Agreement and have not been modified or excluded by any of the other clauses in this Fifth Supplemental Agreement and the Schedule.
- 1.3 Clause headings shall not affect the interpretation of this Fifth Supplemental Agreement and are inserted for convenience only.
- 1.4 References to a party to this Fifth Supplemental Agreement include references to each person comprising that party (where applicable).
- 1.5 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Fifth Supplemental Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.6 In the event of a conflict between the provisions of this Fifth Supplemental Agreement and the Regeneration Agreement, this Fifth Supplemental Agreement shall prevail.

## **2. INCORPORATION OF THE REGENERATION AGREEMENT**

- 2.1 This agreement is supplemental to the Regeneration Agreement which is incorporated herein by reference.
- 2.2 The Parties agree with each other to vary the terms of the Regeneration Agreement subject only to clause 4 below.

### 3. VARIATION

In consideration of ten pounds (£10) (plus any value added tax) now paid by Partner to the Council of which the Council acknowledges receipt, the parties agree that the Regeneration Agreement will be varied with immediate effect in the manner set out in Part 1 of the Schedule and in relation to Regeneration Phase 3 only in the manner set out in Part 2 of the Schedule and will from the date of this Fifth Supplemental Agreement take effect and be read and construed accordingly.

### 4. GUARANTEE

- 4.1 The Guarantor guarantees to the Council all the obligations of the Partner in this Fifth Supplemental Agreement as primary obligor and shall indemnify the Council in respect of all Liabilities incurred by the Council as a result of a breach by the Partner of the obligations of the Partner in this Fifth Supplemental Agreement
- 4.2 The liability of the Guarantor shall not be affected in any way by :
- 4.2.1 any time or waiver given by the Council to the Partner;
  - 4.2.2 any delay or omission by the Council in enforcing compliance by the Partner with its obligations under this Fifth Supplemental Agreement;
  - 4.2.3 any variation of this Fifth Supplemental Agreement;
  - 4.2.4 any legal limitation, incapacity or the Partner becoming insolvent pursuant to an Insolvency Event;
  - 4.2.5 any other act, omission or thing which would (apart from an express release in writing of the Guarantor) release or diminish the liability of the Partner under this Fifth Supplemental Agreement.
- 4.3 Notwithstanding any other provision in this clause, the Guarantor's total liability (which includes extent and duration) to the Council pursuant to any covenant or guarantee herein shall be no greater than the Partner's total liability (including without limitation all interest and costs) under or arising from the terms of this Fifth Supplemental Agreement or otherwise taking into account any defence or right of set-off available to the Partner.

### 5. DECLARATIONS AND AGREEMENTS

- 5.1 The Parties agree and acknowledge that the conditions of clause 6.2 of the Regeneration Agreement are satisfied or have been waived as the case may be in respect of Regeneration Phase 3 and the Works Notice has been served in respect of Regeneration Phase 3.
- 5.2 The Parties agree that with respect to the Regeneration Phase 3, the combined sum of the column labelled "Land Value Apportionment" in the Payment Profile for each Parcel shall be the total of the Phase 3 Price, being [REDACTED] (£ [REDACTED]).
- 5.3 The Parties agree that on grant of the Building Lease for:
- 5.3.1 Parcel 1, the Partner shall pay to the Council the sum for Parcel 1 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 1;
  - 5.3.2 Parcel 2, the Partner shall pay to the Council the sum for Parcel 2 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 2;
  - 5.3.3 Parcel 3, the Partner shall pay to the Council the sum for Parcel 3 as set out under the column labelled "Land Value Apportionment" in the Payment

Profile being the Council Land Value for Parcel 3;

- 5.3.4 Parcel 4, the Partner shall pay to the Council the sum for Parcel 4 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 4;
  - 5.3.5 Parcel 5, the Partner shall pay to the Council the sum for Parcel 5 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 5;
  - 5.3.6 Parcel 6, the Partner shall pay to the Council the sum for Parcel 6 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 6; and
  - 5.3.7 Parcel 7, the Partner shall pay to the Council the sum for Parcel 7 as set out under the column labelled "Land Value Apportionment" in the Payment Profile being the Council Land Value for Parcel 7.
- 5.4 The Parties agree that in respect of Regeneration Phase 3, the Building Licence is to be granted on the date hereof no sums are required to be paid by the Partner to the Council in relation to grant of the Building Licence for the Regeneration Phase 3.
- 5.5 The Parties agree that all Council's Costs due shall be paid directly by the Partner to the Council on receipt of a valid invoice or invoices (which shall be provided no more frequently than once each quarter).

## 6. FURTHER DECLARATIONS

- 6.1 The Regeneration Agreement will remain in full force and effect as varied by this Fifth Supplemental Agreement and for the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 the full terms of the Agreement (as so varied) are deemed to be restated and incorporated in this Fifth Supplemental Agreement.
- 6.2 Where any obligation under the Regeneration Agreement has been complied with before the date of this Fifth Supplemental Agreement, it is deemed to be complied with for the purposes of this Fifth Supplemental Agreement and need not be complied with again.
- 6.3 Where any notice under the Regeneration Agreement has been given before the date of this Fifth Supplemental Agreement, it is deemed to have been given for the purposes of this Fifth Supplemental Agreement and need not be given again.
- 6.4 All time periods in the Regeneration Agreement that are calculated by reference to the date of the Regeneration Agreement shall be calculated by reference to the date of the Regeneration Agreement and not the date of this Fifth Supplemental Agreement unless specifically stated otherwise in this Fifth Supplemental Agreement.

## 7. SECURITY OF TENURE STATEMENT SURRENDER OF EXISTING LEASES

- 7.1 The Council and Partner agree pursuant to section 38A(2) of the Landlord and Tenant Act 1954 (the 1954 Act) that the tenancies created by the Existing Leases will be surrendered in accordance with the provisions of this Agreement.
- 7.2 Partner's Notice and Declaration made in respect of the Existing Leases
  - 7.2.1 The Partner hereby confirms that before the date of this Agreement:
    - 7.2.1.1 the Council served on the Partner a Notice in relation to this Agreement and the variation to the Existing Leases; and
    - 7.2.1.2 the Partner, or a person duly authorised by the Partner, in relation to the Notice made a Declaration dated { 25 September } 2020 which applies to each of the Existing

Leases.

**7.3 Declarer's capacity**

The Partner further confirms that, where the Declaration was made by a person other than the Partner, the declarant was duly authorised by the Partner to make the Declaration on the Partner's behalf.

**8. SECURITY OF TENURE STATEMENT SURRENDER OF BUILDING LEASE**

**8.1** The Council and Partner agree pursuant to section 38A(2) of the Landlord and Tenant Act 1954 (the 1954 Act) that part of the tenancy created by the Building Lease will be surrendered in accordance with the provisions of this Agreement.

**8.2** Partner's Notice and Declaration made in respect of the Deed of Surrender

**8.2.1** The Tenant hereby confirms that before the date of this Agreement:

**8.2.1.1** the Council served on the Partner a Notice in relation to this Agreement and the variation of the Building Lease; and

**8.2.1.2** the Partner, or a person duly authorised by the Partner, in relation to the Notice made a Declaration dated { *25 September* } 2020.

**8.3** Declarer's capacity

The Partner further confirms that, where the Declaration was made by a person other than the Partner, the declarant was duly authorised by the Partner to make the Declaration on the Partner's behalf.

**9. COSTS**

Each Party shall be responsible for its own costs in connection with the preparation, negotiation and completion of this Fifth Supplemental Agreement.

**10. CONTINUING EFFECT**

The Parties hereby declare that except as varied by this Fifth Supplemental Agreement, the Regeneration Agreement shall remain in full force and effect.

**11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties expressly agree that a person who is not a party to this Fifth Supplemental Agreement shall not have the right to enforce any term or terms of this Fifth Supplemental Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

**12. GOVERNING LAW AND JURISDICTION**

The provisions of the Regeneration Agreement as to governing law and jurisdiction shall apply also to this Fifth Supplemental Agreement.

**AS WITNESS** this agreement has been executed as a deed by or on behalf of the Parties by their duly authorised representatives on the date first before written

**EXECUTION PAGE**

**THE COMMON SEAL** of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** was hereunto affixed in the presence of the following as authorised by Article 11.5 of the Constitution published in January 2018 and updated January 2020:

.....

Chief Executive

Director of Assurance

Monitoring Officer

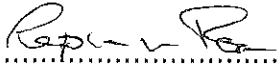
Head of Governance

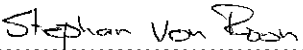
Officer with delegated authority

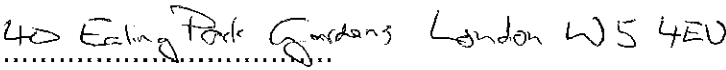
**Executed as a Deed by COUNTRYSIDE PROPERTIES (UK) LIMITED** acting by a director in the presence of:

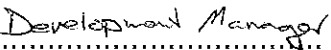


.....  
Director

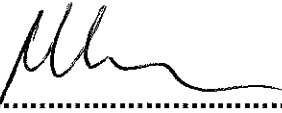
  
.....  
Signature of Witness

  
.....  
Name of witness

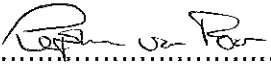
  
.....  
Address of witness


  
.....  
Occupation of witness

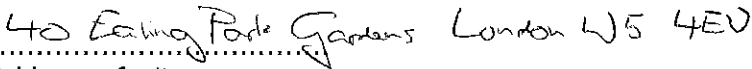
**Executed as a Deed by COUNTRYSIDE PROPERTIES (HOLDINGS) LIMITED** acting by a director in the presence of:




.....  
Director

  
.....  
Signature of Witness

  
.....  
Name of witness

  
.....  
Address of witness

  
.....  
Occupation of witness

**Executed as a Deed by LONDON &  
QUADRANT HOUSING TRUST** acting by its  
attorney [ ] under a power  
of attorney in in the presence of:

.....  
London & Quadrant Housing Trust by its  
attorney

Signature of witness.....

Name of witness.....

Address of witness.....

Occupation of witness

**SCHEDULE 1**  
**VARIATIONS TO THE REGENERATION AGREEMENT**

**PART 1**  
**Variations in relation to the whole of the Regeneration Site**

1. The definition of **Affordable Housing Agreement** in clause 1 of the Regeneration Agreement shall be deleted and replaced with the following

***Affordable Housing Agreement** means one or more agreements between the Partner and RP to be entered into on the date hereof and/or at any time thereafter for the sale and purchase of the Affordable Homes and Community Facilities together with any amendments, variations and replacements to it which for the avoidance of doubt shall be made subject to clause 21 of this Agreement;*

2. The definition of **Building Lease** in clause 1 of the Regeneration Agreement shall be deleted and replaced with the following

***Building Lease** means any or all of the leases granted by the Council to the Partner in the form set out in Schedule 3 of the Fifth Supplemental Agreement to facilitate the demolition and development of the relevant Parcel following the service of a Works Notice;*

3. The insertion of the following new definition of **Deed of Surrender** in clause 1 of the Regeneration Agreement after the definition of Decanting Plan and before the definition of Delay Event:

***Deed of Surrender** means the deed of surrender substantially in the form annexed to Schedule 5 of the Fifth Supplemental Agreement together with any amendments the Partner may propose and the Council accepts (acting reasonably and without delay)*

4. The insertion of the following new definition of **Fifth Supplemental Agreement** in clause 1 of the Regeneration Agreement after the definition of Family Mosaic Homes and before the definition of Financial Delay Period:

***Fifth Supplemental Agreement** means the fifth agreement dated [       ] September 2020 made between the Parties that varied the Regeneration Agreement*

5. The insertion of the following new definition of **Freehold House** in clause 1 of the Regeneration Agreement after the definition of Force Majeure Event and before the definition of Future Phase:

***Freehold House** means any Private Sale Home that is a House and to be transferred by the Council to the Partner or third party in the form of the Transfer*

6. The insertion of the following new definition of **Transfer** in clause 1 of the Regeneration Agreement after the definition of Force Majeure Event and before the definition of Future Phase:

***Transfer** means the transfer substantially in the form annexed to Schedule 6 of the Fifth Supplemental Agreement together with any amendments the Partner may propose and the Council accepts (acting reasonably and without delay)*

7. The definition of "**Transfer Sum**" shall have added to it at the end the following words:

*And in respect of Phase 3 only, the Transfer Sum shall be apportioned to each Parcel as set out in the Payment Profile in the column labelled "CPO Payment Apportionment"*

8. The definition of **Regeneration Phase 3** in clause 1 of the Regeneration Agreement shall be deleted and replaced with the following

**Regeneration Phase 3** means the whole of phase 3 of the Regeneration Site comprising Parcels 1-7 inclusive as defined in the Fifth Supplemental Agreement

## PART 2

### Variations in relation to the Regeneration Phase 3 only:

9. The insertion of a new clause 59.5 as follows after clause 59.4 and before clause 60 of the Regeneration Agreement:

**59.5** *The Partner shall offer any Qualifying Resident Leaseholder currently in occupation on the land comprising Regeneration Phase 5 a completed unit in Regeneration Phase 3 (excluding Parcel 1 of Regeneration Phase 3), such offer to be otherwise in accordance with the relevant Leaseholder Option Agreement and if the offer is accepted, the Partner shall use reasonable endeavours to vary the Leaseholder Option Agreement accordingly.*

10. The insertion of the following new definition of **Building Licence** in clause 1 of the Regeneration Agreement after the definition of Building Lease and before the definition of CABE:

**Building Licence** means the Building Licence substantially in the form annexed to Schedule 3 of the Fifth Supplemental Agreement together with any amendments the Partner may propose and the Council accepts (acting reasonably and without delay)

11. The definition of **Direct Agreement** in clause 1 of the Regeneration Agreement shall be deleted and replaced with the following

**Direct Agreement** means the agreement to be made between the Council, the Partner, the RP, the Guarantor and the Partner's Funder substantially in the form of the draft annexed at Schedule 26 under which the Partner's Funder is afforded the opportunity to step into the Partner's shoes under this Agreement and/or any Building Licence and/or any Building Lease and/or the Affordable Housing Agreement and/or any Building Contract placed by the Partner with the Contractor and/or the appointment of any member of the Professional Team;

12. The definition of **Works Date** in clause 1 of the Regeneration Agreement shall be deleted and replaced with the following

**Works Date** means 25 September 2020 or earlier by agreement in respect of Regeneration Phase 3

13. The replacement of the words **Building Lease** with the word **Building Licence** in following:

- a. The definition of Actual Start Date in clause 1 of the Regeneration Agreement;
- b. The definition of Existing Phase in clause 1 of the Regeneration Agreement;
- c. The definition of Phase Conditions in clause 1 of the Regeneration Agreement;
- d. Clause 4.2 of the Regeneration Agreement;
- e. Clause 6.7 and 6.8;

14. The insertion of the following new definition of **Lease Notice** in clause 1 of the Regeneration Agreement after the definition of Latest Financial Model and before the definition of Market Value:

**Lease Notice** means written notice by the Partner to the Council served in accordance with clause 6B and which notice shall include a date for completion of a Building Lease for the relevant Parcel which shall be no less than 20 Working Days from the date on which the Lease Notice is served and (subject to the completion of the relevant Building Lease) no later than the Relevant Parcel Longstop Date save in respect of Parcel 1 where the Building Lease

shall be completed on 25<sup>th</sup> September 2020.

15. The deletion of clause 6.6 of the Regeneration Agreement and its replacement with the following:
  - 6.6 *Subject as hereinbefore provided on the Works Date the Council will grant to the Partner a Building Licence for the relevant Regeneration Phase and a Building Lease in respect of Parcel 1 and such Building Licence shall be substantially in the form set out in Schedule 4 of the Fifth Supplemental Agreement and such Building Lease shall be substantially in the form set out in Schedule 3 of the Fifth Supplemental Agreement.*
16. The insertion of the following new definition of **Payment Profile** in clause 1 of the Regeneration Agreement :

**Payment Profile** means the table annexed to Schedule 2 of the Fifth Supplemental Agreement
17. The insertion of the following new definition of **Relevant Parcel Longstop Date** in clause 1 of the Regeneration Agreement:

**Relevant Parcel Longstop Date** means, in respect of each Parcel, the last working day of the month shown in the column entitled "Payment Date" in the Payment Profile.
18. The deletion of clause 6.9 of the Regeneration Agreement and its replacement with the following:
  - 6.9 *The Building Licence for Regeneration Phase 3 and Building Lease for Parcel 1 (as defined in the Fifth Supplemental Agreement) shall be completed on the Works Date.*
19. The inclusion of the words "*and/or Building Licence*" after the word "Building Lease" and before the word "of" in clause 25.2.4 of the Regeneration Agreement
20. The inclusion of the words "*and Building Licence*" after the word "Building Lease" and before the word "for" and the words "or terminated" following the word "forfeited" in clause 25.2.11 of the Regeneration Agreement
21. The deletion of paragraph 4.1.6 of Schedule 2 of the Fourth Supplemental Agreement and its replacement with the following:
  - 4.1.6 The Partner shall, as a pre-condition to the completion of the Building Lease for the relevant Parcel (as defined in the Fifth Supplemental Agreement) pay to the Council the relevant part of the Transfer Sum to be paid for that Parcel in the proportions set out in the Payment Profile (as defined in the Fifth Supplemental Agreement).
22. The inclusion of the words "*and Building Licence*" after the word "Building Lease" in paragraph 4.1.9 of Schedule 2 of the Fourth Supplemental Agreement
23. The insertion of new clause 6B as follows after clause 6A.1 and before clause 7 of the Regeneration Agreement:

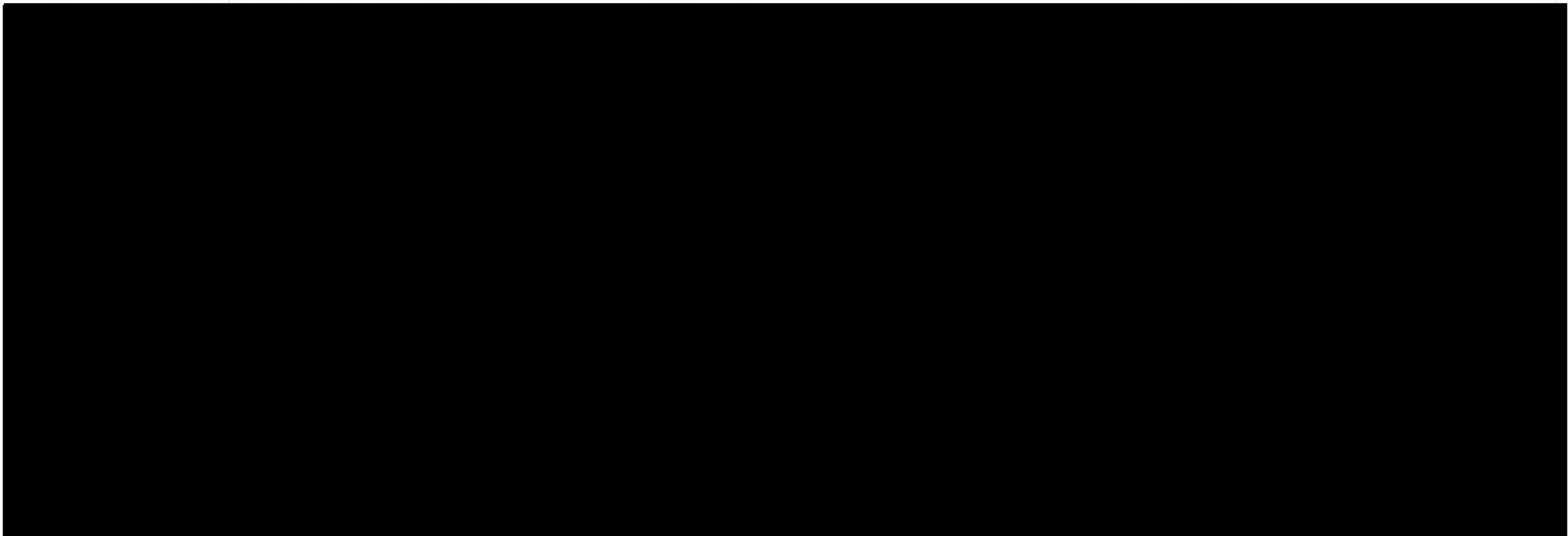
**6B REGENERATION PHASE 3 BUILDING LEASE**

  - 6B.1 At any time following the grant of the Building Licence for Regeneration Phase 3, but prior to Practical Completion of that Phase, the Partner shall serve a Lease Notice on the Council in respect of each Parcel (as defined in the Fifth Supplemental Agreement).
  - 6B.2 The Lease Notice shall be accompanied with the engrossment Building Lease for the relevant Parcel (as defined in the Fifth Supplemental Agreement).
  - 6B.3 Subject to payment of the relevant Transfer Sum, the Building Lease for each

relevant Parcel shall be completed on the date specified in the Lease Notice and on completion of the Building Lease, the Partner shall pay the Council sums due in accordance with clause 5.3 of the Fifth Supplemental Agreement.

24. The deletion of the words "which is to be entered into on the date hereof" at the end of clause 2.1.7 of the Regeneration Agreement.

**SCHEDULE 2  
PHASE 3 PRICE**



**SCHEDULE 3  
FORM OF BUILDING LEASE**

**dated**                      **2020**

**The Mayor and Burgesses of the London Borough of Barnet**  
**and**  
**Countryside Properties (UK) Limited**  
**and**  
**London & Quadrant Housing Trust**

**Lease**

**in relation to Parcel 1 Phase 3 land at Dollis Valley**

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<b>9</b> <b>Forfeiture</b>	<b>5</b>
<b>10</b> <b>No implied easements</b>	<b>6</b>
<b>11</b> <b>Leasehold Titles Surrender</b>	<b>6</b>
<b>12</b> <b>Exclusion of warranty</b>	<b>6</b>
<b>First Schedule - (Tenant's Covenants)</b>	<b>7</b>
<b>Part 1 - (Throughout Term)</b>	<b>7</b>
<b>First Schedule</b>	<b>11</b>
<b>Part 2 - (From Implementation until Practical Completion Date)</b>	<b>11</b>
<b>Second Schedule - (Landlord's Covenants)</b>	<b>15</b>
<b>Third Schedule - (Rights Reserved)</b>	<b>16</b>
<b>Fourth Schedule - (Rights Granted)</b>	<b>17</b>
<b>Fifth Schedule</b>	<b>19</b>
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**Prescribed Clauses**

	LR1	<b>Date of Lease</b>	2020
	LR2	<b>Title Number(s)</b>	
		Landlord's title number(s)	NGL277152 and AGL261533
		Other title numbers	Freehold - AGL261533 / P69348 / AGL261606  Leasehold - AGL133834 / AGL138624 / AGL145212 / AGL350155 / AGL401493 / NGL569477 / NGL615419 / NGL619852 / NGL627731 / NGL629719 / NGL640980 /NGL655076 / NGL657949
	LR3	<b>Parties to this Lease</b>	
		Landlord	The Mayor and Burgesses of the London Borough of Barnet of North London Business Park, Oakleigh Road South, London, N11 1NP
		Tenant	Countryside Properties (UK) Limited (Company Number 00614864) whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT
		Registered Provider	London & Quadrant Housing Trust a Registered Society registered under s1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30441R) whose registered office is at 29-35 West Ham Lane, Stratford, London E15 4PH
	LR4	<b>Property</b>	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.  See the definition of "Premises" in Clause 1 of this Lease.  The Property is transferred without the benefit of any existing easements other than those which are expressly referred to in Fourth Schedule of this Lease
	LR5	<b>Prescribed Statements etc.</b>	None.

	LR6	<b>Term for which the Property is leased</b>	The term as specified in this Lease at Clause 1 in the definition of "Term".
	LR7	<b>Premium</b>	See clause 2.
	LR8	<b>Prohibitions or restrictions on disposing of this Lease</b>	None
	LR9	<b>Rights of Acquisition etc.</b>	
		Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None.
		Tenant's covenant to (or offer to) surrender this lease	None.
		Landlord's contractual rights to acquire this lease	None.
	LR10	<b>Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</b>	None.
	LR11	<b>Easements</b>	
		Easements granted by this lease for the benefit of the Property	See the Fourth Schedule of this Lease
		Easements granted or reserved by this lease over the Property for the benefit of other property	See the Third Schedule of this Lease
		<b>Estate Rentcharge burdening the Property</b>	None.
		<b>Application for standard form of Restriction</b>	The Parties to this Lease apply to enter the form of restriction at paragraph 4 of Part 2 of First Schedule against the title of the Property
		<b>Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

**Lease**

**dated**

**2020**

**Parties**

- (1) **London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP (**Landlord**)
- (2) **Countryside Properties (UK) Limited** (Company Number 00614864) whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT (**Tenant**) and
- (3) **London & Quadrant Housing Trust (THE RP)** a Registered Society registered under s1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30441R) whose registered office is at 29-35 West Ham Lane, Stratford, London E15 4PH ("**the RP**")

**Agreed terms**

**1 Definitions**

1.1 In this Lease the additional expressions set out hereunder shall have the respective following meanings:

**Affordable Homes** means the same as in the Agreement;

**Agreement** means the Principal Development Agreement dated 1<sup>st</sup> October 2012 and made between the Landlord (1) the Tenant (2) London & Quadrant Housing Trust (3) and Countryside Properties plc (4) as varied by the Supplemental Agreements and otherwise from time to time by the parties thereto;

**Authorised Disposal** means the same as in the Agreement;

**Community Facilities** means the same as in the Agreement;

**Delay Event** means the same as in the Agreement;

**Dwellings** means those dwellings intended for the exclusive use and occupation of any tenant or occupier;

**Freehold House** means a Private Sale Home which is a House (as defined in Section 183 of the Housing Act 1985);

**Ground Rent** means the periodic payments made by the lessees of Private Sale Homes and reserved as rent under their leases (including any periodic payments made in relation to leases of car parking spaces sold separately to Private Sale Homes);

**House** means a dwelling which is a house as defined in Section 183 of the Housing Act 1985;

**Implementation** means the date the Tenant specifies in written notice to the Landlord as the date it intends to commence the Works in accordance with the Planning Permission or (if earlier) the commencement of the Works in accordance with the Planning Permission by the carrying out on the Premises of a material operation as defined in section 56(4) of the Town & Country Planning Act 1990 and the expression Implemented and Implement shall be construed accordingly;

**Insured Risks** means fire explosion lightning aircraft articles dropped from aircraft storm tempest flood impact riot malicious damage civil commotion earthquake (fire and shock) and bursting and overflowing of water tanks apparatus and pipes and such other risks as the Tenant may acting reasonably choose to insure against;

**Interest Rate** means 4% per annum above the base rate for the time being of Barclays Bank Plc or if no such base rate can be ascertained the base rate of such other bank as the Landlord may from time to time reasonably nominate;

**Leasehold Titles** means all that land registered at the Land Registry under title numbers AGL133834, AGL138624, AGL145212, AGL350155, AGL401493, NGL569477, NGL615419, NGL619852, NGL627731, NGL629719, NGL640980, NGL655076 and NGL657949

**Permitted Use** means use as private and affordable residential accommodation and ancillary facilities

**Plan** means the plan or plans annexed to this Lease;

**Planning Permission** means the detailed planning permission granted in respect of the Works;

**Practical Completion** means the same as in the Agreement insofar as it relates to the Works being carried out on the Premises only;

**Practical Completion Date** means the date of Practical Completion;

**Premises** means all that land and buildings thereon (either now or during the Term) currently known as Parcel 1 Phase 3 land at Dollis Valley registered with freehold title absolute and shown hatched red and green on the Plan;

**Premises Access Roads** means such roads footpaths and public areas which are now or which may within the future be constructed on the Premises for use for the access to and egress from the Retained Land or any part or parts thereof;

**Premises Service Media** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media which are now or which may be constructed on the Premises and serve the Retained Land;

**Private Sale Homes** means those dwellings to be constructed during the regeneration of the Premises and other land pursuant to the Planning Permission which shall be made available for sale on the open market to third parties including shared ownership dwellings where the buyer has stair-cased to 100% ownership;

**Private Sale House** means a Private Sale Home which is a House;

**Regeneration Site** means the same as in the Agreement;

**Retained Access Roads** means such roads footpaths and public areas which are now or which may be constructed on the Retained Land for use for the access to and egress from the Premises or any part or parts thereof;

**Retained Land** means the land adjacent to the Premises at the date hereof in the ownership of the Landlord shown edged {blue} on the Plan and shall include the Surrender Premises One as hereinafter defined in the event that the Surrender Premises One are surrendered to the Landlord pursuant to the terms of the Fifth Schedule;

**Retained Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media which are now or which may be constructed on the Retained Land and serve the Premises;

**RP** means the same as in the Agreement;

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

**Supplemental Agreements** means five agreements supplemental and collateral to the Agreement firstly dated 4 February 2014 and secondly dated 19 June 2015 and thirdly dated 6 August 2015 fourthly dated 23 May 2017 and fifthly dated [ 2020] and all made between the Landlord (1) the Tenant (2) London & Quadrant Housing Trust (3) and Countryside Properties plc (4)

**Term** means nine hundred and ninety nine years from the date hereof;

**Transfer** means the form of freehold plot transfer incorporating estate rent charge provisions annexed hereto under the Seventh Schedule in respect of the Freehold Houses;

**Works** means construction of the works as defined in the Agreement relating to the Premises.

- 1.2 References to statutes bye laws regulations orders and delegated legislation shall include any statute bye law regulation order or delegated legislation re enacting consolidating or made pursuant to the same.
- 1.3 References to Premises shall save where the context requires otherwise include reference to part or parts thereof.
- 1.4 Reference to one gender includes all other genders and vice versa.
- 1.5 References to the singular include the plural and vice versa.
- 1.6 References to persons include individuals companies corporations firms

partnerships government bodies and agencies.

1.7 Titles and headings are for reference only and shall not affect the interpretation of this Lease.

1.8 If any provision in this Lease is held to be illegal void invalid or unenforceable for any reason the legality validity and enforceability of the remainder of this Lease shall not be affected.

## 2 Demise of the Premises

In accordance with the terms of the Agreement and in consideration of the premium of twenty five thousand eight hundred and sixty five pounds (£25,865) paid by the Tenant to the Landlord on the date hereof and the covenants on the part of the Tenant herein contained the Landlord HEREBY DEMISES unto the Tenant with FULL TITLE GUARANTEE ALL the Premises TO HOLD the same unto the Tenant from the date hereof for the Term TOGETHER WITH the rights specified in the Fourth Schedule SUBJECT to all rights reserved out of the Premises specified in the Third Schedule affecting the Premises or any part PAYING the yearly rent of ONE PEPPERCORN (if demanded) on each anniversary of the date of this Lease.

## 3 Tenant's covenants

The Tenant HEREBY COVENANTS with the Landlord to observe and perform:

3.1 the obligations on the part of the Tenant set out in Part 1 of the First Schedule throughout the Term and

3.2 the obligations on the part of the Tenant set out in Part 2 of the First Schedule from Implementation until the Practical Completion Date.

## 4 Landlord's covenants

The Landlord HEREBY COVENANTS with the Tenant as follows:

4.1 That the Tenant observing and performing the several covenants and stipulations on the part of the Tenant herein contained shall peacefully hold and enjoy the Premises during the said Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it;

4.2 To comply with the Landlord's covenants in the Second Schedule.

## 5 RP's Covenants

The RP hereby covenants with the Landlord and the Tenant to observe and perform the covenants in the Sixth Schedule and for the avoidance of doubt the RP shall not by entering into this Lease be bound by any other covenants herein contained.

## 6 General provisions

6.1 If any monies payable under this Lease shall be due but unpaid on the date for payment of the same the Tenant shall pay to the Landlord (or vice versa,

as the case may be) on demand interest thereon at the Interest Rate from the date such monies were due to the date such monies are received by the Landlord (or the Tenant as the case may be) (both dates inclusive) Provided Always that the provisions of this sub clause shall not prejudice any other right or remedy of the Landlord (or the Tenant as the case may be) in respect of any breach of any of the covenants on the part of the Tenant (or the Landlord as the case may be) herein contained.

- 6.2 Any notice herein or by statute required to be served by any of the parties hereto shall be sufficiently served by the relevant party by being left at or sent by post to the intended recipient's principal or registered office for the time being.
- 6.3 All monies payable under the terms of this Lease are paid exclusive of Value Added Tax (if any) and in the event Value Added Tax becomes chargeable on such monies the Tenant will on demand pay the same to the Landlord at the appropriate rate.
- 6.4 The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant shall not by virtue of this Lease acquire or be deemed to have acquired or be entitled to any easement from or over or affecting any other land or premises now or at any time hereafter belonging to the Landlord and not comprised in this Lease.
- 6.5 Notwithstanding the provisions of this Lease the Landlord and all persons authorised by it shall have the power without obtaining consent from or making any compensation to the other to deal as they may think fit with any of the land buildings and hereditaments adjacent adjoining or near to the Premises and to carry out any development thereon in such manner as they think fit.
- 6.6 Nothing in this Lease shall prejudice modify or vary the rights powers and duties of the Landlord in its capacity as the Local Planning Authority or created or conferred by statute and any licence approval or consent required under this Lease shall be in addition to any licence approval or consent required from the Landlord under any statute bye-law order or regulation.

## **7 Contracts (Rights of Third Parties) Act 1999**

Unless the Lease states otherwise the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 upon any party who is not a party to this Lease.

## **8 Jurisdiction**

This Lease shall be governed and construed in accordance with English law and the English courts shall have jurisdiction in relation to any disputes between the Landlord and the Tenant arising out of or related to this Lease.

## **9 Forfeiture**

9.1 If the Tenant does not pay all the rent or does not observe any other condition of this Lease, subject to clause 9.2 below, the Landlord may re-enter the Premises or any part of them in the name of the whole and the Term will end but without prejudice to any claim for any antecedent breach.

9.2 Prior to exercising its right of re-entry, the Landlord shall firstly serve written notice on the Tenant's Funder (as hereinafter defined) specifying the breach and giving the Tenant's Funder a reasonable period within which to remedy the same. Only where the Tenant's Funder fails to remedy the same within such reasonable period shall the Landlord be entitled to exercise its right of re-entry under clause 9.1.

## 10 **No implied easements**

Nothing shall:

10.1 confer on the Tenant any right to the benefit of or to enforce any covenant, condition or agreement relating to any other property belonging to the Landlord;

10.2 limit or affect the right of the Landlord to deal in any manner which the Landlord may think fit with any other property belonging to the Landlord at any time; or

10.3 confer on the Tenant any liberty, privilege, easement, right or advantage whatsoever mentioned or referred to in section 62 of the Law of Property Act 1925 except for those expressly set out in this Lease.

## 11 **Leasehold Titles Surrender**

11.1 In consideration of the grant of this Lease, the Tenant surrenders and yields up to the Landlord, all its estate, interest and rights in the Leasehold Titles and the Landlord accepts the surrender of the Leasehold Titles.

11.2 The residue of the term of years granted by the respective leases of each of the Leasehold Titles shall, so far as it relates to the Leasehold Titles, merge and be extinguished.

11.3 The Landlord releases the Tenant from all the tenant covenants of the respective leases of each of the Leasehold Titles in so far as they relate to the Leasehold Titles and from all liability for any subsisting breach of any of those covenants.

11.4 The Tenant releases the Landlord from all the landlord covenants of the respective leases of each of the Leasehold Titles in so far as they relate to the Leasehold Titles and from all liability for any subsisting breach of any of them.

## 12 **Exclusion of warranty**

The Landlord does not warrant or represent that the Premises may be used for the Tenant's intended use or any other purpose.

**First Schedule**

**(Tenant's Covenants)**

**Part 1**

**(Throughout Term)**

- 1 To pay (if demanded) the reserved rent on the days aforesaid.
- 2 To pay all rates taxes claims assessments and outgoings whatsoever in respect of the Premises now or hereafter imposed or charged upon the owner occupier or otherwise other than those arising from any dealing with the reversionary interests to this Lease.
- 3 To pay and indemnify the Landlord against any Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) at the rate for the time being in force chargeable in respect of any payment made by the Tenant to the Landlord or any person on the Landlord's behalf in connection with or under any of the provisions of this Schedule and any rent payable hereunder.
- 4 To pay all reasonable and proper expenses (including solicitors' costs and surveyor's fees) incurred by the Landlord of and incidental to and in connection with any notices or consents required or given hereunder by the Landlord.
- 5 Upon the receipt of any notice order direction or thing from any competent authority affecting or likely to affect the Premises whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any other person whatsoever the Tenant will so far as such notice order direction or other thing by law requires something to be done or not to be done with respect to the Premises comply with the same at its own expense (or procure that it is complied with).
- 6 At the expense of the Tenant to comply with all present and future Acts of Parliament ("Acts") relating to the Premises or its use and to bear and pay all expenses required or imposed by any such Acts in respect of any works carried out by the Tenant on the Premises or in respect of any user thereof.
- 7 To pay all expenses (including solicitors' costs and surveyor's fees) incurred by the Landlord of and incidental to and in connection with:
  - 7.1 the preparation and service of any notice under Section 146 of the Law of Property Act 1925 properly prepared and served notwithstanding forfeiture is avoided otherwise than by relief granted by the Court; and
  - 7.2 any notices or consents required or given hereunder.
- 8 Where the use of Service Media boundary structures or other things is common to the Premises and Retained Land to be responsible for and to indemnify the Landlord against all proper sums due from and to undertake all

work that is properly the responsibility of the lessee or occupier of the Premises in relation to such matters.

- 9 Not to make connections with Retained Service Media serving the Premises without previously obtaining consent to make such connections from the competent statutory authority or undertaker and/or adjoining landowner.
- 10.1 Not to make future connection to the Retained Service Media which are beyond the capacity and not to discharge any effluent into any Retained Service Media as is harmful or corrosive to the Retained Service Media or causes any obstruction thereto.
- 10.2 Not to cause or permit not to do or omit to do any act the result of which is to cause material damage to or interference (other than temporary) with any of the Retained Service Media.
- 11 By way of indemnity only to observe and perform the covenants and stipulations affecting the freehold title to the Premises in so far as the same are still subsisting and capable of affecting the same.
- 12 User
- 12.1 Not to use the Premises for any dangerous noxious or noisy trade, business or manufacture or occupation nor for any illegal or immoral act or purpose PROVIDED THAT the undertaking of the works in accordance with the terms and requirements of Agreement shall not constitute a breach of this covenant.
- 12.2 From the Practical Completion Date not to use the Premises other than for Permitted Use
- 12.3 To use the Premises in a tenant like manner.
- 13 Alienation
- 13.1 Not to assign or charge part only of this Lease (save as envisaged by the Fifth Schedule)
- 13.2 Within twenty eight days (28) after the date of every mortgage or charge underlease transfer assignment or other disposal of this Lease or any part hereof to give notice in writing to the Landlord and to produce to it upon request the instrument creating such disposal and to pay the Landlord's reasonable legal fees in dealing with such notice
- 14 To impose in any lease of a Dwelling the following covenants (or covenants having the same substantive effect) upon any lessee in a manner ensuring that the benefit and burden of the following provisions bind all future owners of a Dwelling:-
- 14.1 Not to use the Dwelling or permit the same to be used for any purpose whatsoever other than as a residential dwelling only nor to cause permit or suffer anything to happen or occur in the Dwelling which shall cause a nuisance to arise to the owners lessees and occupiers of other properties on

the estate nor to the occupiers owners or lessees of adjoining or neighbouring property nor to use or permit or suffer the premises to be used for illegal or immoral purposes

- 14.2 Not to do or permit or suffer to be done any act or thing which may render void or voidable any policy of insurance covering the Dwelling or any part of the estate or may cause an increased premium to be payable in respect thereof.
- 14.3 Not to throw dirt rubbish or other refuse or permit or suffer the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or attached to the Dwelling;
- 14.4 No piano pianola gramophone wireless television loudspeaker or mechanical or other musical instrument or means of reproduction of sound of any kind shall be played or used nor shall any singing be practised in the Dwelling so as to be audible outside the Dwelling between the hours of eleven p.m. and nine a.m.
- 14.5 No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Dwelling or so to be visible from outside the Dwelling.
- 14.6 Not to leave or place (or allow to be left or placed) on the common areas any object whatsoever and in no circumstances to obstruct or interfere with the free movement of all authorised persons over the roads or pathways.
- 14.7 Not to use any car parking area otherwise than for the parking of a car or motorcycle and in particular: (i) not to permit the parking or storage of any boat, (ii) not to erect or place any structure thereon, (iii) not to abandon any car motorbike van or other vehicle on the car parking area, and (iv) not to carry out any major repairs or any other works to any vehicle on the car parking area.
- 14.8 At least once in every month be responsible for cleaning the windows in the Dwelling.
- 14.9 Not to mutilate or remove the trees and/or shrubs which may be planted within the boundary of the Dwelling and to keep all garden areas tidy.
- 14.10 To perform and observe all conditions contained in any planning permission affecting the Dwelling.
- 14.11 Not to make any material alterations or additions to the exterior of the Dwelling nor to erect any structures or new buildings thereon with the exception of the addition of porches or conservatories to houses.
- 14.12 (In relation to a Dwelling which is not a house) not to use the roof space of any building for any purpose without the landlord's prior written consent.
- 14.13 In relation to any balcony area forming part of the Dwelling to (i) keep the balcony area clean and tidy at all times, (ii) keep the balcony area free of anything that could be a danger to anyone, (iii) not allow any animal to foul the balcony area, and (iv) not light fires, including barbeques, on the balcony area.

- 15 To impose an obligation on any management company/agent an obligation to manage the Premises in accordance with good estate management principles.
- 16 To insure or to procure the insurance of the Premises against loss or damage by the Insured Risks with insurers of good repute in the full reinstatement value together with architects and surveyors and other appropriate professional fees and incidental expenses including the costs of demolition and site clearance
- 17 To impose in every underlease or transfer of every Private Sale Home a covenant on the underlessee or the transferee to pay the Ground Rent (or equivalent rent charge) applicable to the said Private Sale Home to the RP, which shall initially be between £200 and £500 per year and shall be subject to upwards only rent reviews.
- 18 At the end of the Term quietly yield up the Premises to the Landlord with vacant possession (but subject to and with the benefit of any secure tenancies) in a condition consistent with due performance and observance by the Tenant of all of its obligations under this Lease.
- 19 To keep the Premises clean and tidy and clear of all rubbish and not to convert waste on the Premises.
- 20.1 Not to abandon any easements or rights appurtenant to the Premises.
- 20.2 Not to permit any easement or similar right to be acquired against the Premises.

## First Schedule

### Part 2

#### (From Implementation until Practical Completion Date)

In this Schedule, the Fifth Schedule and the definition of Retained Land the following terms shall have the following meanings and all other defined terms shall have the same meanings as ascribed to them in the Agreement:

**Excluded Properties** means such of the dwellings and apartment blocks (if any) which have reached Practical Completion as at the date of the Surrender Notice (as applicable);

**Incoming Developer** means a party serving a step in notice under paragraph 2.3 of Part 2 of this Schedule or any Replacement Developer nominated by such party

**Surrender Notice** means a notice served by the Landlord on the Tenant requesting a surrender of this Lease insofar as it relates to the Surrender Premises One pursuant to this Lease;

**Surrender Premises One** means the Premises excluding the Excluded Properties;

**Tenant's Funder** means Lloyds Bank Plc c/o 25 Gresham Street London EC2V 7HN and/or such other bank or other financial institution having a security interest over this Lease or a mortgagee providing material finance the identity of which has been notified to the Landlord in writing;

#### 1 Tenant's Covenants

- 1.1 The Tenant shall Implement the Regeneration in accordance with the Planning Permission within three months of the grant of this lease provided that such period shall be extended by a delay caused by a Delay Event and the Tenant shall serve notice in writing of its intention to take occupation of the Premises for the purposes of Implementation.
- 1.2 Following Implementation the Tenant shall observe and perform its obligations as developer under the Agreement insofar as it relates to the Premises as if the same were repeated herein (mutatis mutandis) provided that if there is any conflict between the terms of the Agreement and the terms of this Lease then the terms of this Lease shall prevail.
- 1.3.1 The Tenant may not assign or part with the whole or part of this Lease prior to Practical Completion without the written consent of the Landlord (which may be given or withheld in the Landlord's absolute discretion) provided the Tenant may charge or mortgage as security (including a charge or mortgage by the Tenant to the Tenant's Funder) without the Landlord's consent subject to notifying the Landlord in writing and further provided that no consent will be required for any assignment and/or surrender of whole or part of this Lease envisaged pursuant to paragraph 2 of Part 2 of this First Schedule .
- 1.3.2 For the avoidance of doubt the provisions of paragraphs 1.3.1 of Part 2 of the First Schedule shall not in any way prevent the Tenant at any time from entering into an Authorised Disposal.

1.4 Within 14 days after the date of every mortgage or charge underlease transfer assignment or other disposal of this lease or any part thereof to give notice thereof in writing to the Landlord and produce to it on request the instrument creating such mortgage or charge.

## 2 Surrender

2.1 If prior to Practical Completion, the Landlord shall terminate the Agreement in whole pursuant to clause 25 of the Agreement as a consequence of default on the part of the Tenant, within the period of 3 calendar months from the date of termination of the Agreement the Landlord shall be entitled to serve a Surrender Notice on the Tenant

2.2 Prior to service of a Surrender Notice under paragraph 2.1 above, the Landlord shall firstly serve notice of its intention to serve a Surrender Notice ("an Intention Notice") on both the Tenant's Funder and the RP

2.3 The Tenant's Funder and the RP shall have a period of forty (40) working days from service of the Intention Notice within which to notify the Landlord whether one or both of such parties wishes to step into the role of the Tenant under this lease either to develop out the Surrender Premises One ("a Step In of Whole Notice") or merely to develop out such part of the Surrender Premises One on which the Affordable Homes are to be constructed ("a Step In of Affordable Notice")

2.4 Where both the Tenant's Funder and the RP serve a notice pursuant to paragraph 2.3 above:-

2.4.1 First priority shall be given to a Step In of Whole Notice served by the Tenant's Funder

2.4.2 Second priority shall be given to a Step In of Whole Notice served by the RP

2.4.3 Third priority shall be given to a Step In of Affordable Notice served by the Tenant's Funder

2.4.4 Fourth priority shall be given to a Step In of Affordable Notice served by the RP

2.5 Where a Step In of Whole Notice is served under paragraph 2.3:-

2.5.1 The Tenant shall if so required by the Tenant's Funder or the RP (as appropriate) assign its leasehold interest in the Surrender Premises One to the Incoming Developer within fifty (50) working days of the Step In of Whole Notice

2.5.2 Following such assignment, the Incoming Developer shall:-

(a) proceed to develop the Surrender Premises One (as applicable) in accordance with the terms of this lease and

(notwithstanding termination of the same) the Agreement ;  
and

(b) as soon as reasonably practicable enter into such documentation as the Landlord may reasonably request to ensure that the relevant party has a direct contractual relationship with the Landlord

2.5.3 Subject to the relevant party complying with the terms of this paragraph 2 the Landlord's right to call for a surrender pursuant to the terms of the Fifth Schedule shall fall away

2.6 Where a Step In of Affordable Notice is served under paragraph 2.3:-

2.6.1 the Tenant within fifty (50) working days of the Step In of Affordable Notice shall if so required by the Tenant's Funder or the RP (as appropriate) assign to such party such part of its leasehold interest in the Surrender Premises One on which the Affordable Homes are to be constructed

2.6.2 Following such assignment, the Incoming Developer shall:-

(a) proceed to develop the Affordable Homes on the Surrender Premises One (as applicable) in accordance with the terms of this lease and (notwithstanding termination of the same) the Agreement; and

(b) as soon as reasonably practicable enter into such documentation as the Landlord may reasonably request to ensure that the relevant party has a direct contractual relationship with the Landlord

2.6.3 The Landlord shall be entitled to serve on the Tenant a Surrender Notice relating to the Surrender Premises One less such part as is to be developed pursuant to the Step In of Affordable Notice and upon service of such Surrender Notice the Tenant shall surrender to the Landlord this Lease in so far as it relates to such premises in accordance with and on the terms set out in the Fifth Schedule subject to and with the benefit of any existing lease or leases granted pursuant to the terms of the Affordable Housing Agreement

2.7 The Incoming Developer may, if it has not done so in the Step-In Notice itself, at any time during the Step-In Period propose a Replacement Developer.

2.8 The parties shall enter into such documents as shall be reasonably required to transfer the rights and obligations of the Tenant to the Incoming Developer in respect of the whole or part of the Surrender Premises One (as applicable) having regard to paragraphs 2.5 and 2.6.

2.9 Where (a) no notice is served under paragraph 2.3 or (b) the assignment of the lease (if requested) pursuant to paragraph 2.5.1 and the entry into the

documentation pursuant to paragraph 2.5.2 have not been completed by the dates in those paragraphs or (c) the assignment of the lease (if requested) pursuant to paragraph 2.6.1 and the entry into the documentation pursuant to paragraph 2.6.2 have not been completed by the date in these paragraphs then the Tenant shall on receipt of a Surrender Notice surrender this Lease to the Landlord in so far as it relates to the Surrender Premises One in accordance with and on the terms set out in the Fifth Schedule subject to and with the benefit of any existing lease granted pursuant to the terms of the Affordable Housing Agreement

### **3 RP in Default**

Paragraph 2 above shall not apply to the RP in circumstances where the Termination Notice has been served due to default on the part of the RP and the rights contained in those paragraphs shall apply to the Tenant's Funder only

### **4 Restriction**

Contemporaneously with the Tenant's application to the Land Registry for registration of this Lease the Tenant covenants to apply to the Land Registry on form RX1 (or on any other superseding Land Registry form which may be required by the Land Registry from time to time) and to do all such acts and things as may be required to register in the proprietorship register of the Tenant's title to the Premises the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 1.3 of Part 2 of the First Schedule to the Lease dated { [REDACTED] } and made between The Mayor and Burgesses of the London Borough of Barnet (1) Countryside Properties (UK) Limited (2) and London & Quadrant Housing Trust (3) have been complied with or that they do not apply to the disposition"*

Such restriction will apply until the Practical Completion Date and the Landlord covenants to sign such documents and Land Registry forms and do all such acts and things as may be reasonably required to remove the restriction from the Tenant's title to the Premises after the Practical Completion Date.

### **5 Disputes**

Any dispute under this Part 2 of the First Schedule to this Lease shall be addressed under clause 26 of the Agreement

### **6 Effect**

The provisions of this Part 2 of the First Schedule shall only have effect prior to Practical Completion

## **Second Schedule**

### **(Landlord's Covenants)**

- 1 Where the use of Service Media boundary structures or other things is common to the Premises and Retained Land to be responsible for and to indemnify the Tenant against all proper sums due from and to undertake all work that is properly the responsibility of the owner lessee or occupier of the Retained Land in relation to such matters.
- 2 Not to make connections with Premises Service Media serving the Retained Land without previously obtaining consent to make such connections from the competent statutory authority or undertaker and/or adjoining landowner.
- 3.1 Not to make future connection to the Premises Service Media which are beyond the capacity and not to discharge any effluent into any Premises Service Media as is harmful or corrosive to the Premises Service Media or causes any obstruction thereto.
- 3.2 Not to cause or permit not to do or omit to do any act the result of which is to cause material damage to or interference (other than temporary) with any of the Premises Service Media.

**Third Schedule**  
**(Rights Reserved)**

The rights for the benefit of the Retained Land and each and every part of it for the Landlord but in common (where appropriate) with the Tenant and all persons deriving title under the Tenant, persons authorised by any of them and all others having the like right:

**1 Right of Way**

Subject to paying a reasonable proportion of the cost of maintaining the same from time to time as the same are not adopted by the relevant highway authority to pass and repass for all purposes and at all times with or without vehicles (and the footpaths on foot only) over the Premises Access Roads following construction to wearing course level.

**2 Services**

To the free and uninterrupted passage and running of water soil gas electricity through the Premises Service Media.

**3 Access to the Premises for works to Retained Service Media and building repairs to the Retained Land**

Subject to the proviso to this paragraph, at all reasonable times after giving to the Tenant, as appropriate, not less than 48 hours previous notice in writing (except in the case of emergency when as much notice as can be given should be given) to enter upon those parts of the Premises as are then unbuilt upon with or without workmen and any necessary materials, plant machinery, equipment and apparatus for the purpose of:

- 3.1 inspecting, cleaning , repairing, maintaining and renewing the Retained Service Media;
- 3.2 making connection from the Premises Service Media to Retained Service Media;
- 3.3 carrying out any necessary works of repair or maintenance to buildings which now or may within the future be on the Retained Land where the works concerned cannot otherwise be done without such access;

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good at its own cost all damage caused to the Premises to the reasonable satisfaction of the Tenant.

**4 Support and Protection**

Of support and protection from the Premises and buildings on the Premises as now enjoyed by the Retained Land as at the date of this Lease.

## **Fourth Schedule**

### **(Rights Granted)**

The right (insofar as the Landlord is able to grant the same and subject at all times to any rights of other owners and occupiers of the Retained Land) for the Tenant and those deriving title under the Tenant and other occupiers of the Premises and any persons authorised by the Tenant in common (where appropriate) with the Landlord and all others having the like right:

#### **1 Right of Way**

Subject to paying a reasonable proportion of the cost of maintaining the same from time to time as the same are not adopted by the relevant highway authority to pass and re-pass for all purposes and at all times with or without vehicles (and the footpaths on foot only) over the Retained Access Roads following construction to wearing course level.

#### **2 Services**

To the free and uninterrupted passage and running of water soil gas electricity through the Retained Service Media.

#### **3 Access to the Retained Land for works to Premises Service Media and building repairs to the Premises**

Subject to the proviso to this paragraph, at all reasonable times after giving to the Landlord, as appropriate, not less than 48 hours previous notice in writing (except in the case of emergency when as much notice as can be given should be given) to enter upon those parts of the Retained Land as are then unbuilt upon with or without workmen and any necessary materials, plant machinery, equipment and apparatus for the purpose of:

- 3.1 inspecting, cleaning, repairing, maintaining and renewing the Premises Service Media;
- 3.2 making connection from the Premises Service Media to Retained Service Media;
- 3.3 carrying out any necessary works of repair or maintenance to buildings which now or may within the future be on the Premises where the works concerned cannot otherwise be done without such access;

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good at its own cost all damage caused to the Premises to the reasonable satisfaction of the Landlord.

#### **4 Support and Protection**

Of support and protection from the Retained Land and buildings on the Retained Land as now enjoyed by the Premises as at the date of this Lease.

## **5 Satellite Dishes**

To install a maximum of three (3) satellite dishes on each block of apartments on the Premises

## **Fifth Schedule**

### **Surrender of Lease**

*The provisions of this Schedule apply to any surrender of this Lease in relation to the Surrender Premises One by the Tenant pursuant to Part 2 of the First Schedule to this Lease.*

#### **1. DEFINITIONS**

The following definitions apply to this Schedule:

**Agreed Form** means in a form agreed between the Landlord and the Tenant (both acting reasonably);

**Completion Date** means the date which is 30 working days after the date of service of the Surrender Notice;

**Surrender Document** means:

- (i) if this Lease is registered and the Surrender Premises One comprise the whole of the Premises, a TR1;
- (ii) if this Lease is registered but the Surrender Premises One do not comprise the whole of the Premises a TP1; and
- (iii) if this Lease is not registered, a Deed of Surrender (of whole or of part as appropriate)

#### **2. AGREEMENT TO SURRENDER**

- 2.1 The Tenant shall surrender all its estate and interest in the Surrender Premises One free from any charges to the Landlord by executing and delivering the relevant Surrender Document in Agreed Form to the Landlord on the Completion Date, to the intent that the residue of the terms granted by the Lease will merge and be extinguished in the reversion immediately expectant on its term.
- 2.2 The Landlord agrees to accept the surrender by executing and delivering to the Tenant on the Completion Date a counterpart of the relevant Surrender Document.
- 2.3 The Tenant shall comply with its obligations in the Lease until the date of actual completion and without prejudice to the generality of the foregoing shall (if required by the Landlord in writing), before the Completion Date, remove all fixtures and chattels belonging to the Tenant from the Surrender Premises One and make good any damage caused to the Surrender Premises One by such removal to the satisfaction of the Landlord.

#### **3. TITLE**

- 3.1 The surrender shall be made with full title guarantee.

- 3.2 The Tenant shall, if required by the Landlord, deduce its title to the Lease which will comprise official copies of the title plan and entries appearing on and copies or abstracts of any documents noted against the title number of this Lease within five working days of service of the Surrender Notice.

#### 4. LAND REGISTRY IDENTITY REQUIREMENTS

- 4.1 Clause 4.2 applies in respect of each registered charge over the Lease which is to be discharged or from which the Lease is to be released on or before completion and in respect of which the person with the benefit of that charge (in each case, the "**Lender**") is to execute a discharge in Land Registry Form DS1 or, as the case may be, a release in Land Registry Form DS3.

- 4.2 The Tenant shall procure that on or before the Completion Date the Tenant's solicitors deliver to the Landlord's solicitors:

4.2.1 if a Lender is represented by a Conveyancer, written details of the name, address and reference of that Conveyancer; or

4.2.2 if a Lender is not represented by a Conveyancer:

(a) a duly completed Land Registry Form DS2 or AP1 (in the case of, and together with, a discharge in Form DS1), or Land Registry Form AP1 (in the case of, and together with, a release in Form DS3) signed by the Tenant's solicitors and together with such duly completed and signed supporting documents as may be required for the relevant DS2 or AP1 to be duly completed, or

(b) if, but only if, the Lender is a bank incorporated, or building society formed, in the UK, a duly completed Land Registry Form DS2 or AP1 (in the case of, and together with, a discharge in Form DS1), or Land Registry Form AP1 (in the case of, and together with, a release in Form DS3) signed by or on behalf of, the Lender,

in each case to enable the Landlord's solicitors to register the discharge or release at the Land Registry.

- 4.3 If on the Completion Date the Tenant has not complied with all of its obligations in this **clause 4** the Tenant will be deemed not to be ready, able and willing to complete.

- 4.4 If the Land Registry requires any further evidence of the identity of any Lender or Attorney, the Tenant shall, upon written request from the Landlord or the Landlord's solicitors, use its reasonable endeavours promptly to provide the Landlord and the Landlord's solicitors with such information and/or documentation as the Land Registry may require.

- 4.5 In this **clause 4 "Conveyancer"** means a conveyancer within the meaning of the Land Registration Rules 2003 (as amended).

## **5. COMPLETION**

- 5.1 Completion shall take place on the Completion Date at the offices of the Landlord's solicitors or where they may reasonably require.
- 5.2 On completion the Tenant shall deliver the duly executed Surrender Document and the original of this Lease and any other relevant title documents to the Landlord's solicitors and the Landlord shall deliver the duly executed Surrender Document to the Tenant or its solicitors.
- 5.3 The Tenant shall give vacant possession of the Surrender Premises One on completion.
- 5.4 The Tenant agrees to grant to the Landlord in the Surrender Documents such rights as the Landlord reasonably requires over the Excluded Properties on the basis of the rights excepted and reserved as set out in the Third Schedule to this Lease

## Sixth Schedule

### RP's Covenants

- 1 The RP shall apply any Ground Rents received by it to provide maintain and operate the Community Facilities and ancillary services thereto (acting in accordance with the principles of good estate management) and with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to provide maintain and operate such other facilities and/or amenities and services ancillary thereto at the Regeneration Site for the benefit of the tenants and occupiers of the Regeneration Site and the local community.
  
- 2 The RP shall as soon as reasonably practicable after the first anniversary of the date of Practical Completion of the final Regeneration Phase (as defined in the Agreement) and annually thereafter prepare and send to the Landlord a statement or report which provides details of the Ground Rents received and the application of those receipts for the purpose permitted under paragraph 1 above (a **Ground Rent Receipts Report**) and to the extent that it has not expended or committed to expend any Ground Rents for such purpose within twelve (12) months following receipt by the RP, the RP shall at the written request of the Landlord pay such relevant amount to the Landlord and if the Landlord fails to make such request within thirty (30) working days the RP will be entitled to retain such relevant amount for use in connection with the purposes permitted under paragraph 1 of this Schedule and shall account for any remaining part of the relevant amount in the next Ground Rent Receipts Report.

**Seventh Schedule**  
**{Form of Plot Transfer incorporating Estate Rent Charge Provisions}**

**Eighth Schedule**  
**Freehold Transfer obligations**

**1. DEFINITIONS**

The following definitions apply to this Schedule:

**Council Transfer** means a transfer of the Surrender Premises Two from the Landlord to the Tenant in substantially the form of the Transfer, with such amends as are necessary to provide for the sale of land by a local authority and to provide for the number of Private Sale Houses within the Premises, including, but without limitation, apportionment of rentcharges;

**Surrender Date** means 20 Working Days following the service of a Transfer Notice;

**Surrender Document** means the deed of surrender and variation substantially in the form annexed hereto;

**Surrender Premises Two** means all Private Sale Houses within the Premises;

**Transfer Notice** means a notice served by the Tenant on the Landlord confirming that it wishes to acquire the freehold of the Private Sale Houses within the Premises on the terms of this Schedule.

**1. SERVICE OF TRANSFER NOTICES**

- 1.1 Following Practical Completion, if the Tenant wishes to sell Private Sale Houses by way of freehold transfer, it shall be entitled to serve a Transfer Notice on the Landlord.
- 1.2 The Tenant shall include with any Transfer Notice, engrossment copies of the Surrender Document and a draft of the Council Transfer in respect of the Surrender Premises Two.
- 1.3 The Council Transfer shall provide that the fixed rentcharge payable in respect of each Freehold House shall fall between £200 and £500 per year subject to upwards only reviews.

**2. AGREEMENT TO SURRENDER AND TRANSFER**

- 2.1 The Tenant shall surrender all its estate and interest in the Surrender Premises Two free from any charges to the Landlord by executing and delivering the relevant Surrender Document to the Landlord on the Surrender Date, to the intent that the residue of the term granted by the Lease will merge and be extinguished in the reversion immediately expectant on its term.
- 2.2 Subject to the remaining provisions of this Schedule, the Landlord agrees to accept the surrender by executing and delivering to the Tenant on the Surrender Date a counterpart of the relevant Surrender Document.

- 2.3 The Tenant shall comply with its obligations in the Lease until the date of actual completion and without prejudice to the generality of the foregoing shall (if required by the Landlord in writing), before the Surrender Date, remove all fixtures and chattels belonging to the Tenant from the Surrender Premises Two and make good any damage caused to the Surrender Premises Two by such removal to the satisfaction of the Landlord.
- 2.4 Immediately following the completion of the Surrender Document the Landlord shall enter and complete the Council Transfer of the Surrender Premises Two
- 2.5 on the Surrender Date

### 3. TITLE

- 3.1 The surrender shall be made with full title guarantee.
- 3.2 The Tenant shall, if required by the Landlord, deduce its title to the Lease which will comprise official copies of the title plan and entries appearing on and copies or abstracts of any documents noted against the title number of this Lease within five working days of service of the Surrender Notice.

### 4. LAND REGISTRY IDENTITY REQUIREMENTS

- 4.1 Paragraph 4.2 applies in respect of each registered charge over the Lease which is to be discharged or from which the Lease is to be released on or before completion and in respect of which the person with the benefit of that charge (in each case, the "Lender") is to execute a discharge in Land Registry Form DS1 or, as the case may be, a release in Land Registry Form DS3.
- 4.2 The Tenant shall procure that on or before the Surrender Date the Tenant's solicitors deliver to the Landlord's solicitors:
- 4.2.1 if a Lender is represented by a Conveyancer, written details of the name, address and reference of that Conveyancer; or
- 4.2.2 if a Lender is not represented by a Conveyancer:
- (a) a duly completed Land Registry Form DS2 or AP1 (in the case of, and together with, a discharge in Form DS1), or Land Registry Form AP1 (in the case of, and together with, a release in Form DS3) signed by the Tenant's solicitors and together with such duly completed and signed supporting documents as may be required for the relevant DS2 or AP1 to be duly completed, or
  - (b) if, but only if, the Lender is a bank incorporated, or building society formed, in the UK, a duly completed Land Registry Form DS2 or AP1 (in the case of, and together with, a discharge in Form DS1), or Land Registry Form AP1 (in the case of, and together with, a release in Form DS3) signed by or on behalf of, the Lender,

in each case to enable the Landlord's solicitors to register the discharge or release at the Land Registry.

- 4.3 If on the Surrender Date the Tenant has not complied with all of its obligations in this paragraph 4 the Tenant will be deemed not to be ready, able and willing to complete.
- 4.4 If the Land Registry requires any further evidence of the identity of any Lender or Attorney, the Tenant shall, upon written request from the Landlord or the Landlord's solicitors, use its reasonable endeavours promptly to provide the Landlord and the Landlord's solicitors with such information and/or documentation as the Land Registry may require.
- 4.5 In this paragraph 4 "**Conveyancer**" means a conveyancer within the meaning of the Land Registration Rules 2003 (as amended).

## 5. COMPLETION

- 5.1 Subject to paragraph 2.4, completion shall take place on the Surrender Date at the offices of the Landlord's solicitors or where they may reasonably require.
- 5.2 On completion:
- 5.2.1 the Tenant shall deliver the duly executed Surrender Document and the original of this Lease and any other relevant title documents to the Landlord's solicitors; and
- 5.2.2 the Landlord shall deliver the duly executed Surrender Document and Council Transfer of the Surrender Premises Two (or part of the Surrender Premises Two as appropriate) to the Tenant or its solicitors.

## 6. DISPOSALS

- 6.1 The Tenant shall not grant any lease of a Freehold House for a term of more than 7 years and shall apply to the Land Registry along with its application to register the Transfer, for the following restriction in form L (the **Restriction**) to be placed on the Proprietorship Register for the Surrender Premises:
- 6.2 No lease of the registered estate 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 a conveyancer that the provisions of paragraph 6 of the Eighth Schedule to a lease dated [ ] and made between The Mayor and Burgesses of the London Borough of Barnet and Countryside Properties (UK) Limited and London & Quadrant Housing Trust have been complied with or that they do not apply to the disposition.
- 6.3 Following completion of a freehold transfer on an arms length basis to an intended occupier of a Freehold House, the Landlord shall provide all necessary forms for the removal of the Restriction from the title to that Freehold House.

**EXECUTED** as a **DEED** by affixing the  
**COMMON SEAL of THE MAYOR AND  
BURGESSES OF THE LONDON  
BOROUGH OF BARNET** acting by

.....  
Assurance Director:

.....  
Head of Governance

**Executed as a Deed by COUNTRYSIDE  
PROPERTIES (UK) LIMITED** acting by

.....  
Director

.....  
Director/Secretary

Executed as a deed by **LONDON &  
QUADRANT HOUSING TRUST** acting by its  
attorney [ ] under a  
power of attorney  
in the presence of:

.....  
**London & Quadrant Housing Trust** by its  
attorney

.....  
Signature of Witness

.....  
Name of witness

.....  
Address of witness

.....  
Occupation of witness

**SCHEDULE 4**  
**FORM OF BUILDING LICENCE**

Dated \_\_\_\_\_ 2020

(1) **THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF BARNET**

- and -

(2) **COUNTRYSIDE PROPERTIES (UK) LIMITED**

- and -

(3) **COUNTRYSIDE PROPERTIES (HOLDINGS)  
LIMITED**

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## **BUILDING LICENCE**

relating to

Phase 3 at Dollis Valley, Barnet, London

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## LICENCE

DATE:

2020

PARTIES:

- (1) **THE MAYOR AND BURGESSES THE LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London N11 1NP (the **Licensor**); and
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (Company Registration Number: 00614864) (the **Licensee**)
- (3) **COUNTRYSIDE PROPERTIES (HOLDINGS) LIMITED** whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (Company Registration Number: 05555391) (the **Guarantor**)

### BACKGROUND

- (A) The Licensor is the freehold registered proprietor of the Development Site of which the Phase forms part.
- (B) The Licensee intends to carry out the Development on the Phase (together with other land) pursuant to the Regeneration Agreement.
- (C) The Licensor has agreed to grant licence to the Licensee upon the terms of this Licence to enable the Licensee to carry out such Development.
- (D) The Guarantor has agreed to join in this Licence to guarantee the obligations of the Licensee upon the terms in this Licence

### 1. DEFINITIONS AND INTERPRETATION

In this Licence:

1.1 The following definitions apply:

<b>Building Lease</b>	has the meaning given to that term in the Regeneration Agreement;
<b>Consents</b>	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature;
<b>Development</b>	the development of the Development Site in accordance with the terms of the Regeneration Agreement;
<b>Development Site</b>	the Regeneration Site as defined in the Regeneration Agreement;
<b>Liabilities</b>	costs, damages, losses and liabilities incurred or suffered by the Licensor;
<b>Licence Period</b>	the period from and including the date of this Licence until completion of the Works or the grant of a Building Lease pursuant to the Regeneration Agreement;

<b>Party</b>	a party to this Licence;
<b>Phase</b>	the land edged red on the Plan;
<b>Plan</b>	the plan annexed to this Licence at Schedule 1;
<b>Regeneration Agreement</b>	the agreement dated 1 October 2012 made between (1) The Mayor and Burgesses of the London Borough of Barnet (2) Countryside Properties (UK) Limited (3) London & Quadrant Housing Trust and (4) Countryside Properties (Holdings) Limited together with all supplemental agreements, amendments and variations thereto
<b>Termination Date</b>	the end of the Licence Period
<b>Works</b>	the Works as defined in the Regeneration Agreement in so far as it relates to the Phase
<b>Working Day</b>	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a bank, statutory, public or common law holiday.

- 1.2 Headings are for ease of reference only.
- 1.3 Words importing the singular number also include the plural number and vice versa.
- 1.4 Reference to a statute or statutory instrument includes all subordinate legislation made under it and any re-enactment, amendment or consolidation of it which is for the time being in force (unless expressly provided otherwise).
- 1.5 A provision of this Licence which is void or unenforceable shall be severed from all other provisions of this Licence and the remaining provisions shall continue to have effect.
- 1.6 An obligation not to do something includes an obligation not to permit a third party to do it.
- 1.7 Any references to **includes**, **include** or **including** are deemed to be followed by the words "without limitation".
- 1.8 Where references are made to the performance of clauses or schedules of the Regeneration Agreement those clauses or schedules shall be deemed to be incorporated into this Licence together with such defined terms as are necessary to give proper effect to them provided that those clauses and schedules shall be construed so as to apply to the Works and Phase only.

## 2. LICENCE

- 2.1 In consideration of ten Pounds (£10.00) paid on the date of this Licence (receipt of which is acknowledged) and the Licensee's obligations in this Licence, the Licensor permits to the Licensee to enter upon and occupy the Phase to carry out the Works during the Licence Period subject to the terms of this Licence.

- 2.2 The rights granted by clause 2.1 may only be exercised by the Licensee or on its behalf by its authorised employees, agents, contractors and sub-contractors and all others properly authorised by the Licensee from time to time.
- 2.3 This Licence will end on the Termination Date, or, if earlier, on termination of the Regeneration Agreement, however effected.

### **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor:

- 3.1 Not to use the Phase otherwise than for the purpose of carrying out the Works and ancillary activities necessary to undertake the Works.
- 3.2 To comply with its obligations in the Regeneration Agreement insofar as they relate to the Phase.
- 3.3 Not to bring any equipment plant or materials on to the Phase except as the Licensee shall reasonably require in connection with the Development.
- 3.4 Not to commit waste or spoil upon the Phase or bring onto the Phase any hazardous or harmful substances.
- 3.5 Not to do or permit anything to be done on the Phase which is illegal or may cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor or to the owner, occupier, or user of any adjoining or neighbouring property.
- 3.6 Not to do anything that will or might constitute a breach of any Consents affecting the Phase or that will or might wholly or partly vitiate any insurance effected in respect of the Phase from time to time.
- 3.7 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Phase.
- 3.8 to pay and indemnify the Licensor against all rates, taxes, assessments, duties, charges, impositions and outgoings from time to time charged assessed or imposed upon Phase or the Works or upon the owner or occupier of them.

### **4. INDEMNITY**

- 4.1 Subject to clauses 4.2 and 4.3 the Licensee shall indemnify the Licensor against all Liabilities arising from:
  - 4.1.1 the Licensee's use or occupation of the Phase (including remediating any contamination caused due to that use or occupation); and
  - 4.1.2 a breach of any of the Licensee's obligations in this Licence.
- 4.2 The indemnity referred to in clause 4.1 shall not extend to Liabilities resulting from any act, neglect or default on the part of the Licensor, its employees, agents or others authorised by the Licensor.
- 4.3 Liability under the indemnity referred to in clause 4.1 is conditional on the Licensor:
  - 4.3.1 as soon as reasonably practicable, giving written notice of any claim to the Licensee, specifying the nature of the claim in reasonable detail;
  - 4.3.2 not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Licensee;
  - 4.3.3 taking such action as the Licensee may reasonably request to avoid, dispute, compromise or defend the claim.

4.4 Nothing in this clause 3 shall restrict or limit the Licensor's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity referred to in clause 4.1.

4.5 This clause 3 shall remain in full force and effect notwithstanding the occurrence of the Termination Date.

## **5. ASSIGNMENT**

If the Licensor transfers, leases or otherwise disposes of its interest in the Property the Licensor shall procure that the purchaser, tenant or disponent shall at the same time enter into a licence with the Licensee on the same terms as this Licence but with the omission of any obligation on the Licensee to pay a further licence fee pursuant to clause 2.1.

## **6. AGREEMENTS AND DECLARATIONS**

The Licensor and the Licensee agree and declare that:

6.1 the rights contained in clause 2.1 are personal to and exercisable only by the Licensee and cannot be assigned by the Licensee to any other person;

6.2 nothing contained in this Licence shall be construed as creating the relationship of landlord and tenant as between the Licensor and the Licensee or give rise to any other legal estate, nor shall the Licensee hold itself out as having any such right, tenancy or estate;

6.3 the Licensor at all times retains legal possession and control over the Phase and the Licensee shall not impede the Licensor's rights of possession and control over the Phase;

6.4 the Licensee will make all arrangements for the security of the Phase at its own cost and all equipment, plant and materials stored in the Phase and the Licensor shall not be responsible for any losses arising from theft or disappearance of any such equipment, plant or materials left in the Phase;

6.5 the Licensor gives no warranty that the Phase is legally or physically fit for use for the Permitted Use;

6.6 section 196 of the Law of Property Act 1925 (as amended) shall apply to the service of all notices referred to in this Licence.

## **7. CONDITION**

7.1 The Licensor gives no warranty that the Phase possesses the Consents.

7.2 The Licensor gives no warranty that the Phase is physically fit for the purposes specified in clause 2.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **8. LOCAL AUTHORITY**

8.1 The Licensor is party to this Licence in its capacity as landowner and nothing in this Licence shall prejudice or affect the Licensor's statutory rights, powers and duties.

8.2 Subject to clause 8.5, the Licensor is not liable for:

8.3 the death of, or injury to the Licensee, its employees, contractors, subcontractors or

other invitees to the Phase; or

- 8.4 damage to the Phase of the Licensee or that of the Licensee's employees, contractors, sub-contractors or other invitees to the Phase.
- 8.5 Nothing in clause 8.2 shall limit or exclude the Licensor's liability for death or personal injury or damage to the Phase caused by negligence on the part of the Licensor or its employees or agents or any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **9. GUARANTEE**

- 9.1 The Guarantor guarantees to the Licensor all the obligations of the Licensee in this Licence as primary obligor and shall indemnify the Licensor in respect of all Liabilities incurred by the Licensor as a result of a breach by the Licensee of the obligations of the Licensee in this Licence
- 9.2 The liability of the Guarantor shall not be affected in any way by :
  - 9.2.1 any time or waiver given by the Licensor to the Licensee;
  - 9.2.2 any delay or omission by the Licensor in enforcing compliance by the Licensee with its obligations under this Licence;
  - 9.2.3 any variation of this Licence;
  - 9.2.4 any legal limitation, incapacity or the Licensee becoming Insolvent;
  - 9.2.5 any other act, omission or thing which would (apart from an express release in writing of the Guarantor) release or diminish the liability of the Licensee under this Licence.
- 9.3 Notwithstanding any other provision in this clause, the Guarantor's total liability (which includes extent and duration) to the Licensor pursuant to any covenant or guarantee herein shall be no greater than the Licensee's total liability (Including without limitation all interest and costs) under or arising from the terms of this Licence or otherwise taking into account any defence or right of set-off available to the Licensee.

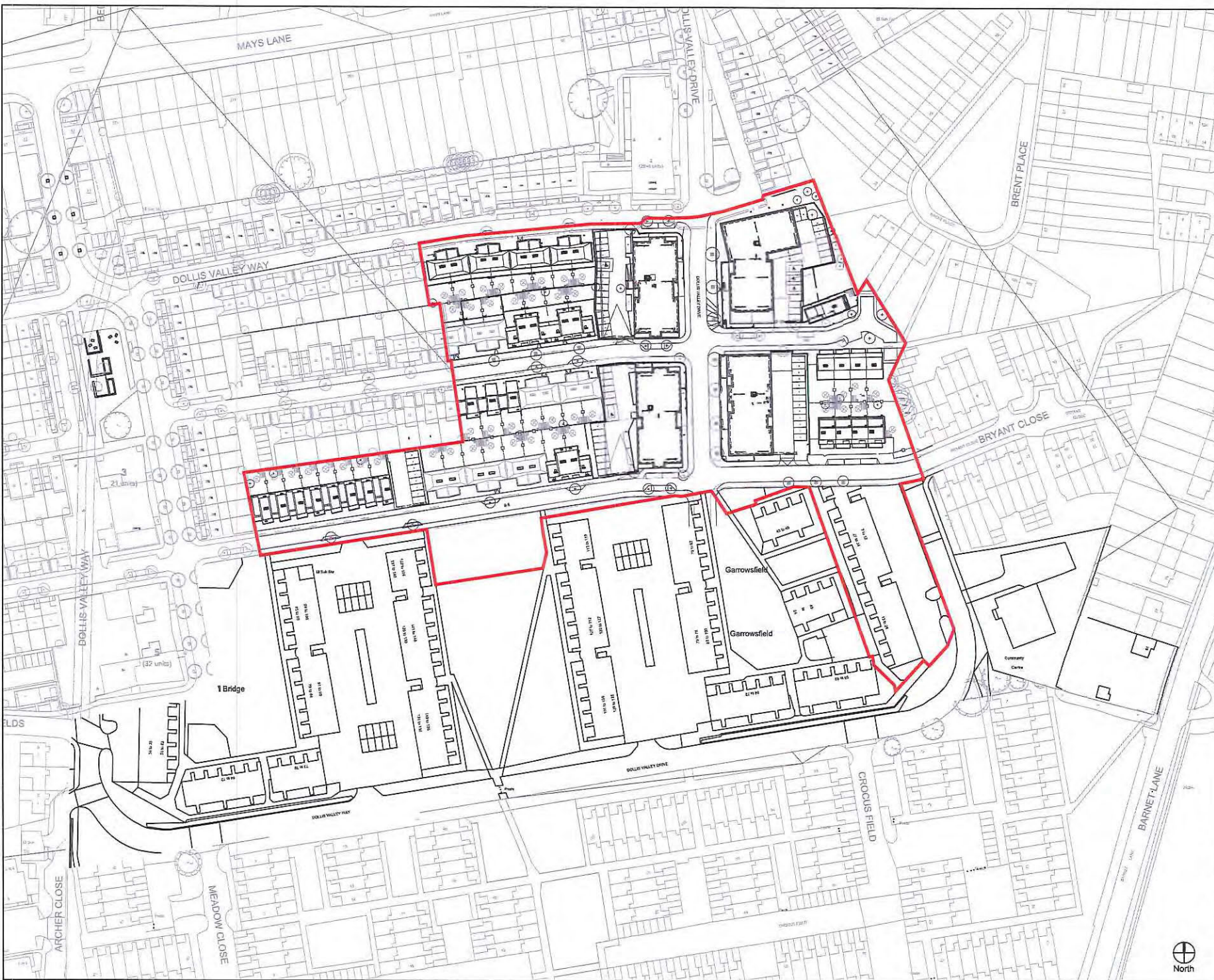
## **10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party has no right to enforce any term of this Licence under the Contracts (Rights of Third Parties) Act 1999.

## **11. GOVERNING LAW AND JURISDICTION**

The provisions of the Regeneration Agreement as to governing law and jurisdiction shall apply also to this Licence.

**SCHEDULE 1  
PLAN**



Do not scale from drawings unless by agreement with HTA. Use figured dimensions only.  
 Check all dimensions on site prior to commencing the works. Drawing to be read in conjunction with other relevant consultant information.  
 This drawing is the copyright of HTA Design LLP and must not be copied or reproduced in part or in whole without the express permission of HTA Design LLP. Drawing to be read in conjunction with specifications.

Licence  
Area

Rev	Date	Drawn	Description
<b>FOR INFORMATION</b>			
Client: Countryside Properties PLC			
Project: Dollis Valley Phase 3			
Drawing Title: Land plan Phase 3			
Drawing Number:			
Scale: 1:1250	Original by:	CPL-DOL-300	
HTA Design LLP		www.hta.co.uk	
London   Edinburgh   Manchester   Bristol		htc	

SIGNED BY { }  
on behalf of **THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF BARNET**

SIGNED BY { }  
on behalf of **COUNTRYSIDE PROPERTIES  
(UK) LIMITED**

SIGNED BY { }  
on behalf of **COUNTRYSIDE PROPERTIES  
(HOLDINGS) LIMITED**

**SCHEDULE 5**  
**Form of Deed of Surrender**

Dated \_\_\_\_\_ 20{●}

(1) **COUNTRYSIDE PROPERTIES (UK) LIMITED**

- and -

(2) **LONDON BOROUGH OF BARNET**

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## **Deed of Surrender and Variation** of Part of Phase {●}, Dollis Valley

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DRAFT - NOT AVAILABLE FOR ACCEPTANCE

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**2. SURRENDER OF PART.....2**

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**1. VARIATIONS TO THE LEASE.....4**

**ANNEX 1 – PLAN .....5**

THIS DEED is made the ..... day of ..... 20{●}

**HM Land Registry**

<b>Landlord's title numbers:</b>	NGL277152 and AGL261533
<b>Administrative area:</b>	London Borough of Barnet
<b>Tenant's title number:</b>	{●}
<b>Administrative area:</b>	London Borough of Barnet

**BETWEEN:**

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** of Countryside House, The Drive, Brentwood, Essex, CM13 3AT ("Tenant")
- (2) **LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London, N11 1NP ("Landlord")

**RECITALS**

- (A) This deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this deed.

**1.1 Definitions:**

**Lease:** a lease of premises known as Phase {●} Dollis Valley dated {●} and made between the Landlord and the Tenant, and all documents supplemental or collateral to that lease {including the Previous Deeds of Surrender}.

**Plan:** the plan annexed to this deed.

**{Previous Deeds of Surrender:** the Deeds of Surrender of Part and Variation made between the Landlord and the Tenant and dated {●}.

**Remaining Property:** All that property demised by the Lease immediately before this Deed but excluding the Surrendered Property.

**Surrendered Property:** The property shown edged red on the Plan.

**1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

**1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

**1.4** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.5 References to the Surrendered Property and the Remaining Property include any part of them.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes fax and email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to a clause or Schedule is a reference to a clause or Schedule of this deed.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2. SURRENDER OF PART**

- 2.1 The Tenant surrenders and yields up to the Landlord, all its estate, interest and rights in the Surrendered Property and the Landlord accepts the surrender of the Surrendered Property.
- 2.2 The residue of the term of years granted by the Lease shall, so far as it relates to the Surrendered Property, merge and be extinguished in the immediate reversion to the Lease.

## **3. RELEASE OF THE TENANT IN RELATION TO THE SURRENDERED PROPERTY**

The Landlord releases the Tenant from all the tenant covenants of the Lease in so far as they relate to the Surrendered Property and from all liability for any subsisting breach of any of those covenants.

## **4. RELEASE OF THE LANDLORD IN RELATION TO THE SURRENDERED PROPERTY**

The Tenant releases the Landlord from all the landlord covenants of the Lease in so far as they relate to the Surrendered Property and from all liability for any subsisting breach of any of them.

## **5. VARIATIONS TO THE LEASE**

Without prejudice to clause 2.2, from the date of this deed (and subject to the surrender referred to in clause 2.1) the terms of the Lease shall be varied as set out in the Schedule 1, but otherwise the covenants, conditions and other provisions contained in the Lease are to apply in full force and effect to the Remaining Property as they previously applied to the Property.

## **6. REGISTRATION OF THIS DEED**

- 6.1 Promptly following the completion of this deed, the Tenant shall apply to register this deed at HM Land Registry against the Tenant's registered title number {●} and the Landlord's registered title numbers NGL277152 and AGL261606.

6.2 The Tenant and the Landlord shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

6.3 Within one month after completion of the registration, the Tenant shall send to the Landlord official copies of the respective registered titles.

**7. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**8. GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**In witness whereof** this document has been executed and delivered as a deed on the date first stated above.

## **SCHEDULE 1 – Variations to the Lease**

### **1. VARIATIONS TO THE LEASE**

Every reference in the Lease to the Property shall mean to the Remaining Property.

## ANNEX 1 – Plan

**SIGNATURE PAGE**

**EXECUTED as a DEED by affixing the  
COMMON SEAL of THE MAYOR AND  
BURGESSES OF THE LONDON  
BOROUGH OF BARNET acting by:**

.....  
Assurance Director:

.....  
Head of Governance

**EXECUTED as a DEED by COUNTRYSIDE  
PROPERTIES (UK) LIMITED acting by**

.....  
Director

.....  
Director/Secretary

**SCHEDULE 6**  
**Form of Transfer**


«Startup TP1 cp»

# Land Registry

## Transfer of part of registered title(s)

# TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1.	Title Number(s) out of which the property is transferred:  [to be allocated]
2.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3.	Property:  Plot «plot number cp» «estate name cp» «estate locality cp» (postal number «plot postal address line cp») TOGETHER WITH the House being part of the Estate  The property is identified  <input checked="" type="checkbox"/> on the attached Plan [ ] and shown: edged red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4.	Date:
5.	Transferor: <b>«transferor:LIKE THIS»</b>  For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: <b>«transferor company reg cp:LIKE THIS»</b>  For overseas companies (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6.	Transferee for entry in the register: <b>«buyer form name:LIKE THIS»</b>  For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:  For overseas companies (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
7.	Transferee's intended address(es) for service for entry in the register: «plot postal address line cp» 

8.	The transferor transfers the property to the transferee
9.	<p>Consideration</p> <p><input checked="" type="checkbox"/> The Transferor has received from the Transferee for the property the following sum (in words and figures): «IF NOT px»«price in words and figures cp»«END IF»</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p> <p><b>TICK BOX IF PX APPLICABLE AND UNTICK FIRST BOX</b></p> <p>«IF px»The Transfer to the Transferor of even date of the property known as «px address line cp» and valued at «px price in words and figures cp» and the balancing sum of «balancing sum in words and figures cp»«END IF»</p>
10.	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11.	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint Tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as Tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12.	<p>Additional Provisions</p> <p>1 <b>Definitions and interpretation</b></p> <p>1.1 <b>Definitions</b></p> <p>In this Transfer the following words and expressions have the meaning specified unless the context requires otherwise:</p> <p><b>Account Year</b> means a period of 12 months from 1 April in any year to 31 March in the following year or such other dates as the Transferor or the Management Company thinks fit</p> <p><b>Authorised Person</b> means the individual nominated by the Transferor and/or the Management Company with suitable qualification or expertise to estimate expenditure who may be an employee of the Transferor and/or the Management Company</p> <p><b>“Authority” and “Authorities”</b> means the local authority the highway authority and any authority company or organisation authorised to supply or maintain services</p> <p><b>Base Rate</b> means the base lending rate for the time being of Barclays Bank or if the base lending rate is abolished such other rate as the Transferor (or as the case may be the Management Company) shall from time to time reasonably determine</p> <p><b>Block</b> means those parts of the Phase comprising any building or buildings comprising apartments flats and/or maisonettes and any area appurtenants to it housing the Block Common Parts including</p>

the Structure but excluding the Phase Common Parts

**Block Common Parts** means those parts of the Block laid out as communal areas including the structure halls lifts staircases landings accessways (whether internal or external) gardens (if any) footpaths bin stores and cycle stores as the case may be

«IF parking space»

**Car Parking Area** means those internal parts of the Phase as are shown on Plan 3 used for motor vehicle parking together with accessways ramps and tunnels (if any) providing access thereto including the surface finishes of the walls in or bounding the Car Parking Area and of the columns therein (if any) and the surface finishes of the accessways ramps and tunnels (if any) providing access thereto and the surface finishes of the ceilings plaster covering or other surface finishes of the Car Parking Area up to the underside of the joists or other structures to which the ceilings are fixed together with any non-structural walls and partitions and staircases lying within the Car Parking Area (if any) and all Common Conduits which serve the Car Parking Area exclusively and the plant equipment machinery and apparatus for the supply of any services to the Car Parking Area together with passages landings corridors fire escapes lifts and ramps together with any means of refuse disposal security equipment and other facilities provided for the common use of the Car Parking Area and all other facilities provided or available for common or general use (other than the Phase Common Parts and the Estate Common Parts) and for the avoidance of doubt the Car Parking Area does not include any part of the load bearing parts of the Phase or any of the external or structural walls or load bearing columns in the Phase except those surface finishes and coverings staircases windows and doors expressly included above and in addition the Car Parking Area does not include any Common Conduits plant or machinery in the Phase which do not serve the Car Parking Area exclusively

**Car Parking Essential Services** means:

- a) keeping the Car Parking Area in good and substantial repair and condition
- b) keeping the Car Parking Area unobstructed clean and adequately lit
- c) maintaining repairing and renewing all access and entry systems and controls giving access to and from the adoptable highway to the Car Parking Area
- d) repairing maintaining and renewing all fire fighting equipment and complying with the reasonable requirements of the fire officer or insurers

**Car Parking Proportion** means  $\frac{\text{[redacted]}}{x}$  (where x equals the total number of parking spaces within the Phase that benefit from the Car Parking Essential Services or any of them from time to time) subject to variation in accordance with Clause 1.8 of Schedule 3

**Car Parking Provision** means the sum calculated in accordance with paragraph 1.3.3 of Schedule 3

«END IF»

**Common Conduits** means all of the sewers drains channels gutters gullies ducts pipes wires cables watercourses laser optical fibres data or impulse transmission communication or reception systems channels flues and all other conducting media that exist at any time which serve the Property and/or any Block and/or the Phase and/or the Estate and/or the Car Parking Area (if any)

**Community Facilities** means the building or buildings to be constructed by the Transferor for use by local people and others for community and other activities as more particularly set out in Schedule 24 to the Regeneration Agreement

**Deed of Covenant** means the deed of covenant set out in Schedule 5

**Environment** means all or any of air water and land including any within buildings and any other natural or man-made structures above or below ground

**Environmental Law** means

- a) all rules of common law principles of equity and rules of any court or other tribunal of competent jurisdiction
- b) all statutes standards or codes that have the force of law
- c) all notices directions impositions or requirements of any competent authority relating to the protection of human health and safety the protection of property and proprietary rights or the protection of the Environment or the generation transportation storage use treatment or disposal of Hazardous Substances

**Essential Services** means all of the Phase Essential Services the Estate Essential Services «IF parking space» and the Car Parking Essential Services «END IF»

**Estate** the land edged red on plan [ ] (i) which at the date hereof has been or is in course of being amalgamated with the title herein whether or not already disposed of by the Transferor (ii) which was at the date of this transfer formerly transferred to the Transferor (iii) which is within the Perpetuity Period transferred or demised to the Transferor; together with any other land in respect of which the Transferor notifies the Transferee from time to time

**Estate Common Parts** means (insofar as the same are not adopted or do not fall within the curtilage of any dwelling that is intended to be let or sold for exclusive occupation on the Estate) any accessways roadways footpaths and forecourts bicycle store(s) bin store(s) any boundary or perimeter wall entrance feature or fence on the Estate and any communal gardens landscaped areas or facilities made erected or constructed on the Estate which are intended to be or are capable of being enjoyed or used by the Transferee in common with other owners and occupiers on the Estate

**Estate Essential Services** means keeping the Estate Common Parts and Parking Areas and all Common Conduits that serve the Estate that are not part of the Property or any Unit or that exclusively serve any building in the Estate in good and substantial repair and condition.

**Estate Proportion** means  $1/x$  (where  $x$  equals the total number of Units on the Estate that benefit from the Estate Essential Services or any of them from time to time) subject to variation in accordance with Clause 1.8 of Schedule 3

**Estate Provision** means the sum calculated in accordance with paragraph 1.3.2 of Schedule 3

**Exclusive Conduits** means all of the sewers drains channels gutters gullies ducts pipes wires cables watercourses laser optical fibres data or impulse transmission communication or reception systems channels flues and all other conducting media which exclusively serve the Property

**Half-Yearly Dates** the first day of the Service Charge Year and the first day of the seventh month of the Service Charge Year being 1st September and 1st March at the date of this Lease

**Hazardous Substance** means waste (as defined in the Environmental Protection Act 1990) and any substance whatsoever in any form (whether alone or in combination with any other substance) which is capable of causing harm to man or to any living organism supported by the Environment or of damaging the Environment or public health or welfare or the presence of which would be a breach of any Environmental Law

**House** means the house erected on the Property

«IF parking space»

**Initial Parking Space** means the parking space shown edged in [ ] on Plan [ ]

«END IF»

**Management Company** means London & Quadrant Housing Trust (Industrial and Provident Society Number 30441R) whose registered office is situated at 29-35 West Ham Lane Stratford London E15 4PH and where the context admit includes its successors in title and assigns

**Neighbouring Property** means any land or buildings (whether already or hereafter to be erected and belonging to the Transferor) contiguous adjacent adjoining opposite or near to the Property and shall include the Phase and the Estate

**Owners** means the person or persons for the time being in whom a transfer or lease of a Unit is vested

**Parking Areas** means any areas housing car parking spaces on the Estate that are not intended for the exclusive use of specific blocks buildings or Units on the Estate

**Phase** means the land and buildings shown edged [ ] on Plan [ ] being Phase 3 of the Estate known as Brook Valley Gardens off Mays Lane Chipping Barnet of which the Transferor is the proprietor either at the date hereof or within a period of 21 years from the date hereof

**Phase Common Parts** means (in so far as the same are not adopted or do not fall within the curtilage of any dwelling that is intended to be let or sold for exclusive occupation on the Phase) any accessways roadway footpaths forecourts bicycle store(s) bin store(s) any boundary or perimeter wall entrance feature or fence on the Phase and any communal gardens landscaped areas or facilities made erected or constructed on the Phase which are intended to be or are capable of being enjoyed or used by the Transferee in common with other owners and occupiers on the Phase (but excluding the Block Common Parts)

**Phase Essential Services** means

- (a) keeping Phase Common Parts and all Common Conduits that serve solely the Phase (but not solely any Block) in good and substantial repair and condition
- (b) decorating the exterior of the Phase Common Parts in a good and workmanlike manner and with appropriate good quality materials as often as the Management Company deems necessary
- (c) keeping any water attenuation features or planting and any photo voltaic panels within the Phase which are intended to be or are capable of being enjoyed or used by the Transferee in common with other owners and occupiers on the Phase in good and substantial repair and condition

**Phase Proportion** means such proportion as the Management Company shall determine calculated by reference to the percentage the aggregate square footage of the Property bears to the aggregate square footages of each Unit within the Phase capable of enjoying the benefit of the Phase Essential Services or any of them subject to variation in accordance with Clause 1.8 of Schedule 3

**Phase Provision** means the sum calculated in accordance with paragraph 1.3.1 of Schedule 3

**Phase Roads** means all those roads verges and footpaths shown hatched [ ] on Plan [ ]

now or hereinafter constructed and which are intended to become maintainable at public expense

**Phase Sewers** means all those sewers within the Phase Roads now or hereinafter constructed and which are intended to become maintainable at the public expense

**Plan 1 Plan 2 and Plan 3** means the plans annexed and so numbered

**Regeneration Agreement** means a regeneration agreement dated 1<sup>st</sup> October 2012 made between The Mayor and Burgesses of the London Borough of Barnet (1) the Transferor (2) the Management Company (3) and Countryside Properties Plc (4)

**Service Charge** means the aggregate of:-

- i. the Phase Proportion of the Phase Provision
- ii. the Estate Proportion of the Estate Provision

«IF parking space»

- iii. the Car Parking Proportion of the Car Parking Provision

«END IF»

which shall exclude the cost of providing any part of the Service Provision which is attributable exclusively to the non residential/commercial parts of the Phase and/or the Estate

**Service Charge Date** means the first day of the Service Charge Year being 1<sup>st</sup> April at the date of this Transfer

**Service Charge Year** means 1<sup>st</sup> April– 31<sup>st</sup> March or such other 12 month period which the Management Company chooses from time to time

**Service Provision** means the aggregate of the Phase Provision the Estate Provision and where applicable the Car Parking Provision

**Shared Accessway** means the private accessways defined as “Shared Accessway” on Plan 3 (if any)

**Structure** means all structural parts of the Block including the roofs foundations main timbers and joists of the buildings lifts and any balconies exclusively serving any Unit

**Surveyor** means a surveyor who is a member of the Royal Institute of Chartered Surveyors and who is instructed jointly by both parties from time to time

**Transferee** means the second party to this Transfer and where the context admits includes its successors in title and the persons deriving title through or under the Transferee unless stated to the contrary

**Transferor** means at the date of this Countryside Properties (UK) Limited and thereafter the owner from time to time of the Estate Common Parts and each and every part thereof

**Unit** means the units of accommodation in the Phase or the Estate (as applicable) that are let owned or otherwise exclusively occupied or designed or intended for letting or exclusive occupation

**VAT** means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax

## 1.2 Interpretation

- 1.2.1 If at any time there are two or more persons who comprise the Transferee the obligations of the Transferee will bind such persons jointly and severally
- 1.2.2 Where there are two or more persons included in the expression the Transferee an event or something will be deemed to have occurred if it happens to any one of them for the purposes of this Transfer
- 1.2.3 Any covenant by the Transferee not to do or omit any act or thing will be taken to include a covenant not to suffer or permit the doing or omission of that act or thing
- 1.2.4 The headings above the clauses and the contents pages of this Transfer are for reference only and are not to affect its construction
- 1.2.5 Any reference to a clause or schedule without further designation is to be a reference to a clause or schedule of this Transfer

## 2 PROPERTY

### 2.1 The Property shall include

- 2.1.1 the House (including its foundations and eaves notwithstanding that they extend beyond the boundaries of the Property at ground level) and
- 2.1.2 all other buildings and structures erected and/or later erected on the Property
- 2.1.3 all Exclusive Conduits now or later exclusively serving the House or any building or structure mentioned in paragraph 2.1.1 (including any installations which extend beyond the boundaries of the Property at ground level)

2.2 The Property does not include the foundations and eaves of and the Common Conduits exclusively serving any building erected or being erected on any adjoining part of the Estate notwithstanding that they extend within the boundaries of the Property

## 3 PARTY WALLS

IT IS HEREBY AGREED AND DECLARED that the following shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with Section 38 (1) of the Law of Property Act 1925 as amended or varied by the Party Wall etc Act 1996

- 3.1 The walls (if any) or any part thereof dividing the buildings erected on the Property from the buildings erected on the remainder of the Estate
- 3.2 Any other wall (not being a wall of the House or of any other building forming part of the Estate) fence or hedge on a boundary between the Property and any other part of the Estate on which a dwelling stands unless marked "T" on Plan [ ]

Maintenance of party walls or deemed party walls the subject of this provision are to be at the joint and equal expense of the Transferee and the proprietors from time to time of the land and buildings adjoining the Property

## 4 Transferee's covenants

The Transferee covenants with the Transferor and the Management Company and each of the Owners as follows:

### 4.1 Interest

To pay interest calculated on a day to day basis at three per cent per annum above Base Rate on so much of any sums due to the Transferor or the Management Company under this Transfer that remain unpaid for a period of 14 days after becoming due for payment

#### **4.2 Statutory obligations**

4.2.1 The Transferee will comply in all respects with the requirements of any statutes Environmental Laws and any other obligations imposed by law or by any byelaws or by any national local or other public authority applicable to the Property or in regard to the use of the Property

4.2.2 Without prejudice to the generality of clause 4.2.1:

- a) the Transferee will execute all works and provide and maintain all arrangements upon or in respect of the Property or the use to which the Property are being put that are required in order to comply with the requirements of any statute or any government department local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the owner occupier or any other person
- b) the Transferee must not do in or near the Property any act or thing by reason of which the Transferor may under any statute incur any losses

#### **4.3 Keep Clean and Tidy**

The Transferee will provide and maintain for the Property suitable receptacles for the clean and efficient disposal of waste materials by the local authority and will not burn any refuse or rubbish of any kind in or about the Property.

#### **4.4 Nuisances**

4.4.1 The Transferee will not do anything on the Property which may be illegal or immoral or be noisy noisome noxious dangerous or offensive or which shall be a nuisance to the Transferor or to any transferees lessees owners or occupiers of any Neighbouring Property or which shall in any way be injurious to the same nor commit any wilful or voluntary waste spoil or destruction in or upon the Property

4.4.2 The Transferee will not allow to pass into the Common Conduits any noxious or deleterious effluent or other substance which might cause an obstruction in or injury to the Common Conduits or be or become a source of danger and in the event of any such obstruction or injury forthwith upon becoming aware of the same will make good all such damage to the reasonable satisfaction of the Surveyor

#### **4.5 Pay fees**

The Transferee will pay to the Transferor on demand all proper (and in the case of clause 4.5.1 reasonable and proper) fees charges costs and expenses incurred by the Transferor arising out of or in connection with or in contemplation of:

4.5.1 any application or request by the Transferee in connection with the Property or this Transfer whether granted refused or withdrawn or granted subject to conditions and the preparation and completion of all deeds and documents required by the Transferor by reason of any request or application by the Transferee

4.5.2 the enforcement of any covenant or obligation of the Transferee under this Transfer

4.5.3 the abatement of any nuisance which the Transferee is responsible to abate and the

execution of all works necessary to abate such nuisance

**4.6 User**

4.6.1 The Transferee will not use the Property other than as a private dwelling in the occupation of a single household

4.6.2 not to use the Premises:

4.6.2.1 as a serviced apartment;

4.6.2.2 as a bed and breakfast;

4.6.2.3 for short term holiday/vacation rentals or occupations provided that long term holiday/vacation rentals or occupations which are for fixed periods exceeding three months shall be permitted;

4.6.2.4 for the provision of any hospitality service which provides overnight accommodation to paying guests

4.6.3 The Transferee will not do any act or thing which may:

a) cause or permit to be caused nuisance annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to such premises

b) result in any form of harassment or intimidation of any other person including the Transferor's staff contractors and agents or

c) result in the use of the Property for any unlawful or immoral purpose

**4.7 Signs**

4.7.1 The Transferee will not without the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed) place on the outside of the Phase or the curtilage thereof or on the exterior of the Phase or on the exterior of the Property or on the interior of the Property so as to be visible from the exterior any sign placard poster advertisement plate notice flag banner telecommunications equipment aerial satellite dish or other thing PROVIDED THAT the Transferor shall not object to the Transferee erecting marketing signage relating to the sale of the Property (such signage to be agreed with the Transferor such agreement not to be unreasonably withheld or delayed)

4.7.2 The Transferee will not hang place or deposit any goods articles or things for display sale or otherwise outside the Property

**4.8 Transferring or sub-letting**

4.8.1 Not to transfer or underlet or part with or share possession of any part of the Property (as distinct from the whole)

4.8.2 Not to transfer or underlet or part with possession of the Property as a whole without first procuring that the Transferee or lessee enters into the Deed of Covenant (in duplicate) with the Transferor and with the Management Company and pays the reasonable costs of the Transferor and the Management Company solicitor's PROVIDED THAT the Transferee shall be entitled to grant assured shorthold tenancies ("AST") of the Property for periods of one year or less containing an covenant by the tenant to observe and perform the covenants and conditions contained in this transfer mutatis mutandis without

the need for such Deed of Covenant

**4.9 Registration of dispositions and charges**

Upon every underletting (other than ASTs) assignment or transfer of the Property or the creation of any mortgage or charge thereon howsoever arising within one month thereafter to give to the Management Company or their solicitors a notice in writing with full particulars thereof and to produce to the Management Company certified copies of every document evidencing such disposition and to pay to the Management Company a reasonable fee (but not less than seventy five pounds (£75.00) together with VAT thereon for the registration of every such notice and the Management Company covenants with the Transferee that upon receipt of such notice duly given as aforesaid and upon payment of all unpaid Service Charge it shall give to the person lodging the same a receipted copy of the notice

**4.10** Upon every transfer or underletting of the Property or on such occasion when the Property shall not be the principal residence of the Transferee (whilst the Transferee is the Transferee for the purposes hereof) within one month of vacation of the Property by the Transferee to give to the Management Company or their solicitors a notice in writing with full particulars of the Transferee's permanent place of residence

**4.11 Alterations**

**4.11.1** Not to use the Property for any purpose other than as a private dwellinghouse in single family occupation or for the carrying on from part only of the Property of a trade or business by any member of that family without any employees or other assistants provided that such trade or business:-

- a) shall be such as may reasonably and conveniently be carried on in a residential development of the size and nature of the Estate and
- b) shall not depend upon the presence or attendance at the Property of customers or clients or other persons engaged in the trade or business and
- c) does not require the prior grant of planning permission for change of use and
- d) shall not be noisy or noxious or cause a nuisance to any other occupiers on the Estate

**4.11.2** Not to place or suffer to be placed on any part of the Property any commercial showboard placard or nameplate

**4.11.3** Not to do or suffer to be done any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Transferor or occupier of any part of the remainder of the Estate

**4.11.4** Not to construct or place any additional building or other erection on the Property or make any external alteration in or addition to the House or the walls fences or the front garden thereof for a period of ten years from the date hereof without the previous written approval of the Transferor and/or the Management Company to plans elevations sections specifications and detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Transferee shall pay to the Transferor and/or the Management Company such reasonable fee for the consideration of such application as the Transferor and/or the Management Company shall from time to time prescribe whether the approval of the Transferor and/or the Management Company to such application be given or not

**Open plan**

**4.12** Not to erect any fences hedges or walls whatsoever on the Property between the House and the roadway or use such area for any other purpose than as accessway lawn or flower beds and to maintain such area as open development and not to permit or allow any obstruction within any part

of that area as comprises in whole or in part a vision splay/sight line requirement of the local highways authority to exceed 600mm in height

#### **Walls and fences**

- 4.13 Not to alter the position type and height of existing walls and fences (if any) between the enclosed rear garden and the adjoining land laid out to an open plan design

#### **Dustbins**

- 4.14 Not to place or keep dustbins or refuse bags or the like in front of the House except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the relevant Authorities to facilitate collection of rubbish from the front of the House by the said Authorities on the said recognised refuse collection days

#### **Party walls**

- 4.15 Not at any time hereafter to permit or authorise the demolition of any building on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without complying with paragraph 4.16 next following
- 4.16 To forthwith support point and render weatherproof to reasonable standard the party walls referred to in preceding paragraph 4.15 if at any time the said party walls shall become exposed as exterior walls

#### **Aerials**

- 4.17 Not to breach any of the requirements of the local planning authority regarding the erection and placing of aerials satellite receivers or similar apparatus on any part of the Property
- 4.18 Subject to paragraph 4.17 not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Property so as to be visible from the Phase Roads and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate

#### **Landscaping**

- 4.19 Not to damage or remove any tree or shrub which may have been planted or retained on the Property in accordance with any landscaping scheme approved by any Authority and to maintain such trees and shrubs in accordance with good husbandry practice and not to plant within the front or rear gardens of the Property any trees shrubs or other vegetation exceeding 2m in height or likely to grow to a size exceeding 2m in height and which would interfere with the enjoyment of light to neighbouring property

#### **4.20 Common facilities**

- 4.20.1 Pay a fair and proper proportion of all costs fees and expenses properly and reasonably incurred by the Transferor for maintaining or improving any Exclusive Conduits or Common Conduits which belong to or are available for use by the Property
- 4.20.2 The proper proportion will be determined by the Transferor (acting reasonably) and if disputed by a Surveyor who for this purpose will act as expert

#### **4.21 Service Charge**

- 4.21.1 The Transferee hereby covenants to pay to the Management Company such part of the Service Charge as is attributable to the Property on the terms set out in Schedule 3
- 4.21.2 All sums paid by the Transferee to the Management Company in respect of that part of

the Service Provision as relates to the reserves referred to at paragraph 1.3 of schedule 3 hereof shall be held by the Management Company in trust for the Transferee until applied towards the matters referred to in paragraphs 1.4 and 1.5 «IF parking space»and 1.6 «END IF»of Schedule 3 hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Management Company pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve

**4.22 Permit entry**

At all reasonable times on notice to permit the Transferor the Management Company and the lessees and owners of other premises in the Phase with workmen and others to enter the Property for the purposes of repairing any adjoining or neighbouring premises and for the purpose of repairing any adjoining or Neighbouring Property and for the purpose of repairing maintaining and replacing all Common Conduits or other conveniences belonging to or serving the same the party so entering making good any damage caused to the Property

**4.23 VAT**

Any money payable under this Transfer is exclusive of VAT and the Transferee will pay in addition to any sum payable under this Transfer an amount equal to the VAT properly charged on it

**4.24 Additional covenants and regulations**

To observe the covenants set out in Schedule 4 and all reasonable regulations as the Management Company may make from time to time relating to the orderly and proper use of the Phase the Estate the Phase Common Parts and the Estate Common Parts «IF parking space»and the Car Parking Area «END IF»

«IF parking space»

**4.25 Use of Parking Space**

4.25.1 Not to leave or park or permit to be left or parked in a parking space which the Transferee has the written authority to use any vehicle except for one private roadworthy motor car or motorcycle

4.25.2 Not to cause or permit any motor vehicle owned or kept by the Transferee or in his charge to enter or remain on any part of the Estate unless it complies in all respects with all legislation for the time being in force relating to the use of motor vehicles on the public highway including in particular (but not exclusively) the requirements that (1) there is in force in relation to the vehicle a policy of insurance satisfying the requirements of Section 143 of the Road Traffic Act 1988 (2) the vehicle complies with all regulations made pursuant to Section 41 42A 41B and 42 of the Road Traffic Act 1988 relating to the construction and use of vehicles and equipment and (3) there is fixed to and exhibited on the vehicle a current vehicle excise licence as prescribed by Section 1 of the Vehicular Excise and Registration Act 1994 AND reference to legislation in this regulation shall be construed as including references to legislation amending or substituting the enactments specified

4.25.3 Not to carry out to any vehicle parked in a parking space any detailed mechanical engineering works which would otherwise normally be carried out at a garage

4.25.4 Not to store in or on a parking space or in any vehicle for the time being thereon any petrol oil gas or other inflammable material except for petrol oil or gas in the tanks of such vehicles

«END IF»

4.26 **Planning**

Not to make or raise any objection to any planning application made by the Transferor (here meaning Countryside Properties (UK) Limited) or any associate or parent company of the Transferor or to any application for the variation of the existing planning permission obtained by the Transferor in relation to either the Estate or any Neighbouring Property

4.27 **Maintenance**

4.27.1 To keep in good and substantial repair and condition the walls fences or hedges on the sides of the Property marked "T" within the boundary of the Property on Plan 3

4.27.2 To maintain any trees hedges or shrubs planted by the Transferor under the terms of any landscaping or similar scheme approved by any Authority and to replace any such trees hedges or shrubs which need to be replaced and in the event of the Transferee not complying with this covenant then to permit the Transferor to enter upon the Property in accordance with Schedule 2 to execute such works and the cost thereof shall be a debt due from the Transferee to the Transferor and be forthwith recoverable by action

4.27.3 To join with the owners for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any party walls

4.27.4 To keep the front and rear garden of the Property (if any) in a neat and tidy condition and to maintain any grassed area immediately adjoining the Property which may comprise an adoptable verge within the Phase Roads and in the event of the Transferee not complying with this covenant whilst the Transferor is carrying out the development of the Estate to permit the Transferor to enter upon the Property to carry out maintenance works and the cost thereof shall be a debt due from the Transferee to the Transferor and be forthwith recoverable by action

5 **Grant of Rentcharge**

5.1 In consideration of the covenants on the part of the Management Company hereinafter contained and in consideration of the Property the Transferee with Full Title guarantee grants to the Management Company the following rentcharge:-

5.1.1 A perpetual yearly estate rentcharge of (the "**Rentcharge**") to be forever charged upon and issuing out of the Property to be paid in advance without deduction on [ ] in every year if demanded

5.2 If the Rentcharge or any part thereof respectively shall be unpaid for 28 days after becoming payable (whether formally demanded or not) it shall be lawful for the Management Company at any time thereafter to re-enter upon the land hereby transferred or any part thereof in the name of the whole but without prejudice to the right of action of the Management Company in respect of any breach of the transferees covenants herein contained provided that if the Management Company has received written notice of any third party taking a legal charge over the Property ("the Chargee") then the Management Company will not exercise any right to re-enter the land hereby transferred or any part thereof unless it has given at least 48 working days prior written notice to the Chargee of its intention to do so and of the amount of any arrears of the Rentcharge

5.3 The remedies conferred by Section 121 (3) and (4) of the Law of Property Act 1925 are expressly excluded in respect of the Rentcharge

6 **Covenant by the Management Company**

6.1.1 The Management Company shall apply any Rentcharge received by it to provide maintain and operate the Community Facilities and ancillary services thereto (acting in

accordance with the principles of good estate management) and with the consent of The Mayor and Burgesses of the London Borough of Barnet (such consent not to be unreasonably withheld or delayed) to provide maintain and operate such other facilities and/or amenities and services ancillary thereto at the Estate for the benefit of the tenants and occupiers of the Estate and the local community.

- 6.1.2 The Management Company shall as soon as reasonably practicable after the first Regeneration Phase (as defined in the Regeneration Agreement) and annually thereafter prepare and send to The Mayor and Burgesses of the London Borough of Barnet a statement or report which provides details of the Rentcharge received and the application of those receipts for the purpose permitted under clause 6.1.1 above (a 'Rentcharge Receipts Report') and to the extent that it has not expended or committed to expend any Rentcharge for such purpose within twelve (12) months following receipt by the Management Company the Management Company shall at the written request of The Mayor and Burgesses of the London Borough of Barnet pay such relevant amount to The Mayor and Burgesses of the London Borough of Barnet and if The Mayor and Burgesses of the London Borough of Barnet fails to make such request within thirty (30) working days the Management Company will be entitled to retain such relevant amount for use in connection with the purposes permitted under clause 6.1.1 and shall account for any remaining part of the relevant amount in the next Rentcharge Receipts Report.

## **7 Transferor's covenants**

### **7.1 Phase Roads and Sewers**

The Transferor will when called upon by the appropriate statutory authority (or earlier if the Transferor shall think fit) procure that the adoptable Phase Roads and Phase Sewers shall be made up to an adoption standard and completed to the satisfaction of the relevant statutory authority maintain the Phase Roads and the Phase Sewers thereunder until so taken over and will indemnify the Transferee against all liability in respect thereof

## **8 Management Company's covenants**

The Management Company hereby covenants separately with the Transferor and with the Transferee as follows:-

### **8.1 Services**

The Management Company will subject to the payment of the Service Charge provide the Phase Essential Services the Estate Essential Services and Car Parking Essential Services subject to the Transferee complying with its obligations in Clause 1.1 of Schedule 3 provided always that the Management Company shall only provide the Essential Services for any part of the Phase and/or the Estate:

8.1.1 in which the Transferor and/or the Management Company owns (and in the future over which the Transferor and/or the Management Company acquires) a freehold or leasehold interest or over those parts that it is granted sufficient rights to provide the Essential Services and

8.1.2 where construction of the relevant part of the Phase and/or the Estate has been completed pursuant to a building contract

**PROVIDED THAT:-**

8.1.3 Subject to complying with its obligations hereunder the Management Company shall not be liable to the Transferee for any failure in or interruption of the Essential Services for reasons beyond the control of the Management Company

8.1.4 The Management Company may add to diminish modify or alter any Essential Services if by reason of any change of circumstances such addition diminution or alterations is in the opinion of the Management Company reasonably necessary or desirable in the interests of good estate management or for the benefit of the occupiers of the Phase or the Estate

## 9 General provisions

It is agreed that:

### 9.1 Limitation of the Transferor's and the Management Company Liability

The Transferor and/or the Management Company shall not be liable for any damage suffered by the Transferee any member of the Transferee's family or any employee servant or licensee of the Transferee through any defect in any fixture tank Common Conduits Exclusive Conduits machinery apparatus or thing in the Phase or the Estate or through the neglect default or misconduct of any servant employed by the Management Company acting outside the Management Company's and/or the Transferor's instruction in connection with the Phase or Estate or for any damage to the Property due to the bursting or overflowing of any tank boiler Common Conduits or Exclusive Conduits in the Phase or the Estate except insofar as any such liability may be covered by insurance effected by the Management Company

### 9.2 Transferor's power to deal with other premises

Notwithstanding anything contained in this Transfer the Transferor shall have power without obtaining any consent from or making any compensation to the Transferee to deal as the Transferor may think fit with any other land buildings or premises adjoining or near to the Property any Block the Phase or the Estate and to erect rebuild or heighten on such other land or premises any buildings whether such buildings shall or shall not affect or diminish the light or air which may now or at any time be enjoyed by the Transferee or other transferee's or occupiers of the Property

### 9.3 No implied easements

Nothing will:

9.3.1 confer on the Transferee any right to the benefit of or to enforce any covenant condition or agreement relating to any other property belonging to the Transferor

9.3.2 limit or affect the right of the Transferor to deal in any manner which the Transferor may think fit with any other property belonging to the Transferor at any time

9.3.3 confer on the Transferee any liberty privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 except for those expressly set out in this Transfer

### 9.4 Third party rights

9.4.1 Nothing in this Transfer is intended to confer any benefit on any person who is not a party to it

9.4.2 The parties may by agreement vary this Transfer without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided

## 10 Value Added Tax

Sums payable under this Transfer for the supply of goods and services are exclusive of value added tax which is to be payable if applicable in respect of and at the same time as each sum falls due for

payment

## Schedule 1

### Rights granted

Over and above the rights granted for the benefit of the Phase (or any part thereof) which are intended to benefit the Property the Transferor grants to the Transferee the following rights and future rights over any Block the Phase and the Estate for the benefit of the Property so far as it is able to grant the same at the date of this Transfer and so far as it is able to grant the same from such future rights that the Transferor is granted over the Estate or acquires by virtue of acquiring the freehold of or leasehold interest in the Estate or any part:

- 1 The right for the Transferee and all persons authorised by the Transferee to use for all normal purposes the Common Conduits and Exclusive Conduits on through or under the Units any Block the Phase and the Estate and to make extensions thereto and connections therewith and in the case of the Common Conduits with the consent of the Transferor (such consent not to be unreasonably withheld or delayed) and in accordance with an agreed method statement (which agreement shall not be unreasonably withheld or delayed) for all proper purposes with power to enter thereon for such purposes and to cleanse empty execute repairs and renew the same upon giving 48 hours written notice (except in the case of emergency when no notice shall be required) PROVIDED THAT the person exercising such right shall make good and indemnify the Transferor against any damage or inconvenience caused and shall cause as little inconvenience as possible to the Transferor
- 2 The right for the Transferee and all persons authorised by the Transferee (in common with all other persons entitled to the like right) at all times to use the Phase Common Parts and the Estate Common Parts for all purposes incidental to the occupation and enjoyment of the Property
- 3 The right for the Transferee with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Phase the Estate and the Units
  - 3.1 for the purpose of repairing cleansing maintaining or renewing any Exclusive Conduits or
  - 3.2 for the purpose of repairing maintaining renewing or rebuilding the Property or any part of the Phase giving subjacent or lateral support shelter or protection to the Property

**provided that** such works are in accordance with an agreed method statement with the Transferor or owners of any affected Unit (except in the case of emergency when no notice or method statement shall be required) causing as little disturbance as possible and making good any damage caused

- 4 All rights (in common as aforesaid) of overhang of roofs windows gutters eaves downspouts drainage encroachment of foundations (if any) (including but without limitation any fence post foundations) passage of light air and water and (where necessary) the discharge of rain water from the roofs eaves spouts gutters and pipes of the House and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the remainder of the Phase and/or the Estate by the Property or by any buildings now erected or hereafter to be erected thereon including so far as they are capable of subsisting a right of support and protection to the buildings now erected or hereafter to be erected on the Property by such parts of the buildings now erected or hereafter to be erected on the remainder of the Phase and/or the Estate which support and protect the same
- 5 Full and free right and liberty for the Transferee and all persons authorised by him in common with all other persons who have or may hereafter have the like right at all times and for all reasonable purposes connected with the present and every future use of the Property with or without motor and other vehicles to go pass and repass along the Phase Roads and any other road or roads leading from the Phase Roads to a public highway PROVIDED ALWAYS that such right is restricted to a pedestrian right only in respect of such parts of the Phase Roads as are not intended for vehicular use

- 6 A similar right to that stated in paragraph 5 of this Schedule 1 (but subject to a similar proviso) over so much of the Shared Accessway as affords access to the Property (if any) the Transferee bearing paying and contributing together with such other persons who are now or may hereafter be entitled to use the Shared Accessway a fair proportion according to the extent to which he uses the same of the cost of repairing and maintaining the same PROVIDED ALWAYS that such right is restricted to a pedestrian right only in respect of such part of the Shared Accessway as are not intended for vehicular use

«IF parking space»

- 7 The right to park one private motor vehicle in such parking space as the Management Company (at the direction of the proprietor of the Initial Parking Space) may from time to time designate and notify to the Transferee in writing and the ability of the Management Company (at the direction of the proprietor of the Initial Parking Space) to change the designated parking space where circumstances shall reasonably so require AND the Transferor and Management Company hereby notifies the Transferee that the initial parking space shall be the Initial Parking Space hereinbefore defined
- 8 The right of way with or without vehicles over and along and through the Car Parking Area and the ramps and accessways leading to and from the Car Parking Area and to the public highway in exercise of the rights contained in paragraph 7 above subject to such regulations as the Management Company or proprietor of the Car Parking Area may from time to time notify the Transferee or display in the Car Parking Area and if the Car Parking Area is not immediately adjacent to the public highway the right of way along such routes as the proprietor of the Car Parking Area may specify to and from the Car Parking Area

«END IF»

PROVIDED ALWAYS that none of the rights herein before granted in this Schedule shall apply to or be exercised over any electricity sub-station site or sites included in any Block the Phase or the Estate

## **Schedule 2**

### **Rights reserved**

The following rights are reserved for the benefit of the Transferor and the Management Company for the benefit of the Phase the Estate and/or the Neighbouring Property or as otherwise stated

- 1 The right for the Transferor and/or the Management Company and all persons authorised by the Transferor and/or the Management Company and all persons having any interest in any Unit any Block the Phase and/or the Estate and all other persons entitled thereto to use for all normal purposes the Common Conduits and other conduits exclusively serving any Unit any Block the Phase and/or the Estate upon through or under the Property and to make extensions thereto and connections therewith and to lay any Common Conduits in upon or under the Property for all proper purposes with power to enter thereon for such purposes and to cleanse empty and execute repairs to the same PROVIDED THAT the person exercising such right shall proceed expeditiously and make good and indemnify the Transferee against any damage caused thereby to the Property and shall cause as little inconvenience as reasonably possible to the Transferee
- 2 The right to build on alter or deal with any property not included in this Transfer which may from time to time be owned by the Transferor.
- 3 All rights of light support protection and shelter and all other easements and rights now or after the date of this Transfer belonging to or enjoyed by any part of any Block the Phase the Estate or any adjoining or neighbouring premises (but without prejudice to those expressly granted to the Transferee in Schedule 1 of this Transfer)
- 4 The right for the Transferor and/or the Management Company and/or the Owners and all persons

authorised by the Transferor and/or the Management Company and/or the Owners at all times so far as may be reasonably necessary with or without workmen on giving reasonable notice in writing (except in emergency) to the Transferee to enter upon the Property with all necessary tools and materials for the purpose of inspecting repairing cleansing maintaining replacing altering renewing or rebuilding the Property any Unit any Block the Phase or the Estate or to construct empty repair or renew any Common Conduits on the Property and other conduits exclusively serving any Unit any Block the Phase and/or the Estate or for any other reasonably necessary or reasonable purpose as often as occasion may reasonably require PROVIDED THAT the Transferor and/or the Management Company and/or the Owners shall proceed and make good and indemnify the Transferee against any damage caused thereby to the Property and the Transferor and/or the Management Company shall cause as little inconvenience as possible to the Transferee

- 5 The right for the Transferor and/or the Management Company all persons authorised by the Transferor and/or the Management Company and all persons having any interest in any Block or the Phase and all other persons entitled thereto to erect scaffolding for the purpose of repairing cleaning decorating or altering any buildings which are now or may be constructed on any Block or the Phase notwithstanding the fact that such scaffolding may temporarily restrict the access to or the enjoyment and use of the Property or the access of light and air thereto PROVIDED THAT the Transferor and/or the Management Company shall ensure that the scaffolding is removed as soon as reasonably possible when the works are completed and make good and indemnify the Transferee against any damage caused thereby to the Property and shall cause as little inconvenience as reasonably possible to the Transferee
- 6 In the event of the Transferee having failed after reasonable written notice from the Transferor and/or the Management Company to comply with the provisions of this Transfer the right for the Transferor and/or the Management Company and all persons authorised by the Transferor and/or the Management Company to enter the Property in order to remedy such default PROVIDED THAT the person exercising such rights:-
  - 6.1 Shall only do so insofar as such inspection repair and maintenance cannot reasonably be carried out without such entry and then on prior written appointment
  - 6.2 Shall be exercised only over so much of the Property as may be reasonably necessary
  - 6.3 Prior to the carrying out of any works of maintenance and repair the person seeking to exercise such rights shall agree with the Transferee (all parties acting reasonably) and any adjoining Owner the method and programme of the intended works in order to minimise the interference with the use and occupation of the Property
  - 6.4 Shall be exercised to such a manner as to cause minimum interference to the Property and the use and occupation thereof
  - 6.5 Shall make good all damage occasioned to the Property to the Transferee and any adjoining Owner's reasonable satisfaction
- 7 The right of the Transferor to grant for the benefit of any Block the Phase and/or the Estate all easements wayleaves licences rights and privileges needed by local authorities the Highway Authority and other statutory authorities electricity gas water and oil supply companies and television and radio services usually provided or maintained by them and the Transferee shall if required at his own expense concur in the grant of such easements wayleaves licences rights and privileges as may be required in connection with the provision and maintenance of such services and obtain his/her mortgagee's (if any) similar concurrence thereto
- 8 All rights of overhang of roofs windows gutters eaves downspouts drainage encroachment of foundations (if any) (including but without limitation any fence-post foundations) passage of light air and water and (where necessary) the discharge of rain water from the roofs eaves spouts gutters

and pipes of the remainder of the Estate and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the Property by the remainder of the Estate or by any buildings now erected or hereafter to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) including so far as they are capable of subsisting a right of support and protection to the buildings now erected or hereafter to be erected on the remainder of the Estate by such parts of the buildings now erected or hereafter to be erected on the Property which support and protect the same

#### **Rights in favour of electricity company**

9 EXCEPTING AND RESERVING unto the electricity provider for the benefit of its electricity undertaking and each and every part thereof the full right and liberty for the electricity company and its officers servants workmen and agents and all persons authorised by it to lay construct install maintain use inspect relay renew repair replace or remove underground electric cables and conduits or pipes and ancillary equipment within and under the Property or any part of the Property and to enter and be upon the Property with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is necessary from time to time for all or any of the purposes aforesaid the electricity company doing as little damage as possible and backfilling any excavations so made and restoring the surface of the Property so broken up as soon as may be practicable

#### **10 Rights in favour of water company**

##### **10.1 Definitions:**

- "the Undertaker"** means [ ] and its successors in title
- "the Grantor"** shall mean the owner of the Protected Strip (if any) affected by the works but not being within an estate road or public highway
- "the Apparatus"** means the foul and/or surface water sewers and any accessories thereto as defined by section 219 of the Water Industry Act 1991 as are within the Protected Strip (if any)
- "the Protected Strip"** means the strip of land being six metres wide and unless the contrary shall be stipulated or be clear from Plan 3 the Protected Strip shall lie one half of each side of the centre line of any Apparatus as lie within the Property or the vicinity of the Property
- "the Dominant Tenement"** means the undertaking of the Undertaker within its area as particularised in the "Instrument of Appointment" as a sewerage undertaker taking effect under the Water Act 1989 and the properties and rights forming part thereof

10.2 Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Grantor from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Grantor hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof where there is a Protected Strip within the boundaries of the Property:-

10.2.1 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus as shall be a pipe and (except where the Apparatus is used to convey foul water) to discharge therefrom into any ditch or watercourse within or adjacent to the Protected Strip

10.2.2 For the purposes hereof and in particular for the purposes mentioned in paragraph 10.2.1 of this clause (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or

night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonably damage thereto or to the Grantor's adjoining land

- 10.2.3 The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus Provided the same are not to be erected in such a position as to unreasonably affect the beneficial use of the Grantor's adjoining land
- 10.2.4 The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation thereto
- 10.2.5 The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights
- 10.2.6 The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor
- 10.2.7 The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon
- 10.3 Where there is a Protected Strip within the Property the Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants
- 10.3.1 Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may
- a) endanger injure or damage the Apparatus or render access thereto more difficult or expensive
  - b) adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same
- 10.3.2 Without prejudice to the generality of the foregoing
- a) not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character
  - b) not to withdraw support from the Apparatus or from the Protected Strip
  - c) not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip
  - d) not to alter the ground levels within the Protected Strip
  - e) not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
  - f) not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees

formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable

- 10.3.3 To advise any Transferee for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the Transferee's occupancy and enjoyment of the Protected Strip
- 10.3.4 The Undertaker shall have the benefit of the right to enforce this covenant pursuant to The Contracts (Rights of Third Parties) Act 1999
- 10.3.5 Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenants the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991

#### **Rights in favour of the Highway Authority**

- 10.4 Full right and liberty for the Highway Authority and its successors in title and its servants and agents to enter upon cross and recross with or without all necessary apparatus and vehicles so much of the Property as may be necessary to enable the Highway Authority to maintain inspect renew and repair therein the surface water drainage serving the adoptable highway (if any)
- 10.5 Full right and liberty for the Highway Authority and its successors in title to use the said surface water drainage for the purpose of draining surface water from the adoptable highway (if any)

### **Schedule 3**

#### **Service charge**

#### **1 Service Charge Provisions**

##### **1.1 Covenant to pay**

The Transferee covenants with the Transferor and separately with the Management Company to pay the Service Charge by equal payments in advance on the first day of each month by bank standing order direct debit or such other method as may be agreed between the parties

##### **1.2 When calculated**

The Service Provision in respect of any Account Year shall be calculated before the beginning of the Account Year and shall be calculated in accordance with paragraph 1.3 below

##### **1.3 How calculated**

1.3.1 The Phase Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Management Company for the matters specified in paragraph 1.4 together with:

- a) an appropriate amount as a reserve for or towards the matters specified in paragraph 1.4 as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once or at intervals of more than one year including (without limitation) such matters as the decoration of the exterior of the Phase (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Phase Provision shall not fluctuate unduly from year to year) but

b) reduced by any unexpended reserve already made pursuant to paragraph 1.3.1 a)

1.3.2 The Estate Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Management Company for the matters specified in paragraph 1.5 together with:

a) an appropriate amount as a reserve for or towards the matters specified in paragraph 1.5 as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once or at intervals of more than one year (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Estate Provision shall not fluctuate unduly from year to year) but

b) reduced by any unexpended reserve already made pursuant to paragraph 1.3.2a)

«IF parking space»

1.3.3 The Car Parking Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Management Company for the matters specified in paragraph 1.6 together with:

a) an appropriate amount as a reserve for or towards the matters specified in paragraph 1.6 as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once or at intervals of more than one year (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Car Parking Provision shall not fluctuate unduly from year to year) but

b) reduced by any unexpended reserve already made pursuant to paragraph 1.3.3a)

«END IF»

#### 1.4 Phase Provision

The relevant expenditure to be included in the Phase Provision shall comprise all expenditure reasonably incurred by the Management Company in connection with the repair management maintenance and provision of services for the Phase provided always that any such expenditure that relates solely to the Property any Block the Estate «IF parking space»the Car Parking Area«END IF» and the Units shall be excluded from the Phase Proportion. The Phase Proportion shall include (without prejudice to the generality of the foregoing):

1.4.1 the costs of and incidental to the Management Company providing the Phase Essential Services

1.4.2 the costs of and incidental to compliance by the Transferor and/or the Management Company with every notice regulation or order of any competent local or other authority in respect of the Phase (which shall include compliance with all relevant statutory requirements)

1.4.3 all reasonable fees charges and expenses payable to the Authorised Person any solicitor accountant surveyor valuer architect or other person whom the Management Company may from time to time reasonably employ in connection with the management or maintenance of the Phase (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation

of the account of the Service Charge and if any such work shall be undertaken by an employee of the Management Company then a reasonable allowance for the Management Company for such work

- 1.4.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Phase and
- 1.4.5 any administrative charges incurred by or on behalf of the Transferor and/or the Management Company including but not limited to:
- a) the grant of approvals under this Transfer or applications for such approvals
  - b) the provision of information or documents by or on behalf of the Transferor and/or the Management Company
  - c) costs arising from non-payment of a sum due to the Transferor and/or the Management Company and/or
  - d) costs arising in connection with a breach (or alleged breach) of this Transfer
- 1.4.6 any interest paid or other costs reasonably and properly incurred on money borrowed by the Management Company to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Phase
- 1.4.7 repairing maintaining managing and renewing any part of the Phase (including the Phase Common Parts)
- 1.4.8 the cost of repairing maintaining and renewing all fire fighting equipment and complying with the reasonable requirements of the fire officer or the insurers (other than where such services relate only to any Block)
- 1.4.9 the cost of repairing maintaining and renewing the bin stores serving the Phase (to the extent that they do not serve only the occupiers of any Block) and all equipment reasonably required for the collection storage and removal of refuse
- 1.4.10 if individual occupiers are not separately assessed or charged for the same the cost of supplying water and drainage services to the Phase (to the extent that they do not serve only the occupiers of any Block)
- 1.4.11 the cost of maintaining repairing and replacing any communal television aerial to the Phase (to the extent that such equipment does not serve only the occupier of any Block)
- 1.4.12 the cost of providing operating maintaining renewing and replacing any CCTV system or any reasonably equivalent security device to monitor the Phase (but not to solely monitor any Block individually)
- 1.4.13 any contribution paid towards the cost of repairing or maintaining any area or facility used in common with occupiers of Units who together benefit from all of the Phase
- 1.4.14 the cost of inspecting repairing maintaining cleaning replacing and renewing any Common Conduits which serve the Property in common with the Units that together benefit from all of the Phase
- 1.4.15 the cost of providing such staff for the servicing management and security of the Phase as a whole as the Management Company shall reasonably consider necessary

- 1.4.16 the insurance valuation of any part or parts of the Phase Common Parts from time to time
- 1.4.17 effecting insurance against the liability of the Transferor and/or the Management Company to residents within the Phase and any other third parties and against such other rights and such amounts as the Management Company shall think fit in respect of the Phase (but not against the liability of individual purchasers as occupiers of Units on the Phase)

**1.5 Estate Provision**

The relevant expenditure to be included in the Estate Provision shall comprise all expenditure reasonably incurred by the Management Company in connection with the repair management maintenance and provision of services for the Estate but not to any building or individual premises on the Estate and only to the extent that the Transferor and/or the Management Company has an interest in the Estate or where the Transferor and/or the Management Company has been granted sufficient rights to provide the Estate Essential Services and all construction works in respect of the relevant part of the Estate have completed and shall include (without prejudice to the generality of the foregoing):

- 1.5.1 the costs of and incidental to the performance of the Estate Essential Services
- 1.5.2 the costs of and incidental to compliance by the Transferor and/or the Management Company with every notice regulation or order of any competent local or other authority in respect of the Estate (which shall include compliance with all relevant statutory requirements)
- 1.5.3 all reasonable fees charges and expenses payable to the Authorised Person any solicitor accountant surveyor valuer architect or other person whom the Transferor and/or Management Company may from time to time reasonably employ in connection with the management or maintenance of the Estate (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Transferor and/or Management Company then a reasonable allowance for the Transferor and/or the Management Company for such work
- 1.5.4 rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description
- 1.5.5 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Estate or in the whole or any part of the Estate Common Parts and
- 1.5.6 any administrative charges incurred by or on behalf of the Transferor and/or the Management Company including but not limited to:
  - i the grant of approvals under this Transfer or applications for such approvals
  - ii the provision of information or documents by or on behalf of the Transferor and/or the Management Company
  - iii costs arising from non-payment of a sum due to the Transferor and/or the Management Company and/or
  - iv costs arising in connection with a breach (or alleged breach) of this Transfer
  - v any interest paid or other costs reasonably and properly incurred on money

borrowed by the Transferor and/or the Management Company to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Estate

- 1.5.7 the costs of and incidental to:
- a) inspecting repairing reinstating replacing and furnishing the Estate Common Parts
  - b) lighting the Estate Common Parts
  - c) maintaining the grounds and gardens of the Estate
  - d) renewing maintaining and repairing all access systems and controls to the Estate (but not solely to individual buildings on the Estate)
  - e) the cost of repairing maintaining and renewing the bin stores and all equipment reasonably required for the collection storage and removal of refuse
  - f) the cost of providing appropriate furniture and equipment in the Estate Common Parts
  - g) the cost of providing operating maintaining and renewing or replacing any CCTV system for the Estate or any reasonably equivalent security device
  - h) any contribution paid towards the cost of repairing or maintaining any area or facility used in common with other occupiers of buildings on the Estate
  - i) the cost of and incidental to compliance by the Transferor and/or the Management Company with every notice regulations or order of any competent local or other authority in respect of the Estate
- 1.5.8 any interest paid in other costs reasonably and properly incurred on money borrowed by the Transferor and/or the Management Company to repay and expenses incurred in connection with the repair management maintenance and provision of services for the Estate
- 1.5.9 the insurance valuation of any part or parts of the Estate Common Parts from time to time
- 1.5.10 effecting insurance against the liability of the Transferor and/or the Management Company to residents within the Estate and any other third parties and against such other rights and in such amounts as the Management Company shall think fit in respect of the use of the Estate (but not against the liability of the individual purchasers as occupiers of Units on the Phase)

«IF parking space»

## 1.6 Car Parking Provision

All costs charges and expenses incurred or expended by the Management Company in connection with the repair management maintenance and provision of the Car Parking Essential Services and shall include (but no limited to) the following:

- 1.6.1 The cost of and incidental to the Management Company providing the Car Parking Essential Services
- 1.6.2 the costs of and incidental to compliance by the Transferor and/or the Management Company with every notice regulation or order of any competent local or other authority in respect of the Car Parking Area (which shall include compliance with all relevant statutory

requirements)

- 1.6.3 all reasonable fees charges and expenses payable to the Authorised Person any solicitor accountant surveyor valuer architect or other person whom the Management Company may from time to time reasonably employ in connection with the management or maintenance of the Car Parking Area including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Management Company then a reasonable allowance for the Management Company for such work
- 1.6.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Car Parking Area and
- 1.6.5 any administrative charges incurred by or on behalf of the Transferor and/or the Management Company including but not limited to:
- a) the grant of approvals under this Transfer or applications for such approvals
  - b) the provision of information or documents by or on behalf of the Transferor and/or the Management Company
  - c) costs arising from non-payment of a sum due to the Transferor and/or the Management Company and/or
  - d) costs arising in connection with a breach (or alleged breach) of this Transfer
- 1.6.6 any interest paid or other costs reasonably and properly incurred on money borrowed by the Management Company to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Car Parking Area
- 1.6.7 repairing maintaining managing and renewing any part of the Car Parking Area (other than in respect of Block Common Parts or the Phase Common Parts)
- 1.6.8 the cost of repairing maintaining and renewing all fire fighting equipment and complying with the reasonable requirements of the fire officer or the insurers as regards the Car Parking Area (other than where such services relate only to any Block and/or the Phase)
- 1.6.9 if individual occupiers are not separately assessed or charged for the same the cost of supplying water and drainage services to the Car Parking Area (to the extent that they do not serve only the occupiers benefitting from any Block and the Phase)
- 1.6.10 the cost of providing inspecting operating servicing maintaining repairing overhauling and replacing all electrical and mechanical equipment and other apparatus plant and machinery in the Car Parking Area
- 1.6.11 the cost of providing operating maintaining renewing and replacing any entry system or equipment or any reasonably equivalent security device for the Car Parking Area (but not to solely monitor any Block or the Phase)
- 1.6.12 the cost of supply of all electricity gas oil fuel or other power for all purposes in connection with the Car Parking Area
- 1.6.13 the cost of inspecting repairing maintaining cleaning replacing and renewing any Common Conduits which serve the Car Parking Area

1.6.14 the cost of providing such staff for the servicing management and security of the Car Parking Area as a whole as the Management Company shall reasonably consider necessary

«END IF»

**1.7 Adjustment to actual expenditure**

As soon as practicable after the end of each Account Year the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 1.3.1 and 1.3.2 (and when applicable paragraph 1.3.3) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Transferee with a copy of the certificate and the Transferee shall be allowed or (as the case may be) shall pay immediately following receipt of the certificate the relevant proportion of the excess or the deficiency

**1.8 Change of Specified Proportion**

If in the reasonable opinion of the Authorised Person or the Management Company it shall at any time be necessary or equitable to do so the Management Company may recalculate on an equitable basis each or any of the Phase Proportion the Estate Proportion and where applicable the Car Parking Proportion and will notify the Transferee in writing accordingly and from the date specified in the notice the new Phase Proportion the Estate Proportion and if applicable the Car Parking Proportion shall be substituted for that set out in this Transfer

**1.9 Replacement where necessary**

In performing the Essential Services the Management Company may replace any item with a new one or reclaimed item of comparable or better specification and quality where the Management Company (acting reasonably) thinks it is uneconomic to repair the whole or part of the item in question or that it is likely to become uneconomic to continue to repair the whole or any part of it in the future and the costs of replacement will be included as an Item for the purposes of this schedule

**1.10 Double Counting**

For the avoidance of doubt there shall be no incidence of double-counting by the Management Company under this Schedule 3

**Schedule 4**

**Mutually Enforceable Covenants**

1 Not to use the Property nor permit the Property to be used for:-

1.1 any purpose other than as a dwelling in single occupation only or

1.2 any purpose from which a nuisance can arise to the owners lessees or occupiers of the other properties in the Phase or in the neighbourhood

2 Not to do or permit to be done at the Property the Phase or any part of the Estate or in the neighbourhood of the Estate by any members of the Transferee's household or visitors any act or thing which may:

2.1 render void or voidable any policy of insurance on the Phase or Estate or may cause an increased premium to be payable

2.2 cause or permit to be caused nuisance annoyance or disturbance to the owners lessees or

occupiers of Property in the neighbourhood or visitors to the neighbourhood

- 2.3 result in any acts of racial sexual or other form of harassment or intimidation of any other person including the Transferor's or the Management Company's staff contractors and agents or
- 2.4 result in the use of the Property for any unlawful or immoral purpose
- 3 Not to do or permit to be done anything which may cause obstruction in or interference with any of the Exclusive Conduits or Common Conduits in the Phase or Estate
- 4 Not to use any balcony or roof terrace for any purpose other than quiet relaxation
- 5 Not to erect install or place on or at the Property or the Phase any external satellite dish aerial or other means of receiving satellite signals or any other external aerials
- 6 Not to place or display outside the Property or inside the Property as to be visible from the outside any offensive poster notice advertisement name or sign
- 7 No wireless or advertisement board or hoarding whether temporary or permanent shall be erected on the Property the Phase or the Estate
- 8 Not to sell or suffer to be sold any wines spirits or intoxicating liquors of any kind on the Property or any part thereof nor to do or keep or suffer to be done or kept thereon any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Transferor or to the occupiers or owners of adjoining or neighbouring property or which may tend to lessen or depreciate the value of any Block the Phase or the Estate or other property in the neighbourhood
- 9 Not to hold or permit or cause to be held a sale by auction on the Property
- 10 Not to unreasonably obstruct the access of light or air to any building adjoining the Property by erecting or altering any building or other structure on the Property
- 11 Not to leave any vehicle bicycle tricycle perambulator toy motor car or other object or thing on any part of the Phase Common Parts and the Estate Common Parts so as to cause a nuisance annoyance or inconvenience to the owners and occupiers of the Phase or Estate
- 12 Not to suffer or permit any mat carpet or similar articles to be shaken or beaten at any time out of the windows of the building
- 13 Not to deposit any dust or rubbish dustbins or refuse bags anywhere in the Phase or Estate other than in a refuse bin which shall only be kept in front of the House on such days as are recognised as refuse collection days
- 14 Not to install or suffer to be installed any machinery on the Property which shall be noisy or cause dangerous vibration or be a nuisance to the Transferor or the owners or lessees or occupiers of the nearby Property
- 15 Not to keep or bring in the Property the Phase or on the Estate any petrol oil liquid petroleum gas or other combustible dangerous or offensive substance or goods
- 16 To maintain the boundary walls or fences marked 'T' (if any) on the Plan [ ]
- 17 To maintain and keep in good repair and order the garden or patio area (if any) forming part of the Property
- 18 To comply with perform and observe all the terms of the Section 106 Agreement insofar as it affects

the Property and to indemnify the Transferor against all losses costs damages proceedings and claims affected as a result of any breach or non observance hereof

- 19 To comply with perform and observe all covenants conditions and restrictions referred to in the Transferor's title to the Property so far as they affect the Property and to indemnify the Transferor against all losses costs damages proceedings and claims affects as a result of any breach or non observance thereof
- 20 Not to do or suffer to be done any act or thing in or about the Property which shall or may grow to the damage or disturbance of the Transferor or the owner or occupier of any part of the remainder of the Phase and the Estate
- 21 Not to leave or park or permit to be left or parked any caravan boat trailer or commercial vehicle on the Phase and the Estate
- 22 Not to erect or place television aerials on the roof or exterior of the Property nor to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Property so as to be visible from the remainder of the Phase or the Estate or which might cause interference with the reasonable enjoyment of the remainder of the Phase or the Estate
- 23 Not to keep or allow any vehicles to stand on the Shared Accessways or the communal gardens footpaths roads and parking courts within the Phase and the Estate nor to do anything which would obstruct the easy access over the same
- 24 Not to allow any radio or television or any musical or mechanical instrument to be played or any music or singing to take place in or on the Property so as to be an annoyance to the Transferor or the Transferees and occupiers of the other properties in the Phase and not to allow any musical or mechanical instrument to be played or any music or singing to take place in the Phase at all between the hours of eleven pm and eight am
- 25 Unless this Transfer includes a right to a parking space not at any time or for any purpose to use the Car Parking Area within the Phase

**Schedule 5**

**Deed of Covenant**

**Dated**

**20[ ]**

**[TRANSFEEE]**

**- and -**

[MANAGEMENT COMPANY]

DEED OF COVENANT

relating to

«plot number cp»

«estate name cp» «estate locality cp»

THIS DEED OF COVENANT is made the                      day of                      20

BETWEEN                      of                      (hereinafter called "the Transferee") of the first part and  
[the Management Company] whose registered office is at                      [                      ] aforesaid (hereinafter  
called "the Management Company") of the second part

WHEREAS:-

- (1) By a Transfer (hereinafter called "the Transfer") dated [                      ] and made between (1) Countryside Properties (UK) Limited (hereinafter called "the Transferor") (2) London and Quadrant Housing Trust and                      (3) [                      ] (hereinafter called "the Original Transferee") the property now known as «plot postal address line cp» (hereinafter called "the Property") was transferred by the Transferor to the Original Transferee upon the terms and conditions there in contained
- (2) The Transfer contained requirements to the effect that upon an transfer thereof the transferee should enter into a direct covenant with the Management Company to observe and perform the covenants and conditions contained therein to the effect that the transferee and his successors in title would from the date of any transfer duly observe and perform all covenants restrictions and stipulations on the part of the Original Transferee therein contained
- (3) By a transfer of even date herewith and made between the Original Transferee of the one part and the Transferees of the other part the Property is being transferred to the Transferees

NOW THIS DEED WITNESSETH (in pursuance of the provisions of the Transfer)

- (1) that the Transferees hereby covenant with the Management Company that they and their successors in title will at all times from the date hereof duly observe and perform the covenants restrictions and stipulations on the part of the Original Transferee contained in the Transfer (whether running with the Transfer or of a purely personal or collateral nature) to the same extent as if they the Transferees were the Original Transferee
- (2) the Management Company covenants with the Transferees to observe and perform the covenants of the Management Company contained in the Transfer in the same manner and to the same extent as if they were repeated and set out in full with the substitution of the name of the Transferee for the name of the Original Transferee

IN WITNESS whereof the Transferees have hereunto executed this document as a deed the day and year first before written

SIGNED as a Deed by the )  
Transferees )  
in the presence of: - )

**THE COMMON SEAL OF** )  
**LONDON & QUADRANT** )  
**HOUSING TRUST** was affixed )  
in the presence of.- )

Authorised Signatory

13. Execution

**EXECUTED AS A DEED** by  
by affixing the common seal of  
«**transferor cp:LIKE THIS**»  
In the presence of:

Authorised Signatory

**EXECUTED AS A DEED** by affixing the common  
seal of **LONDON & QUADRANT HOUSING**  
**TRUST** in the presence of:

Authorised Signatory

Authorised Signatory

**IF TWO PURCHASERS SPLIT UP!!**SIGNED as a **DEED** by the said  
«**buyer form name:LIKE THIS**»

in the presence of

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_  
\_\_\_\_\_

**WARNING**

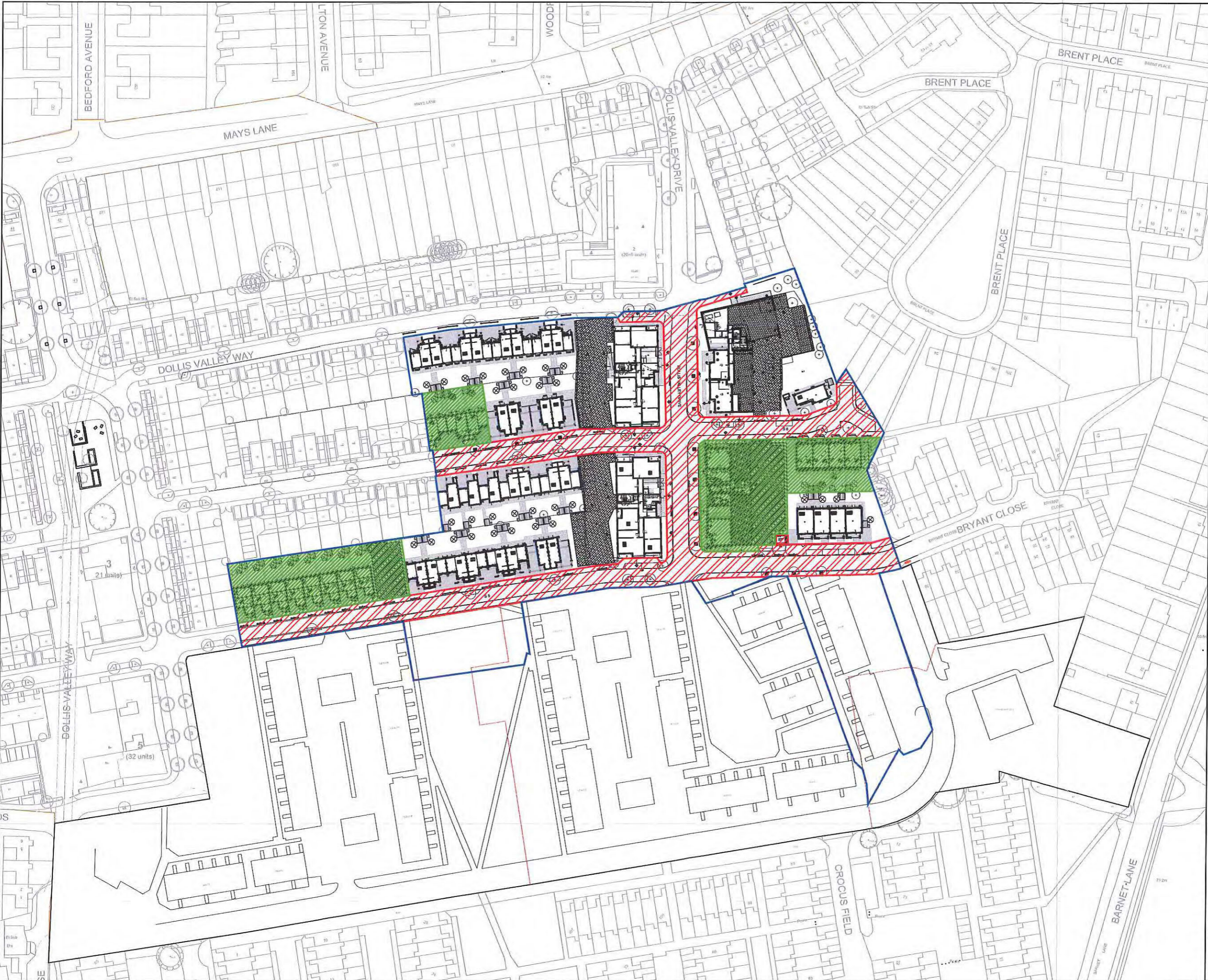
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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**SCHEDULE 7  
Parcel Plans**



Do not scale from drawings unless by agreement with HTA. Use figured dimensions only. Check all dimensions on site prior to commencing the works. Drawing to be read in conjunction with other relevant consultant information.

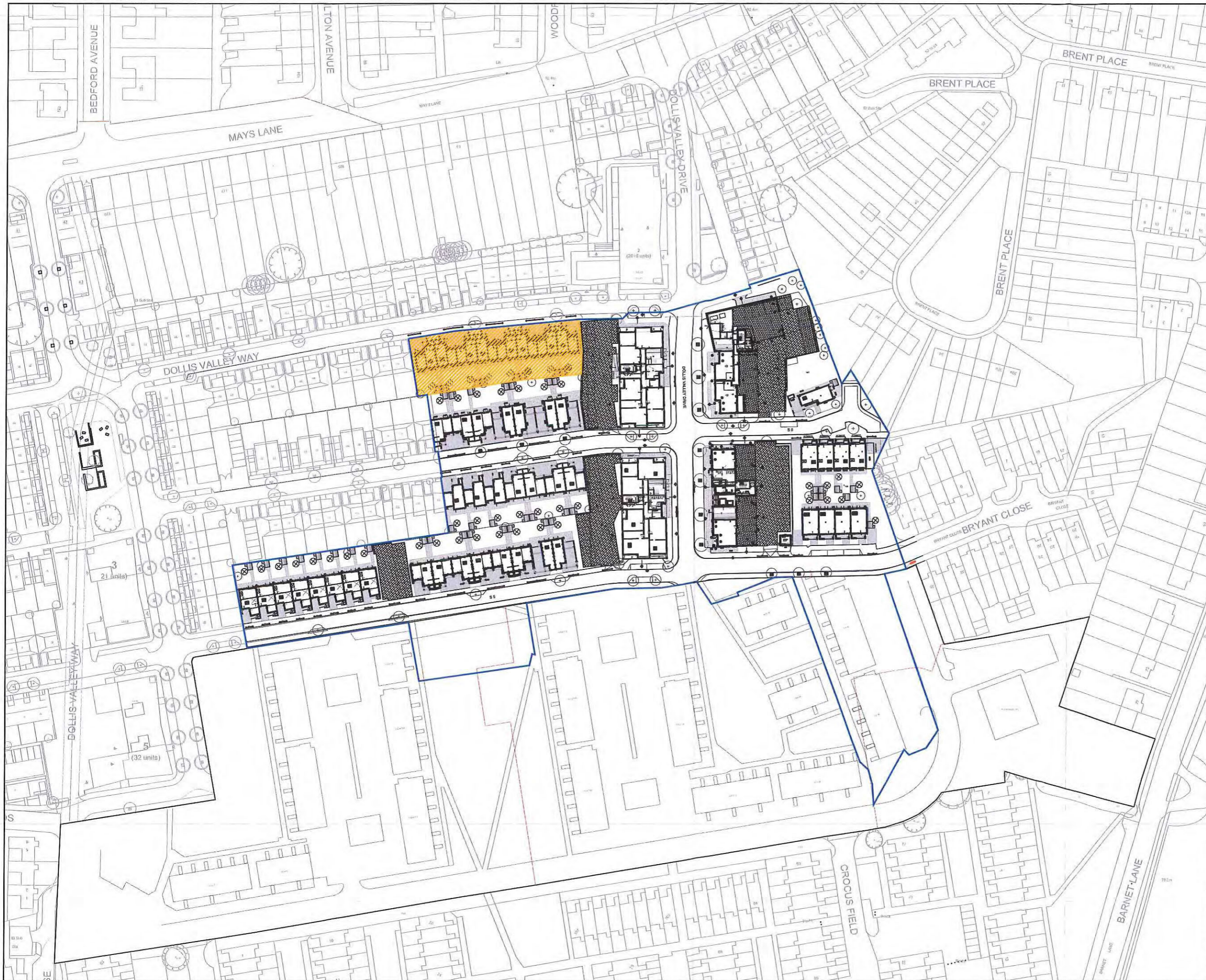
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# Parcel 1

- Legend**
- Extent of Phase 3 Building Licence
  - Affordable Housing Land
  - Highways and Roads

NORTH

Rev	Date	Drawn	Description
<b>LEGAL</b>			
Client / project <b>Countryside Properties PLC Dollis Valley Phase 3</b>			
Drawing title <b>Affordable Housing Plans And Highways</b>			
Drawing number <b>CPL-DOL-300 HTA-A 100</b>			
SCALE <b>1/1250@A3 JWA</b>		project code <b>CPL-DOL-300</b>	
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**Legend**  
 ■ Extent of Phase 3 Building Licence  
 ■ Demise Area (396-376)

# Parcel 2

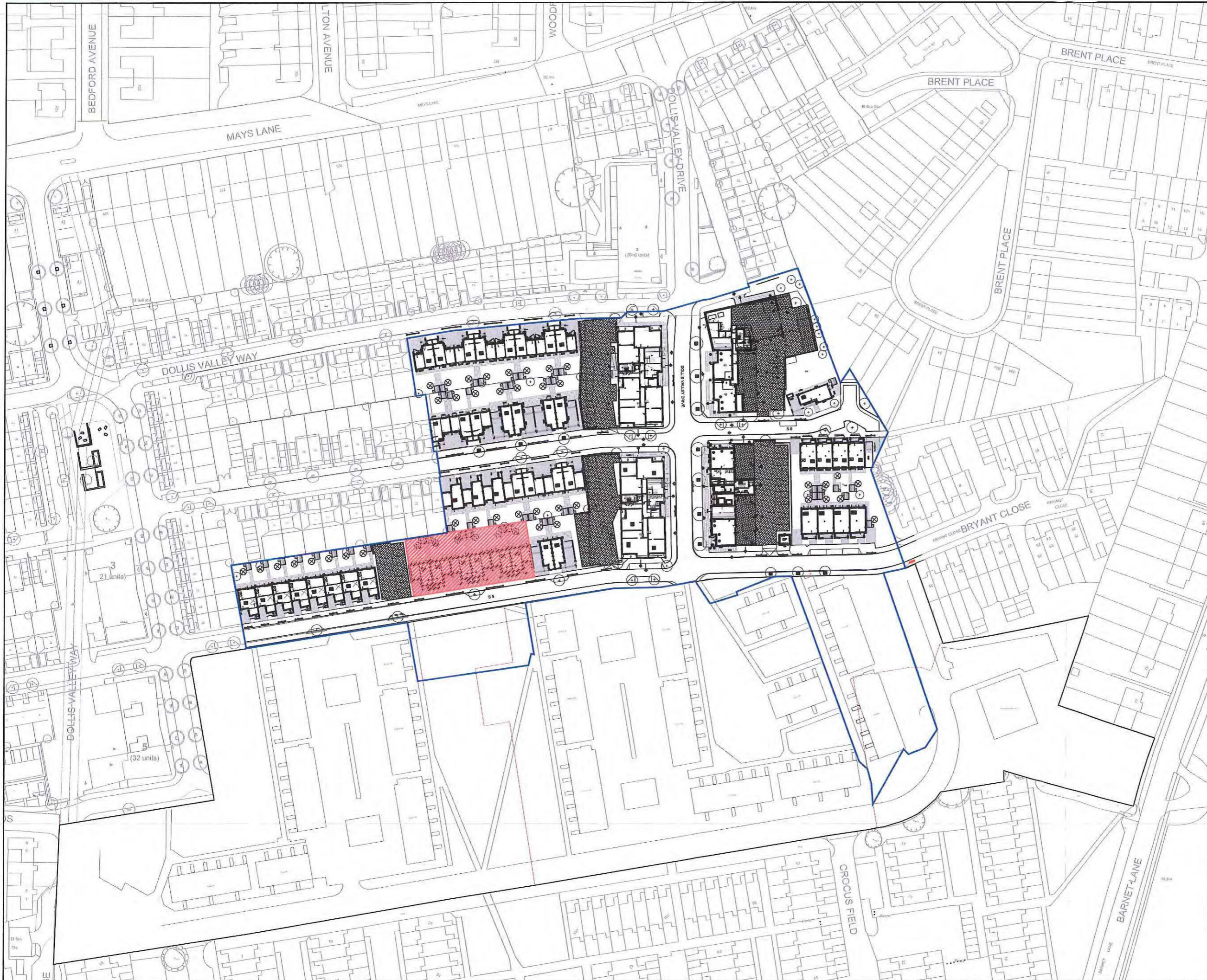


Rev Date Drawn Description

**LEGAL**  
 client / project  
 Countryside Properties PLC  
 Dollis Valley Phase 3  
 drawing title  
 Private Sale - Plots 369-376

drawing number  
 CPL-DOL-300 HTA-A 101  
 SCALE 1/1250@A3 JWA  
 HTA Design LLP  
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project code  
 CPL-DOL-300



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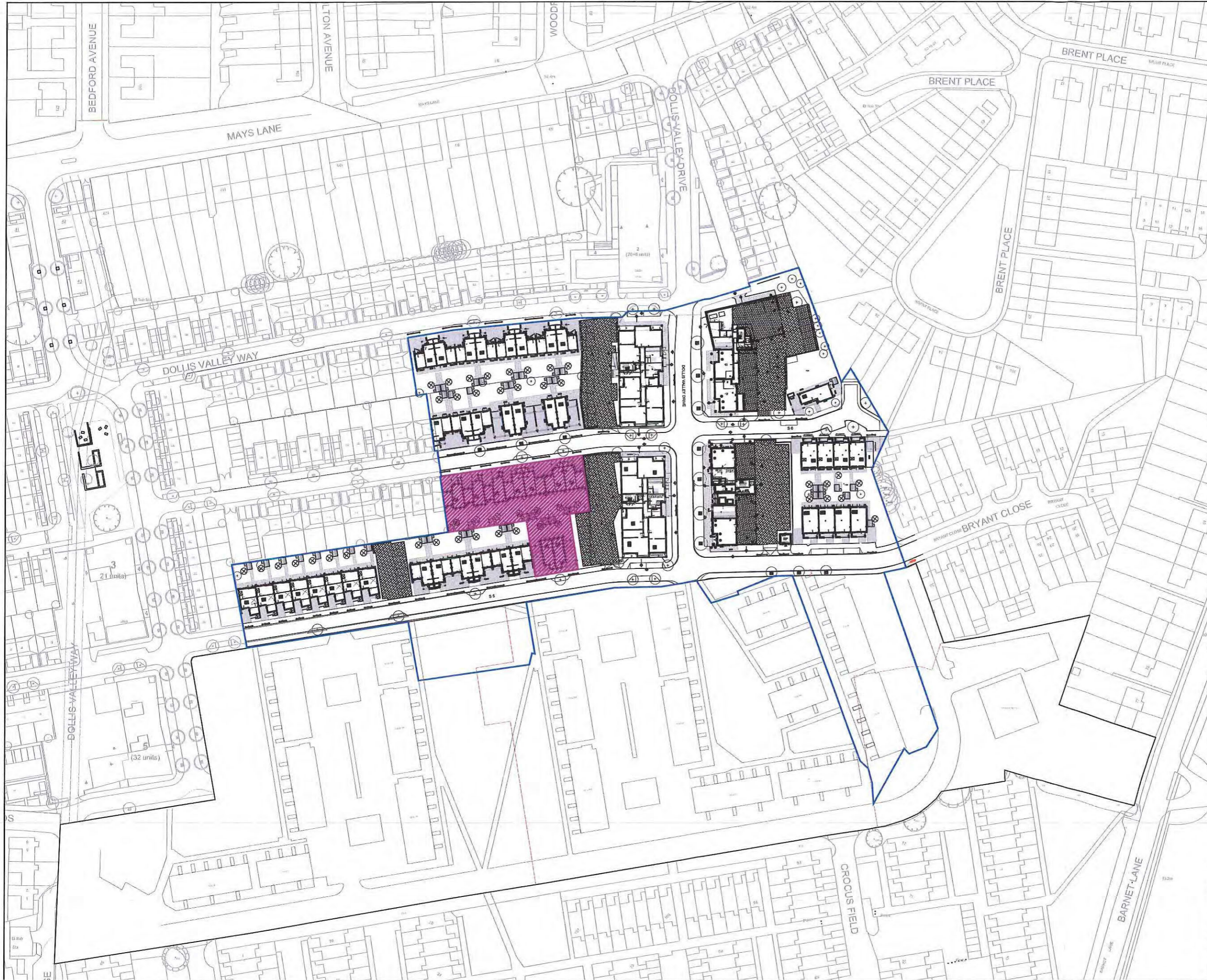
**Legend**

- Extent of Phase 3 Building Licence
- Demise Area (393-398)

# Parcel 3

NORTH

Rev	Date	Drawn	Description
<b>LEGAL</b>			
client / project <b>Countryside Properties PLC Dollis Valley Phase 3</b>			
drawing title <b>Private Sale - Plots 393-398</b>			
drawing number <b>CPL-DOL-300 HTA-A 102</b>			
SCALE <b>1/1250@A3 JWA</b>		project code <b>CPL-DOL-300</b>	
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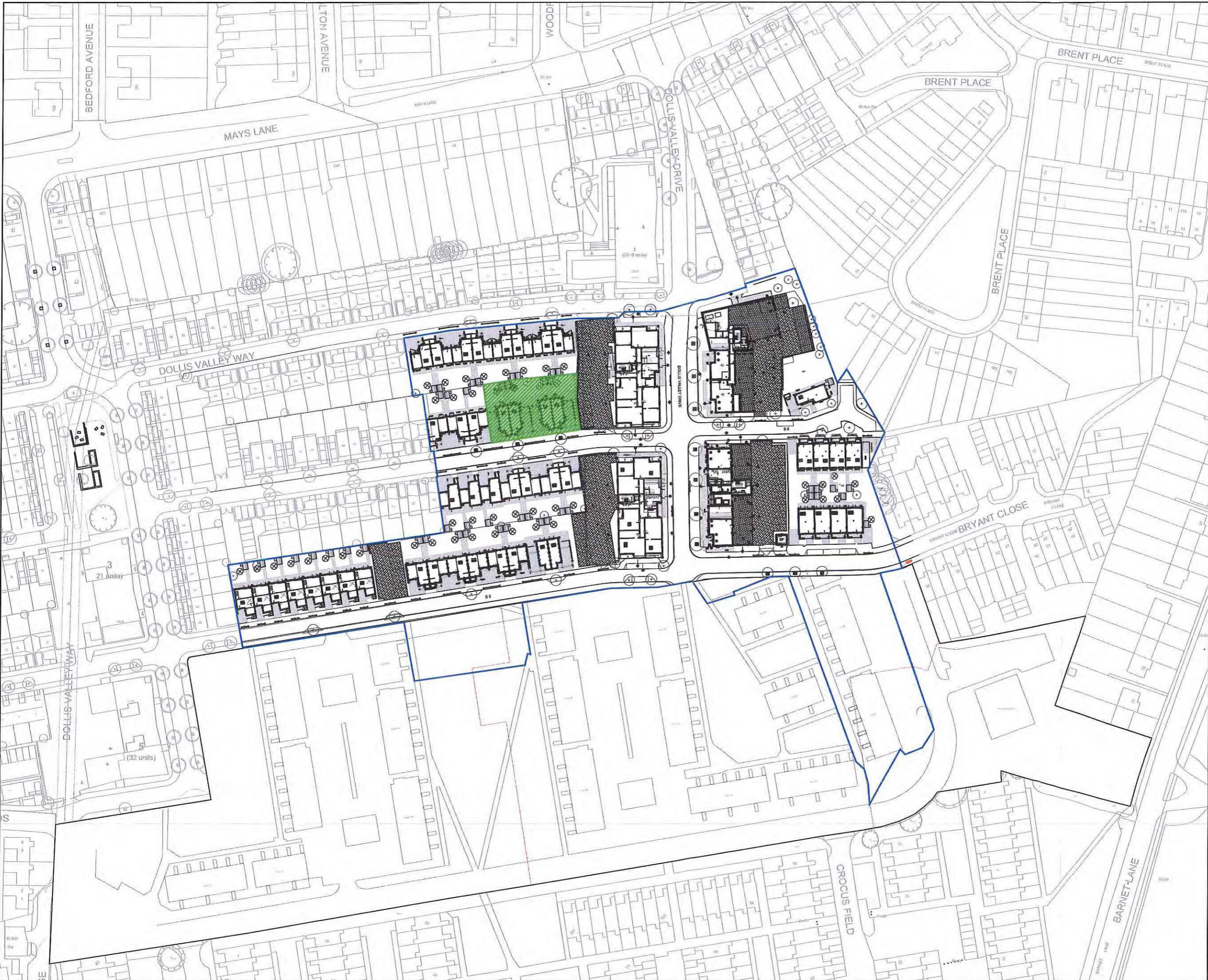
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- Legend**
- Extent of Phase 3 Building Licence
  - Demise Area (384-390 and 391-392)

# Parcel 4

NORTH

Rev	Date	Drawn	Description
<b>LEGAL</b>			
Client / project <b>Countryside Properties PLC Dollis Valley Phase 3</b>			
Drawing title <b>Private Sale - Plots 384-390 + 391-392</b>			
Drawing number <b>CPL-DOL-300 HTA-A 103</b>			
SCALE	originated by	project code	
<b>1/1250@A3</b>	<b>JWA</b>	<b>CPL-DOL-300</b>	
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- Legend**
- Extent of Phase 3 Building Licence
  - Demise Area (377-380)

# Parcel 5



Rev	Date	Drawn	Description
<b>LEGAL</b>			
Client / project			
Countryside Properties PLC Dollis Valley Phase 3			
Drawing title			
Private Sale - Plots 377-380			

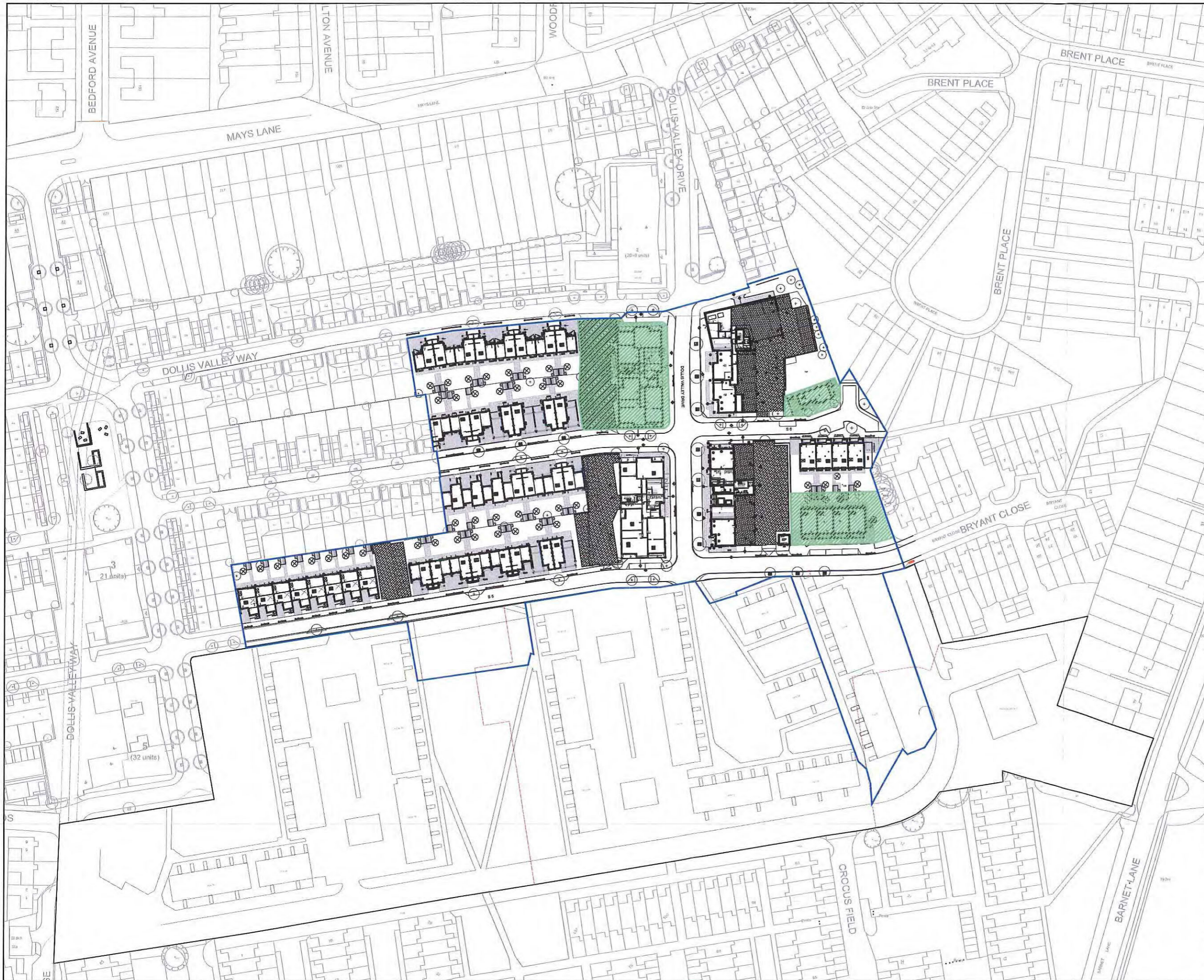
Drawing number  
CPL-DOL-300 HTA-A 104

SCALE  
1/1250@A3 JWA

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**Legend**

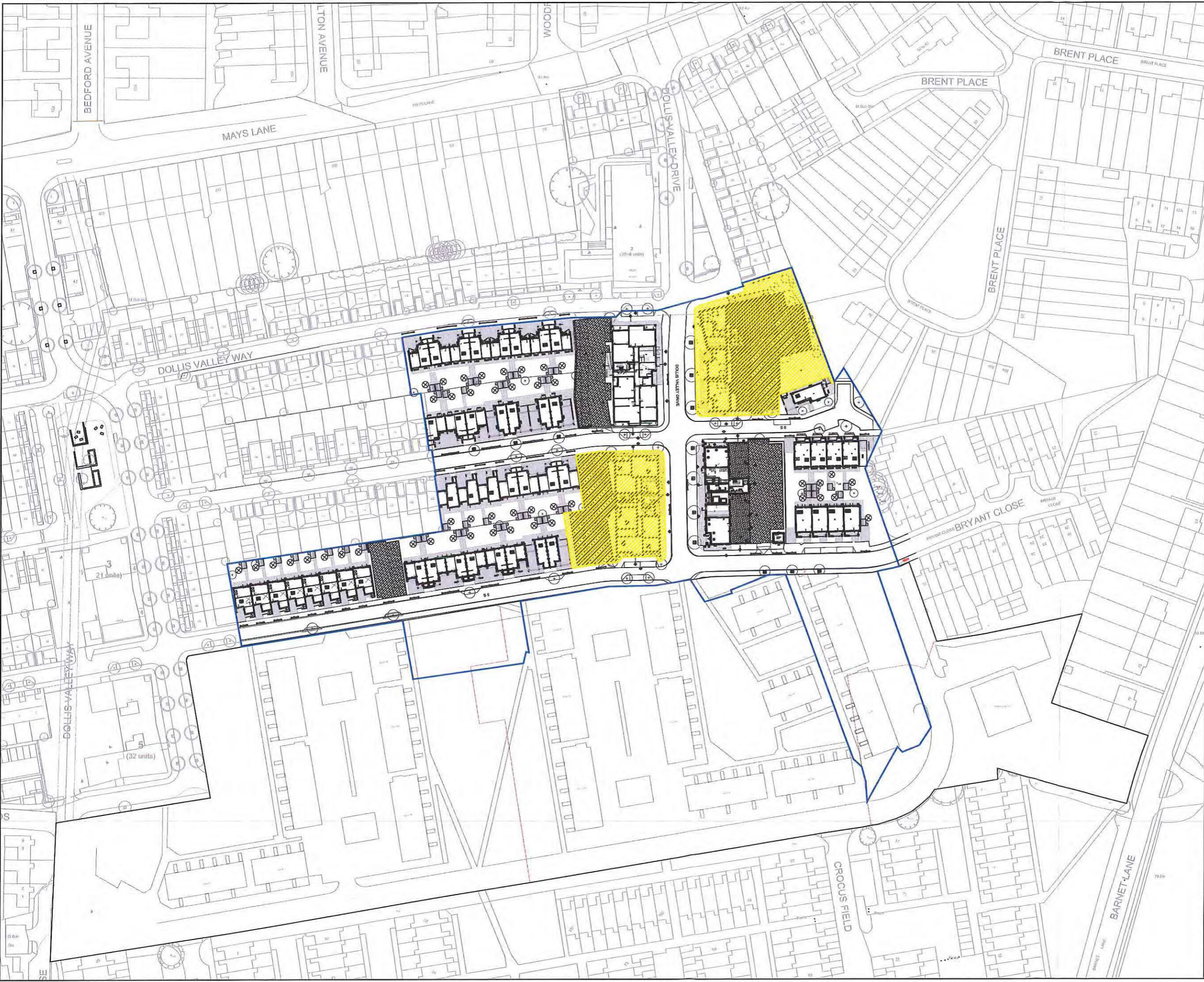
- Extent of Phase 3 Building Licence
- ▨ Demise Area (305 and 310-313, Block 12)

# Parcel 6



Rev	Date	Drawn	Description
<b>LEGAL</b>			
client / project			
<b>Countryside Properties PLC</b>			
<b>Dollis Valley Phase 3</b>			
drawing title			
<b>Private Sale - Plots 305,310-313</b>			
<b>And Block 12</b>			
drawing number			
<b>CPL-DOL-300 HTA-A 105</b>			
SCALE	originated by	project code	
<b>1/1250@A3</b>	<b>JWA</b>	<b>CPL-DOL-300</b>	
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**Legend**

- Extent of Phase 3 Building Licence
- Demise Area (Block 4 and Block 13)

# Parcel 7

NORTH

Rev	Date	Drawn	Description
<b>LEGAL</b>			
Client / project			
<b>Countryside Properties PLC Dollis Valley Phase 3</b>			
Drawing title			
<b>Private Sale - Block 4 and And Block 13</b>			
Drawing number			
<b>CPL-DOL-300 HTA-A 106</b>			
SCALE			
originated by		project code	
<b>1/1250@A3 JWA</b>		<b>CPL-DOL-300</b>	
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