

11841



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/00BT/LMD/2016/0001**

Property : **Various Properties at Wellbeck Street
South, Ashton Under Lyne, OL7 0QJ known
as Portland Basin**

Applicant : **Steven Gerrard Bardsley and Others**

Respondent : **Portland Basin (Tameside) Management
Company Limited**

**Proposed
Manager** : **Ben Jordan of Permier Estates**

**Type of
Application** : **Section 21 Landlord and Tenant Act 1987
Appointment of Manager**

**Tribunal
Members** : **Judge Martin Davey**

Date of Hearing : **12 July 2016**

Management Order

DECISION OF THE TRIBUNAL

1. The Tribunal is satisfied that it is just and convenient in all the circumstances of the case to appoint Ben Jordan FIRPM of Premier Estates as Manager of the subject property for a period of 3 years.
2. The Tribunal dispenses, in accordance with Section 22(3) of the Landlord and Tenant Act 1987 with the need to serve a notice or notices under section 22(1) of the said Act for the purposes of this Order.
3. The Order made by the Tribunal is set out in Appendix I of this decision

THE APPLICATION

4. The parties to this application were the subject of proceedings before the Tribunal which were comprised by way of a Tomlin Order ("The Tomlin Order") on 30th March 2015, the parties having previously lodged extensive documentation detailing numerous points of dispute which had arisen between them and which had then been compromised by the terms of the schedule to the Tomlin Order.
5. The Tribunal has now been provided with a copy of the Management Report prepared by Ben Jordan of Premier Estates dated 1st October 2015, the said report having been prepared pursuant to the Tomlin Order. All parties are in agreement that the recommendations set out in the conclusion to the report should be put into effect as soon as possible and as such have invited the Tribunal to order that a Tribunal appointed manager take responsibility for the discharging of the Management Company's obligations. All parties have also agreed that Ben Jordan of Premier Estates should act as appointed manager and Ben Jordan of Premier Estates has confirmed his willingness so to act.

THE PROPOSED MANAGER

6. All parties agree that Ben Jordan of Premier Estates is properly qualified to undertake the role of appointed manager as he has significant experience in the field of residential leasehold management, has displayed a good understanding of the issues which currently face this subject property and has provided a draft conclusion as to how those matters should be dealt with which is to the satisfaction of all parties.

Appendix I
Management Order

1. In this Order
 - (a) "The Property" means the 46 houses and 93 apartments at Wellbeck Street South, Ashton Under Lyne, OL7 0QJ known as Portland Basin.
 - (b) "The Freeholders" includes any successors in title.
 - (c) "The House Lease" means those persons holding under a long lease as identified by Section 59(3) of the Landlord and Tenant Act 1987 ("the Act"), sample House Lease attached as Appendix II
 - (d) "The Apartments Lease" means those persons holding under a long Lease as identified by Section 59(3) of the Landlord and Tenant Act 1987 ("the Act") sample apartment Lease attached Appendix III

2. It is ordered that:-
 - (a) In accordance with Section 24 (1) of the Landlord and Tenant Act 1987 Ben Jordan of Premier Estates ("The Manager") be appointed Manager of the Property from 15 July 2016 until 15 July 2019 ("The Period")
 - (b) The Manager shall during this period manage the property in accordance with :-
 - (i) Directions and schedule of functions and services set out below
 - (ii) The rights and obligations of the Landlord under the Leases demising the flats.
 - (iii) All relevant statutory requirements and
 - (iv) The requirements of the service charge residential management company Code published by The Royal Institute of Chartered Surveyors and approved by the Secretary of State in England and Wales under Section 87 of the Leasehold Reform Housing and Urban Development Act 1993.

Directions

1. From the date of appointment and throughout his appointment the Manager shall maintain a policy of professional indemnity insurance to cover his obligations and liabilities as a manager.

2. The parties to this application shall, not later than 4 weeks from the date of this Order, provide all necessary information to the Manager and arrange an orderly transfer of responsibilities. All accounts, books, records and funds shall be transferred within 4 weeks to the Manager.

DECISION AND ORDER

7. For the reasons set out above the Tribunal is satisfied that the circumstances are such that it is just and convenient to appoint Ben Jordan as the manager of the subject property for a 3 year period in the terms set out in the Order at the appendix hereto.

3. The Manager is entitled to such disclosure of documents as held by the parties as is reasonably required for the proper management of the property.
4. The rights and liabilities of the Applicant arising under any contracts of insurance and/or any contract for the provision of any services to the property shall from the date of this Order become the rights and liabilities of the Manager.
5. On expiry of 12 months from the date of this Order the Manager shall file with the Tribunal a brief report on the progress of the management of the property.
6. The Manager and the parties shall be entitled to apply to the Tribunal for further directions is so advised and/or in the event that circumstances necessitate such an application.
7. The Manager shall be entitled to remuneration as set out below.

Schedule of Functions and Services

Service Charges and Rent

- 1.1 Demand and collect a one off levy on all House Leaseholders in the sum of £275.00 per property and all Apartment Leaseholders in the sum of £1,500.00 as per paragraph 4.2 of the Schedule to the Tomlin Order approve by the First tier Tribunal of 30th March 2015, or such other sum as the manager may determine(acting reasonably) when more precise costs of work are know.
- 1.2 Prepare an annual service charge budget, administer the service charge and prepare appropriate accounts in accordance with the relevant Leases and any relevant code of practice.
- 1.3 Prepare an annual service charge budget differentiating between expenditure on the estate from which both House Leaseholders and Apartment Leaseholders will benefit and expenditure on the apartments from which only the Apartment Leaseholders will benefit and to collect 1/139th (0.7195%) of the estate budget from both the House Leaseholders and the Apartment Leaseholders and 1/93rd (1.073%) of the apartment budge from only the Apartment Leaseholders, or such other percentage as the manager (acting reasonably) shall so determine. Demand and collect rents, service charge, insurance premiums and any other payments arising under the relevant Lease as appropriate.

- 1.4 Hold all monies received pursuant to this Order and/or pursuant to the Lease provisions as a Trustee, in an interest bearing account (if appropriate) pending such monies being defrayed.
- 1.5 The Manager shall be entitled to take such action and Court or Tribunal proceedings as may be necessary to collect the service charge or rent arrears (subject to the effect of paragraph 2 of the Schedule to the Tomlin Order), to take such Court action as may be necessary or desirable to secure compliance with the Lessees obligations under the Leases relating to the flats in the property.
- 1.6 The Manager shall be entitled, pursuant to the process outlined in paragraph 5 of the Schedule to the Tomlin Order, to consider any debts of the Respondent and if the Manager deems those debts to be legitimately incurred debts to discharge them. The Manager is entitled to collect the funds to pay those debts it deems to be legitimate by way of levies on all House Leaseholders and all Apartment Leaseholders in such apportionments as the Manager deems reasonable and appropriate.

Company Structure

- 2.1 Restructure the Management Company in the anticipation of resuming Management responsibility after the fixed term of the appointed Manager expires.

Acquire the Freehold

- 3.1 Take reasonable steps to assist the Applicant to acquire the Freehold of the property and take all reasonable steps if required, including instructing Solicitors to issue proceedings for specific performance where it is reasonable to do so, to acquire the Freehold to the property from Tameside Metropolitan Borough Council (as per paragraph 6 of the Tomlin Order).

Accounts

- 4.1 Prepare an annual statement of account for the Freeholders and the Lessees, detailing all monies received and expended and held-over or held by way of reserve fund. The account shall be certified by an external auditor, if permissible under the Lease provisions.
- 4.2 Produce for inspection by the Freeholders and the Lessees invoices, receipts and all other evidence of expenditure.

- 4.3 All monies collected on the Freeholder behalf will be accounted for in accordance with any relevant RICS code of practice.

Maintenance and Management

- 5.1 Arrange, manage and where appropriate supervise all repairs and maintenance, building work and service contracts applicable to the property and instruct Contractors to attend to the same as appropriate.
- 5.2 Give consideration to the works to be carried out to the property, in the interest of the good estate management and make appropriate recommendations to the Lessees, set up a planned maintenance programme as required.
- 5.3 Ensure that all necessary and relevant statutory consultation exercises are undertaken in relation to all qualifying works and any qualifying long term agreements.

Fees

- 6 The Manager shall be entitled to charge the following Management fees
- 6.1 During the first year of this order:
- (a) A fee not to exceed £24,375.00 (calculated to £75.00 per House and £225.00 per Apartment per annum plus VAT for the basic Management duties in accordance with the current RICS code;
 - (b) Reasonable fee for work outside basic Management duties at an hourly rate not to exceed £100.00 plus VAT;
 - (c) Surveying fees for major works if required not exceed 12% of the contract sum plus VAT;
 - (d) Retain administration charges as per the Lease, including but not limited to Notice Fees.
- 6.2 In the second and third year of this Order the basic fee mentioned above may be increase in line with the retail price index.

**MANAGEMENT ORDER
APPENDIX II**

SOLICITORS, OLDHAM
 MELLOR & JACKSON
 HOUSE LEASE
 F.L.M. LAND REGISTRY
 LAND REGISTRATION ACTS 1925 to 2002
 We hereby certify that this is a true copy of the original

County and District Greater Manchester - Tameside
 Council's Title Number GM 903583
 Property Land and premises at Portland Basin Tameside

PARTICULARS

COUNCIL TAMESIDE METROPOLITAN BOROUGH COUNCIL
 of Council Offices Wellington Road Ashton-under-Lyne
 Tameside OL6 6DL

DEVELOPER BELLWAY HOMES LIMITED (Company Registration No.
 4450933) whose registered office is at Seaton Burn House
 Dudley Lane Seaton Burn Newcastle upon Tyne NE13 6BE

COMPANY PORTLAND BASIN (TAMESIDE) MANAGEMENT
 COMPANY LIMITED (Company Registration No 3061168
) of Seaton Burn House Dudley Lane Seaton Burn
 Newcastle-upon-Tyne NE13 6BE

LEASEHOLDER Martin James Stagg of 21 Hob Mill Rise Mossley OL5 9D7

DEVELOPMENT The property known as Portland Basin Tameside

PREMISES Plot 20 being ALL THAT piece of land TOGETHER with
 the Dwelling House erected thereon shown edged red on the
 Plan and numbered or to be numbered 26 Portland Place
 Ashton Under Lyne OL7 0PP TOGETHER WITH the
 parking space numbered 20 shown edged red on the Plan

PREMIUM £125,995.00

SPECIFIED RENT A peppercorn (if demanded)

**SPECIFIED PROPORTION
 OF SERVICE PROVISION** 0.5001% (being the Service Charge) together with the deferred
 Service Charge referred to in Clause 7(4) hereof

This copy is not for sale
 Addy JED/NO
 11/11/2007

COMMENCEMENT DATE 1st November 2004

THIS LEASE which is made the 2nd day of November Two Thousand and Five

BETWEEN THE COUNCIL of the first part THE DEVELOPER of the second part THE COMPANY of the third part and THE LEASEHOLDER of the fourth part

RECITES THAT

- 1 The Council is the registered proprietor with title absolute of the Development
- 2 Pursuant to a Development Agreement made between the Council and the Developer the Developer has the right to develop the Development and intends to do so by the construction of Apartments Dwelling Houses communal facilities parking areas accessways and other parts used in common and intended to be known as Portland Basin Tameside
- 3 The Developer has agreed to sell and the Company has agreed to purchase the interest of the Council and the Developer in the Development on the completion of the Development

AND NOW WITNESSETH as follows:-

- 4 The Developer has directed the Council to join in this Lease as hereinafter appears
1. (1) REFERENCES to "the Company" includes successors of the Company and the expression "the Leaseholder" includes successors in title of the Leaseholder and the Company includes the Council (where requisite in order to give effect to this Lease) but only for so long as the Council remains the owner of the freehold interest in the Development and also includes successors in title of the Council
 - (2) The following expressions have where the context admits the following meanings:-

- (a) The expressions set out in the left-hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of The Particulars
- (b) "the Premises" means the property hereby demised as described in the Particulars hereto
- (c) "Common Areas" means the gardens grounds roads footpaths parking bays or forecourts bin stores and the main entrance halls passages landings staircases and any other parts of the Development which are intended to be or are capable of being enjoyed or used (subject to such regulations as may from time to time affect the use of the same as hereinafter provided) by the Leaseholder in common with the lessees of the other Apartments and Dwelling Houses in the Development
- (d) "Term" means the term hereby granted
- (e) "Apartments" means the flats forming part of the Development and "Apartment" has a corresponding meaning
- (f) "Dwelling Houses" means the houses forming part of the Development and "Dwelling House" has a corresponding meaning
- (g) "Common Entrance" means the entrance to the Premises and any adjoining or adjacent property included in the Development shown coloured brown on the Plan (if any)
- (h) expressions relating to the payment of Service Charge are defined in Clause 7 hereof
- (i) "Plan" means the plan annexed hereto

- (3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants and the Leaseholder shall hold

the Premises upon trust to sell the same with full power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale on trust for themselves as joint tenants/tenants in common in equal shares and the survivor of them can/cannot give a valid receipt for capital moneys arising on a disposition of the Premises

- (4) The singular includes the plural and the masculine includes the feminine and vice versa
- (5) The rights hereby granted and reserved shall only take effect in so far as they are ascertained within 80 years from the date of this Lease which period shall be the perpetuity period for the purpose of this Lease

2 IN consideration of the Premium now paid by the Leaseholder to the Developer at the direction of the Council (receipt of which the Developer hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants conditions and agreements reserved and contained below the Council at the direction of and jointly with the Developer **HEREBY DEMISES** the Premises to the Leaseholder with limited title guarantee **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned **EXCEPT AND RESERVING** the rights set out in the Third Schedule hereto **TO HOLD** the Premises to the Leaseholder for the term of **ONE HUNDRED AND FIFTY** years from the Commencement Date **YIELDING AND PAYING** therefor the Specified Rent (if demanded)

3 **THE** Leaseholder **HEREBY COVENANTS** with the Developer and the Company (but not so as to render the Leaseholder liable to the Developer after the Developer shall have parted with its interest in the Development)

- (1) To pay the Specified Rent at the times and in the manner mentioned above **PROVIDED ALWAYS** if and whenever the Specified Rent or other monies due hereunder (including in particular without prejudice to the generality of such expression all service charge monies) shall at any time be unpaid for a period of 14 days after becoming payable the same shall until paid bear interest calculated

on a day-to-day basis at an annual rate of 4% above the base lending rate of Barclays Bank plc or any other successor thereof for the time being in force.

- (2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the Term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises
- (3) To pay the Service Charge by way of further or additional rent (whether formally demanded or not) calculated in accordance with Clause 7 hereof by way of direct debit of the Leaseholder's bank account **PROVIDED THAT** the Leaseholder shall pay to the Developer the relevant portion of the Service Charge attributable to expenditure incurred by the Developer in the event that the Developer fulfils all or any of the obligations of the Company contained in Clause 5(B) hereof in the event that the Company fails to fulfil all or any of such obligations
- (4) To keep the Premises (including any service installations and any apparatus incidental to the user thereof for the avoidance of doubt including the wall or fence to the rear of the Premises separating the Premises from the adjoining Dwelling House which wall or fence shall be deemed to be a party wall or fence and maintainable as such) clean and in good and substantial repair and condition (damage by fire or other risk insured under sub-clause 5(B)(2) hereof excepted unless such insurance shall be vitiated by any act or default of the Leaseholder)
- (5) As often as is reasonably necessary and in the last year of the Term however determined in a proper and workmanlike manner (and in the last year of the Term in colours approved by the Company such approval not to be unreasonably withheld or delayed) to paint paper treat and generally decorate in a good and workmanlike manner all the inside of the Premises previously or usually so painted papered treated and decorated

- (6) Forthwith to repair and make good any damage to the Common Areas caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Company shall direct and to its reasonable satisfaction
- (7) (a) Not to make any alterations or additions to the exterior of the Premises or its gates and boundaries or any structural alterations or structural additions to the interior of the Premises nor to layout or construct a means of access to a highway nor to erect any new buildings structure or erection thereon nor in any way to interfere with the outside of the Premises nor to remove any of the Company's fixtures from the Premises nor to do nor to cause suffer or permit any act or thing which lessens or reduces or which may lessen or reduce the protection or support given by the Premises to the Development or any part or parts thereof without the consent in writing of the Company (such consent not to be unreasonably withheld) having provided plans sections elevations and specifications prepared by a suitably qualified person with details of materials to be used and comply in all respects with any terms consents rules or regulations required in respect of the same and furthermore paying to the Company or their surveyor their reasonable fee in connection with the giving of such consent
- (b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Company such consent not to be unreasonably withheld or delayed
- (8) Promptly to serve on the Company a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority and to comply with all requirements therein contained
- (9) To comply in all respects at the Leaseholder's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any national local or other public authority or the appropriate Minister or Court (whether requiring anything to be

done or omitted by the Company tenant or occupier so far as the Leaseholder is liable hereunder) and forthwith to give notice in writing to the Company of the making or giving of such order direction or requirement as aforesaid

- (10) To pay all costs charges and expenses (including Solicitor's costs and Surveyor's fees) incurred by the Company for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Company in respect of any breach of covenant by the Leaseholder hereunder
- (11) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the Term
- (12) To permit the Company and its surveyor or agent at all reasonable times on fourteen days prior written notice to enter the Premises (save in case of emergency) to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Company to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice
- (13) That if the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Company (but without prejudice to the right of re-entry under sub-clause 6(1) hereof) to enter upon the Premises and repair the same in accordance with those covenants and the expenses of such repairs including surveyor's fees shall be repaid by the Leaseholder to the Company on demand
- (14) At all reasonable times during the Term on fourteen days prior written notice (save in case of emergency) to permit the Company and the lessees of other premises in the Development with workmen and others and with materials tools and equipment (where necessary or appropriate) to enter the Premises for the

purpose of repairing any adjoining or neighbouring premises and for the purpose of cleansing repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises to the reasonable satisfaction of the Leaseholder

(15) At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Company together with all fixtures and fittings in good and tenantable repair and condition in accordance with the covenants herein contained PROVIDED THAT damage by fire or other risks insured under sub-clause 5(B)(2) hereof is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder

(16) (a) Not to assign underlet part with or share the possession of part of the Premises but only the whole of the Premises nor otherwise than in accordance with the provisions of the following sub-clause (b) of this sub-clause

(b) Not to assign or to underlet or part with or share the possession of the Premises except with the prior written approval of the Company such approval not to be unreasonably withheld or delayed and to ensure that the assignee enters into a direct covenant in one of the appropriate forms set out in the Fourth Schedule hereto with the Company to pay the rent and service charge and to observe and perform the Leaseholder's covenants herein and pay the Company's reasonable administration and legal costs in connection therewith and to pay all arrears of Service Charge or moneys due hereunder (if any) and to produce to the Company (if demanded) such information as the Company may reasonably require to enable the Company to satisfy itself that the proposed assignee transferee or underlessee shall be capable of complying with the provisions of this Lease

(17) Within fourteen days of any assignment lease or mortgage of the Leaseholder's

interest in the Premises to give notice of it in writing with full details and pay a reasonable fee to the Company being not less than £5.00 for the registration of the notice

- (18) To provide curtains or blinds to the windows of the Premises
- (19) To repay all costs charges and expenses incurred in repairing maintaining renewing and reinstating any part of the Development not hereby demised or any part of the Common Areas so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder
- (20) To do such acts and things as may reasonably be required by the Company to prevent any easement or right belonging to or used with the Premises from being obstructed or lost and in particular not to obstruct or plant shrubs or trees over that area (if any) hatched black on the plan annexed and included in the demise and not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
- (21) Not to place or leave or cause to be placed or left any furniture cycle wheelchair box parcel bottles or other thing nor any refuse or rubbish in any part of the Common Areas (except in such receptacles and places as shall have been provided) nor to throw or cause to be thrown any refuse or rubbish out of any window of the Premises
- (22) (a) Not to park or allow to be parked any car van or other vehicle on any part of the Common Areas (other than on the parking space allocated to the Premises and save only to such extent and subject to such conditions as may be permitted by law and such other regulations as may be imposed by the Company or its managing agents)

(b) Not to use the said parking space allocated to the Premises for any purpose other than the parking of a currently insured and roadworthy

private motor vehicle or motor cycle and not to park or allow to be parked any other form of transport on the said parking space nor to work on or service such vehicle so parked and for the avoidance of doubt no caravan shall be parked or commercial vehicle over 30 cwt shall be parked on the said parking space

- (23) Not to make nor to cause permit or suffer to be made any unreasonable noise in the Premises by way of piano gramophone radio television receiving set or other mechanical or musical instrument vacuum cleaner singing or otherwise at any time whatsoever between the hours of 11pm and 7am on all days
- (24) Not to play nor to cause suffer or permit to be played nor use nor cause suffer or permit to be used the things referred to in the immediately preceding clause hereof or any of them in any manner whatsoever nor sing or allow any singing nor make any noise of any kind outside the Premises whatsoever between the hours of 11pm and 7am on all days
- (25) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns water or soil pipes in the Premises
- (26) That no name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Premises or so as to be visible from the outside PROVIDED ALWAYS that reasonable notice boards indicating the Premises for sale are excluded from this clause 3(26)
- (27) That no clothes or other articles shall be hung or exposed outside from any of the windows of the Premises
- (28) Not to keep any bird dog or other animal or pet in the Premises without the previous written consent of the Company first being obtained (such consent may be withdrawn by the Company in its absolute discretion should such bird dog animal or pet cause a nuisance to other lessees)
- (29) Not to decorate the exterior of the Premises

- (30) That no external wireless satellite dish or television aerial or dish shall be erected by the Leaseholder without the prior written consent of the Company (such consent not to be unreasonably withheld)
- (31) Not to obstruct nor to cause permit or suffer to be obstructed any part of the Common Areas
- (32) Not without the previous consent of the Company to alter nor to cause or permit or suffer to be altered any electrical wiring gas or water supply system or any other systems provided in the Development
- (33) Not to do nor to cause suffer or permit to be done on the Premises or the Development or any part thereof any act or thing which is or may become a nuisance annoyance or cause damage injury or inconvenience to the other lessees owners occupiers or users of the Development or any part thereof or to any adjoining or neighbouring property or which is or may become illegal or immoral
- (34) That any complaints which may arise between any of the lessees or occupiers of the Apartments and Dwelling Houses (including the Leaseholder) in relation to the above stipulations or otherwise may be submitted to the Company or its managing agents which may if it or they think fit determine the same and in the event its or their decision shall be binding upon all parties
- (35) To comply with and observe any regulations which the Company may with the provisions of this Lease make to govern the use of the Apartments and Dwelling Houses the Development and the Common Areas and for the good management of the same respectively Such regulations may be restrictive of acts done on the Development detrimental to its character or amenities Any costs or expenses incurred by the Company in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Development or in providing services to the Leaseholder and other lessees of Apartments and Dwelling Houses or in employing porters or other servants shall be deemed to

have been properly incurred by the Company in pursuance of its obligations under this Lease notwithstanding the absence of any specific covenant by the Company to incur them and the Leaseholder shall keep the Company indemnified from and against his due proportion thereof under the covenants in that behalf contained in this Lease

- (36) Not to use the Premises or any part thereof for any purpose other than as a private residence in single occupation
- (37) Not to store or bring nor to cause permit or suffer to be stored or brought upon the Premises or any part thereof any inflammable dangerous noxious explosive or radio-active substance or thing in such quantities as shall or may cause danger or injury to the Premises or the Development or to any person using occupying or being upon the same or any part thereof at any time or which may increase the risk of fire or explosion or which may cause an increase in the insurance premium payable for the Development
- (38) Not to damage or cut down or remove any trees or shrubs on the Development
- (39) Keep open and free from obstruction the Common Entrance (if any)
- (40) Not to erect or provide a container for the storage of oil for domestic heating on the Premises
- (41) To observe and comply with the rights covenants and other matters (if any) more particularly referred to in the registers of the above-mentioned titles insofar as the same are still subsisting and relate to or effect the Premises and to indemnify and keep indemnified the Company and the Developer from and against all actions costs proceedings claims and demands in respect thereof to the intent that the Company and the Developer shall not be liable upon the same in any manner

4. THE Leaseholder HEREBY COVENANTS with the Company and as a separate covenant with the Developer (but not so as to render the Leaseholder liable to the

Developer after the Developer shall have parted with its interest in the Development) and with and for the benefit of the lessees and occupiers from time to time of the other Apartments in the Development as follows:-

- (1) That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule hereto
- (2) That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Company may make from time to time relating to the putting out of refuse for removal and such other matters as the Company considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Development or the Common Areas or the efficient or economical performance by the Company of its obligations under this Lease

5. (A) THE Developer and the Company HEREBY COVENANT with the Leaseholder (but so that the Developer shall cease to be liable for the observance and performance of such covenants after it has transferred its interest in the Development to the Company as mentioned in recital 2 hereof) as follows:-

- (1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants and conditions herein on his part contained may peaceably enjoy the Premises during the Term without any lawful interruption by the Developer or the Company or any person rightfully claiming under or in trust for it or by title paramount
- (2) That every lease granted on the Development of any Apartment or Dwelling House shall contain covenants and provisions to the like effect as the provisions of this Lease and if so required by the Leaseholder the Developer or the Company will enforce the lessee's covenants similar to those contained in this Lease which are or may be entered into by the lessees of other Apartments or Dwelling Houses in the Development so far as they effect the Premises provided the Leaseholder indemnifies the Developer and the Company against all costs and expenses of such

enforcement and provides such security and deposit for payment of such costs and expenses as the Developer or the Company may require and complies with all other reasonable requirements of the Developer or the Company

- 5 (B) The Company hereby covenants with the Leaseholder and as a separate covenant with the Developer as follows:-
- (1) To pay all premiums for the insurance of the Development hereinafter mentioned within seven days after the same shall become due and to produce to the Leaseholder or the Developer (as appropriate) on demand the said policy and to permit the Leaseholder and any mortgagee of the Premises to notify the insurer of his its or their interest in the Premises and to note the same on the said policy
 - (2) That the Company will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Development insured against loss or damage by fire flood and such other risks normally insured under a comprehensive policy or as the Company may from time to time reasonably determine in some insurance office of repute to its full reinstatement value (including demolition debris removal and all professional fees in connection with any reinstatement) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of any building in the Development being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same and in provision of such temporary accommodation as aforesaid **PROVIDED THAT** any deficiency shall be borne by the Company
 - (3) (a) That (subject to the payment of the Specified Rent and Service Charge and except to such extent as the Leaseholder or the lessee of any other part of the Development shall be liable in respect

thereof respectively under the terms of this Lease or any other lease) the Company shall maintain repair redecorate and renew as appropriate:-

- (i) the boundary structures and all parts of the Development which are not the responsibility of the Leaseholder under this Lease or of any other lessee or any other Apartment or Dwelling House PROVIDED ALWAYS the Company shall redecorate paint or otherwise treat as necessary the outside and the edges of the outside doors of the Premises and PROVIDED ALWAYS the Company shall decorate paint or otherwise treat the exterior of the buildings and the interior parts of the Common Areas on the Development as often as necessary but not less frequently than every four years of the Term respectively in a proper and workmanlike manner in all respects with suitable and good quality materials or paint
- (ii) the entrance barriers heating systems pipes sewers drains wires cisterns and tanks and other electrical drainage ventilation and water apparatus and machinery in under and upon the Development (except such as belong to any public utility supply authority) which serve two or more Apartments or Dwelling Houses
- (iii) the Common Areas
- (iv) the furniture and equipment in the Common Areas which are enjoyed or intended to be enjoyed by the Leaseholder in common with the lessees and occupiers of other Apartments and Dwelling Houses
- (v) grass lawns flowering shrubs bushes and dwarf hedges within the Common Areas including for the avoidance of

doubt the maintenance or reinstatement of garden ornaments sheds structures or the like provided by the Developer

- (b) The Company will execute and do all such works and things whatever as may at any time during the term be directed as required by any national or local or other public authority to be executed or done upon or in respect of the Premises and Common Parts or any part thereof except such as may be required due to any neglect or default of the Leaseholder
- (4) That subject as in sub-clause 5(B)(3)(a) hereof and so far as practical the Company will on a weekly or other appropriate periodic basis keep the Common Areas in a clean and tidy and well maintained condition or cultivated as appropriate PROVIDED THAT:-
- (a) the Company shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default and
 - (b) the Company may add to diminish modify or alter such services if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Company reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Development (including the Premises)
- (5) To insure the fixtures and fittings plant machinery and equipment in the Development against such risks as are usually covered by a house owner's comprehensive policy and to insure against third party claims made against it or the Developer in respect of the management possession or ownership of the Development and whenever required to produce to the Leaseholder the policy or policies of such insurance and the receipt for the last premium for the same the Leaseholder paying to

the Company his reasonable costs for so producing and whenever required to produce to the Leaseholder a copy policy or policies for such insurance and the receipt for the last premium for the same the Leaseholder paying to the Company his reasonable costs for so producing

- (6) The Company shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Common Areas
- (7) The Company will pay all charges assessments and outgoings for rates water and electricity and other services payable in respect of the Common Areas
- (8) The Company shall insure and keep insured the furniture and equipment referred to in sub-clause 5(3)(a)(iv) hereof against such risks as the Company thinks fit in some insurance office of repute in the full value thereof and whenever required shall produce to the Leaseholder the policy or policies of such insurance and the receipt of the last premium for the same
- (9) So far as practicable (and without prejudice to the generality of the foregoing) to perform and provide the following services:-
 - (a) Supply maintain repair and replace as need be such fire fighting equipment in the Common Areas as the Company may deem desirable or necessary or as maybe required to be supplied or maintained by it by statute or by the Fire Authority for the district and for the avoidance of doubt the requirements of Statute or the Fire Authority shall have precedence in the interpretation of or compliance with the provisions of this sub-clause
 - (b) To supply provide purchase maintain renew replace repair and keep in good and serviceable order and condition all

appurtenances appointments fixtures fittings bins receptacles
tools appliances materials and other things which the Company
may deem desirable or necessary for the maintenance upkeep or
cleanliness of the Common Areas

- (c) To supply provide purchase maintain renew replace repair and
keep in good and serviceable order and condition the common
television aerials entrance door control systems entry
communication systems and any other mechanical devices which
the Company may deem desirable or necessary for the general
conduct management and security of the Common Areas

6. **PROVIDED ALWAYS** and it is hereby agreed as follows:-

- (1) If the rents or charges hereby reserved or any part of them shall be unpaid for
twenty one days after becoming payable (whether formally demanded or not) or
if any covenant on the part of the Leaseholder shall not be performed or
observed then and in any case it shall be lawful for the Developer until it shall
have transferred its interest and thereafter the Company at any time thereafter to
re-enter upon the Premises or any part thereof in the name of the whole and
thereupon this demise shall absolutely determine without prejudice to any right
of action or remedy of the Developer or the Company (as appropriate) in respect
of the antecedent breach of any of the Leaseholder's covenants or the conditions
contained in this Lease **PROVIDED THAT** the Developer or the Company (as
appropriate) shall not commence proceedings for forfeiture of this Lease without
giving reasonable prior notice to the mortgagee of the Leaseholder of which the
Developer or the Company (as appropriate) has received notice
- (2) Notwithstanding anything contained in this Lease the Developer until it shall
have transferred its interest and thereafter the Company shall have power
without obtaining any consent from or making any compensation to the
Leaseholder to deal as the Developer or the Company (as appropriate) may think
fit with any other land buildings or premises adjoining or near the Development
and to erect rebuild or heighten on such other land or premises any buildings

whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the terms be enjoyed by the Leaseholder

- (3) The Developer until it shall have transferred its interest and thereafter the Company shall have power at its discretion to alter or vary the Service Provisions relating to the Common Areas PROVIDED THAT such alterations or variations do not materially affect the enjoyment or amenities of the Premises or Common Areas
- (4) Any notice under this Lease shall be in writing and a notice to the Leaseholder shall be sufficiently served if left addressed to the Leaseholder on the Premises or sent to him by recorded delivery post there and any notice to the Developer or the Company shall be sufficiently served if received by it as its registered office
- (5) To the intent that no transfer or assignment of this Lease shall take place otherwise than in accordance with Clause 3(16) hereof the parties to this Lease apply to the Chief Land Registrar to enter the following restriction on the Register of the Title to this Lease such restriction to remain on the Register during its subsistence:

(Form N, Schedule 4, The Land Registration Rules 2003)

No disposition of the registered estate (other than a Charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of Portland Basin (Tameside) Management Company Limited care of Glasyers Solicitors Manchester House 18-20 Bridge Street Manchester M3 3BY by its Secretary or its Conveyancer.

The Developer and The Company confirm that such written consent shall not be withheld or delayed so long as the Leaseholder has paid all instalments of the Service Charge duly demanded from the Leaseholder and that such consent shall be deemed to have been granted if the Company goes into liquidation for any reason before any such

transfer

7. (1) IN this clause the following expressions have the following meanings:-
- (a) "Account Year" means a year ending on the 31st March in each year
 - (b) "Specified Proportion" means the proportion specified in the Particulars as amended from time to time under sub-clause 7(7) hereof
 - (c) "Service Provision" means the sum computed in accordance with sub-clauses 7(3) 7(4) and 7(5) hereof
 - (d) "The Service Charge" means the amount payable in accordance with the Specified Proportion of the Service Provision
 - (e) "the Surveyor" means the Company's professionally qualified surveyor and may be a person in the employ of the Company
- (2) The Leaseholder **HEREBY COVENANTS** with the Developer and the Company to pay the Service Charge during the Term by equal payments in advance on the first day of each month All sums paid to the Company in respect of that part of the Service Provision referred to in sub-clause 7(4)(i) hereof shall be held by the Company in trust for the Leaseholder until applied towards the matters referred to in sub-clause 7(5) hereof and all such sums shall only be so applied Any interest on or income of the said sums being held by the Company pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve fund referred to in sub-clause 7(4)(ii) hereof
- (3) The Service Provision in respect of any Account Year shall be computed by 31st August of each Account Year and shall be computed in accordance with sub-clause 7(4) hereof
- (4) (a) The Service Provision shall consist of a sum comprising

- (i) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Company upon the matters specified in sub-clause 7(5) hereof; and
 - (ii) a cyclical fund for or towards such of the matters specified in sub-clause 7(5) hereof as are likely to give rise to expenditure after the relevant Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the building of which the Premises forms a part
- (5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure of the Company in connection with the repair management maintenance and provision of services for the Development and shall include (without prejudice to the generality of the foregoing)
- (a) the cost of and incidental to compliance by the Company with every notice regulation or order of any competent local or other authority in respect of the Development
 - (b) all fees charges and expenses of the Surveyor (or if the Surveyor is an employee of the Company a reasonable allowance for the Company) in connection with the management and maintenance of the Development including the computation of and collection of the Service Provision
 - (c) all fees charges and expenses payable to any solicitor accountant surveyor valuer or architect whom the Company may from time to time reasonably employ in connection with the management or maintenance of the Development 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 Company then a reasonable allowance for the Company for such work

- (d) all costs expenses and outgoings whatsoever incurred by the Company in and about the discharge of the obligations on the part of the Company set out specifically in Clause 5(B) hereof and the costs of providing any additional service pursuant to Clause 5(B) hereof
- (e) the cost of insuring the Development in accordance with the provisions of sub-clause 5(B)(2) hereof
- (f) the cost of periodically inspecting examining maintaining overhauling and where necessary repairing or replacing any and every part of the Common Areas and the appurtenances thereof referred to in Clause 5(B) hereof
- (g) the cost of supplying electricity and other energy for all purposes referred to in Clause 5(B) hereof
- (h) the cost of employing staff for the performance of the duties and services referred to in Clause 5(B) hereof (including a resident or non-resident caretaker) and all other incidental expenditure in relation to such employment (including (but without limiting the generality of such provision) the payment of the statutory and such other insurance pension welfare and other payments contributions and premiums that the Company may in its absolute discretion deem desirable or necessary and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties)
- (i) all charges assessments impositions and other outgoings payable by the Company in respect of all parts of the Common Areas not intended for exclusion and separate occupation by lessees and occupiers of the Apartments or Dwelling Houses
- (j) the cost of all service contracts for the entry phone system entrance door control system fire alarm system emergency light system TV aerial

system and any systems installed or to be installed on the Development

(k) the cost of taking all steps deemed desirable or expedient by the Company for complying with making representation against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Development for which the Leaseholder is not directly liable hereunder

(l) Value Added Tax on any of the above items

(6) As soon as practicable after the end of each Account Year the Surveyor shall determine (which figure is to be certified by the Company's Auditors) and certify the amount by which the estimate referred to in sub-clause 7(4) hereof shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall forthwith upon receipt of the certificate (subject as provided in sub-clause 7(7)(a) and (b) hereof pay the Specified Proportion of the excess if any (or the excess payment shall be allowed to him in the next Service Charge demand(s))

(7) (a) If in the reasonable opinion of the Surveyor it shall at any time become necessary or equitable to do so he may increase or decrease the Specified Proportion

(b) The Specified Proportion increased or decreased in accordance with sub-clause 7(7)(a) hereof shall be endorsed on this Lease and shall hereafter be substituted for the Specified Proportion set out in the Particulars of this Lease

(8) If the Leaseholder shall at any time during the said term object to any item of the Service Provision as being unreasonable or to the insurances mentioned in clause 5(B) hereof being in sufficient then the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of

the Royal Institute of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED ALWAYS that any objection by the Leaseholder under this clause shall not affect the obligation of the Leaseholder to pay his proportion of the Service Provision in accordance with clauses 7(2) and 7(4) hereof and after such decision of any person so appointed by such President as aforesaid any overpayment by the Leasehold shall be credited against future payments due from the Leaseholder to the Company

8. This Lease is made with full title guarantee but excluding from that guarantee the covenant set out in Section 4(1)(B) of the Law of Property (Miscellaneous Provisions) Act 1994

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £150,000.00.

IN WITNESS whereof the Council the Developer and the Company have caused their respective Common Seals to be hereunto affixed and the Leaseholder has hereunto set his hand the day and year first before written

THE FIRST SCHEDULE above referred to
MUTUAL COVENANTS

1. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Development or any premises in the Development or may cause an increased premium to be payable in respect thereof
2. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Development

THE SECOND SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THE LEASE

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all persons entitled to the like right) at all times to use the Common Areas for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise) and subject to such regulations with regard thereto that may be made from time to time by the Company
2. The right in common with the Company the lessees and occupiers of all other Apartments and Dwelling Houses and all others having the like right to use for purpose only of access to and egress from the Premises all such parts of the Common Areas as afford access or egress (save such parts of the Common Areas as are laid out for car parking) PROVIDED THAT access along the corridors halls staircases landings and footways of the buildings on the Development shall be on foot only
3. A right of way (in common with others entitled) for all reasonable purposes on foot only over and along those parts of the Common Entrance (if any) forming part of any adjoining or adjacent land and serving the same and the Premises subject to the payment of a proportion of the cost of maintaining and repairing the same calculated by reference to the number of properties served

4. The right to use in common with the lessees and occupiers of all other Apartments and Dwelling Houses and their visitors the gardens pleasure grounds roads drives paths forecourts common television aerial entry phone system entrance door control system and other parts of the Development which are used in common by the owners or occupiers of any two or more of the Apartments or Dwelling Houses
5. The right to subjacent and lateral support and to shelter and protection from the other parts of any adjoining building in the Development.
6. The free and uninterrupted passage and running of water and soil gas and electricity telephone and television signals from and to the Premises through the sewers drains watercourses cables pipes and wires which now are or may at any time hereafter during the perpetuity period be in under or passing through the Development or any part thereof
7. The right for the Leaseholder with workmen and others (with or without materials tools and equipment if necessary) at all reasonable times on fourteen days prior written notice (except in the case of emergency) to enter upon other parts of the Development (save the site of any electricity substation or other Public Utility plant or equipment):-
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of any adjoining building in the Development giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused

THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise to the Developer the Company and the lessees of the other Apartments and Dwelling Houses

- (a) Easements rights and privileges over and along and through the Premises equivalent to those set forth in Second Schedule hereto TOGETHER WITH the right to enter the Premises to lay place construct or repair existing or additional sewers drains watercourses cables pipes and wires within the Premises as may be reasonably required by any Public Utility or the Company the person exercising such right causing as little inconvenience or damage as possible and making good to the reasonable satisfaction of the Leaseholder any damage so caused
- (b) The right of the Company and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease

THE FOURTH SCHEDULE above referred to

PART A

DEED OF COVENANT (ON ASSIGNMENT)

I

HEREBY COVENANT with PORTLAND BASIN (TAMESIDE) MANAGEMENT COMPANY LIMITED of Seaton Burn House Dudley Lane Seaton Burn Newcastle-upon-Tyne NE13 6BE ("the Company") that I and my successors in title will at all times from the day of 200 duly pay all rent becoming due under the Lease of the above property dated the day of 200 which was transferred to me by the registered proprietor thereof by a Transfer of even date and executed contemporaneously herewith and the Service Rent and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions therein contained and on the part of the Leaseholder to be observed and performed (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if I were the original Leaseholder party thereto

AND I ALSO AGREE that all notices served under the Lease or for the purpose or in anticipation of proceedings against me by the Company may be served upon me by post addressed to me at the above-named Premises or by delivery at the Premises (if the same shall come to my knowledge or not) and that for purposes of proceedings to forfeit the Lease I elect domicile in England at the said Premises and agree that process may be served at the Premises

(whether the same shall come to my knowledge or not) DATED the _____ day of _____ 200

IN WITNESS whereof I have executed this Deed the day and year first before written

Part B
DEED OF COVENANT (SUB-LEASE)

I
HEREBY COVENANT with PORTLAND BASIN (TAMESIDE) MANAGEMENT COMPANY LIMITED of Seaton Burn House Dudley Lane Seaton Burn Newcastle-upon-Tyne NE13 6BE ("the Company") that I and my successors in title will at all times from the day of _____ 200 duly pay all rent becoming due under the Sub-Lease of the above property dated the _____ day of _____ 200 which was granted to me by the registered proprietor thereof by a Sub-Lease of even date and executed contemporaneously herewith and the Service Rent and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions therein contained and on the part of the Leaseholder to be observed and performed under the Lease dated _____ and made between (1)

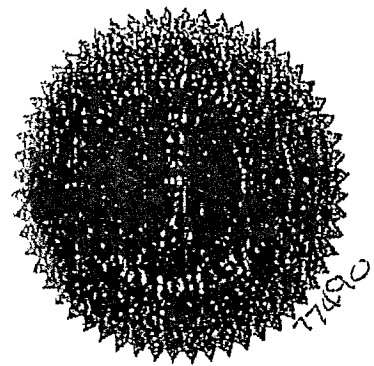
(2) _____ (3) and the Sub-Lease dated _____

AND I ALSO AGREE that all notices served under the Lease or Sub-Lease for the purpose or in anticipation of proceedings against me by the Company may be served upon me by post addressed to me at the above-named Premises or by delivery at the Premises (if the same shall come to my knowledge or not) and that for purposes of proceedings to forfeit the Sub-Lease I elect domicile in England at the said Premises and agree that process may be served at the Premises (whether the same shall come to my knowledge or not)

DATED the _____ day of _____ 200

IN WITNESS whereof I have executed this Deed the day and year first before written

THE COMMON SEAL OF
TAMESIDE METROPOLITAN BOROUGH COUNCIL



Was hereunto affixed in the presence of :-

[Handwritten signature]

Signed by Authorised Signatory

[Handwritten signature]

SIGNED as a DEED by
RICHARD EDINGTON/
ROLAND ORRELL /
DAVID SIMON WILLIAMS
as Attorney for BELLWAY HOMES
LIMITED in the presence of:-

Karleen Finlay
55 School way *K. Finlay*
Limepool L24 1UH

EXECUTED as a DEED by
THE COMPANY
in the presence of:-

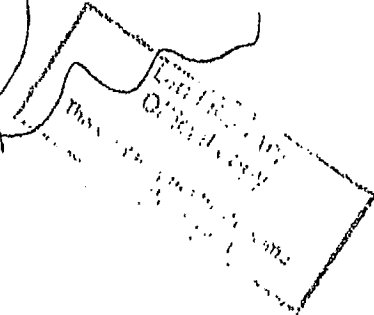
Karleen Finlay
55 School way
Limepool
L24 1UH *K. Finlay*

Director

[Handwritten signature]

Secretary

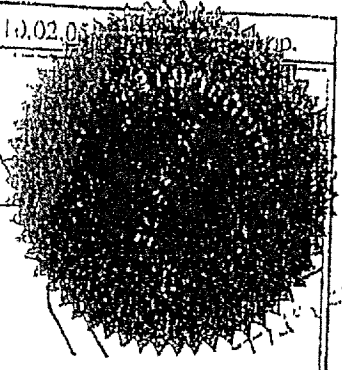
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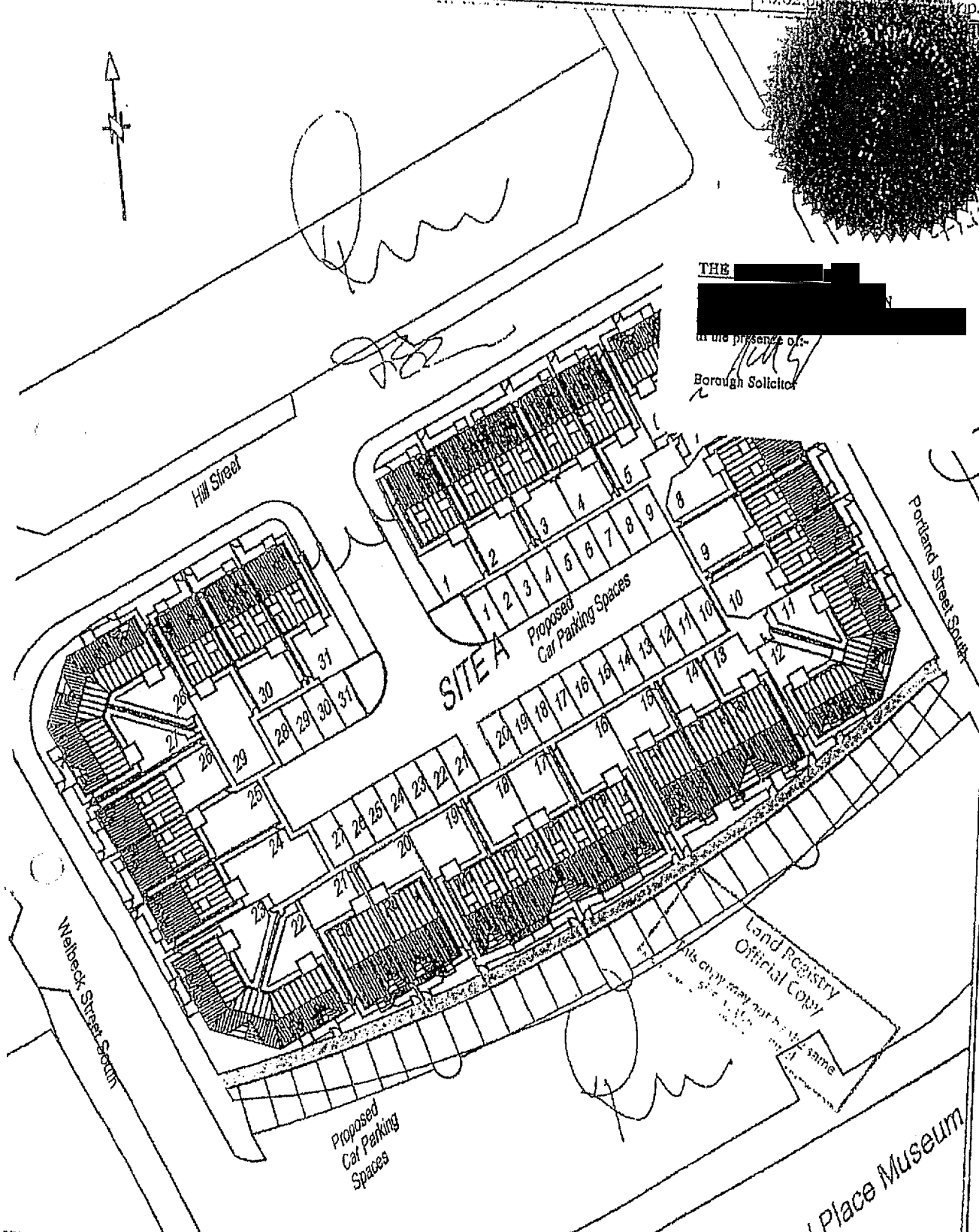
SIGNED as a DEED by the
LEASEHOLDER in the presence of:-

EX C

10.02.05



THE [REDACTED]
in the presence of:
[REDACTED]
Borough Solicitor



Bellway

Scale 1:500	Date 11.02.05	Drawn DH	Checked	Rev.
Project PORTLAND BASIN - SITE A				
Subject DEPT PL/1/1/10.21				

**MANAGEMENT ORDER
APPENDIX III**

APARTMENT LEASE
H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 2002

We hereby certify
this to be a true
copy of the original

County and District Greater Manchester - Tameside
Council's Title Numbers GM 903797 and GM 205253
Property : Land and premises at Portland Basin Tameside
Lessee's Title Number

PARTICULARS

COUNCIL TAMESIDE METROPOLITAN BOROUGH
COUNCIL of Council Offices Wellington Road Ashton-
under-Lyne Tameside OL6 6DL

DEVELOPER BELLWAY HOMES LIMITED (Company
Registration No. 4450933) whose registered office is at
Seaton Burn House Dudley Lane Seaton Burn Newcastle
upon Tyne NE13 6BE

COMPANY PORTLAND BASIN (TAMESIDE) MANAGEMENT
COMPANY LIMITED (Company Registration No.
5061168) whose registered office is at Seaton Burn
House Dudley Lane Seaton Burn Newcastle-upon-Tyne
NE13 6BE

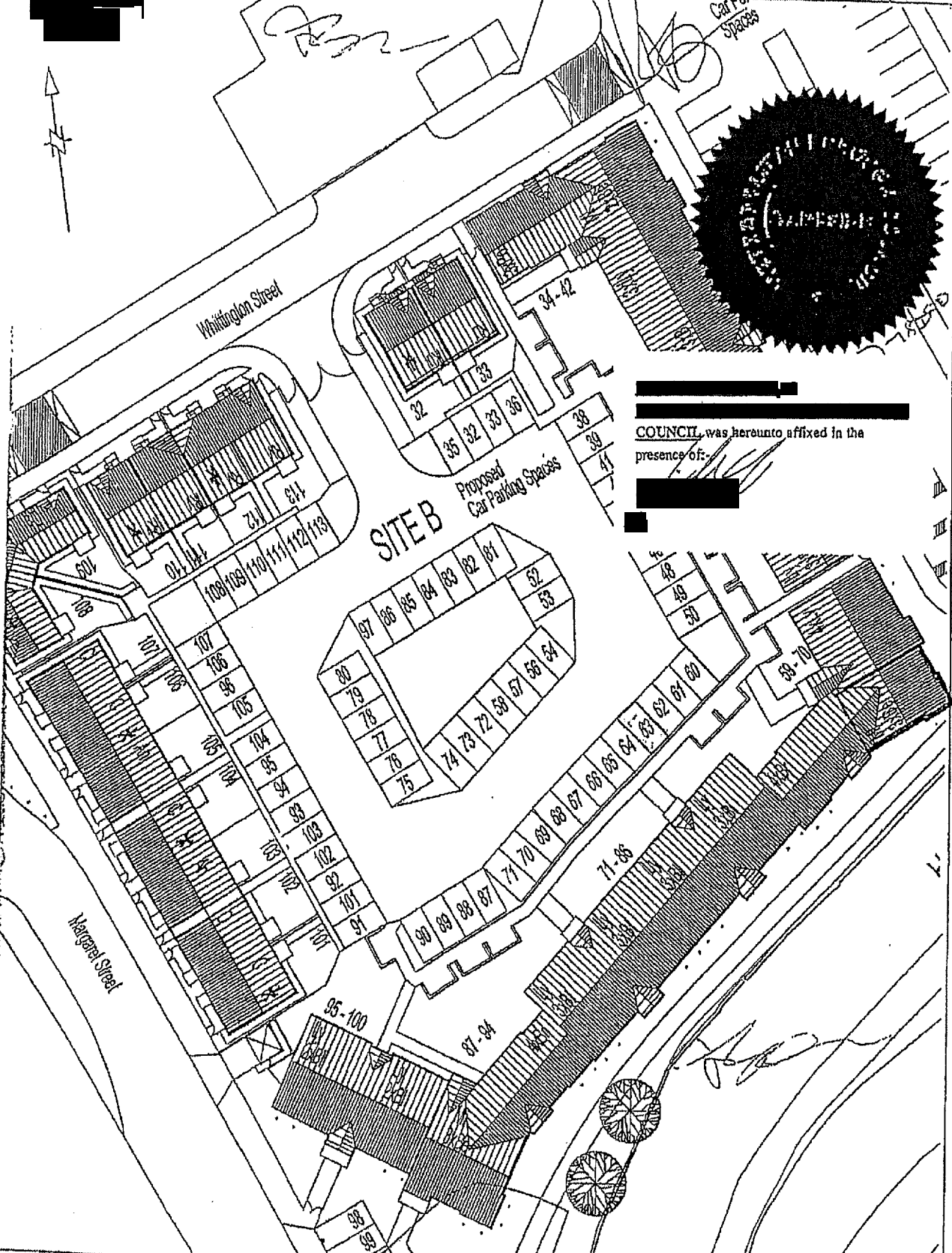
ASHTON ASHTON LEAS PROPERTIES LIMITED (Company
Registration No, 393251 Ireland) Whose registered office
is at Orchard House Lea's Cross Swords Co Dublin

LEASEHOLDER Steven Gerrard Bardsley of 18 Warrington Street,
Ashton-under-Lyne, Manchester

DEVELOPMENT The property known as Portland Basin Tameside

PREMISES Plot 63 being ALL THAT Ground Floor Apartment and
parking space shown edged red on the plan comprising
part of the Development and numbered or to be
numbered 1 Welbeck Street South Ashton Under Lyne
OL7 0QJ TOGETHER WITH the parking space
numbered 63 shown edged red on the Plan

PREMIUM £132,500.00



[Redacted]
 [Redacted]
 COUNCIL was hereto affixed in the
 presence of:
 [Redacted]
 [Redacted]

Bellway
 (a member of Bellway Group)
 2 Akin

[Redacted]	[Redacted]	[Redacted]	[Redacted]	Rev
[Redacted]	[Redacted]	[Redacted]	[Redacted]	-
[Redacted]	[Redacted]	[Redacted]	[Redacted]	

interest in the Development and also includes successors in title of the Council

- (2) The following expressions have where the context admits the following meanings:-
- (a) The expressions set out in the left-hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of The Particulars
 - (b) "the Premises" means the Apartment specified in the Particulars and includes the glass in the windows and doors (if any) thereof and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screening) of the walls ceilings and floors thereof (including the private balcony) (if any) the doors and frames in the said walls and all radiators and water and sanitary apparatus and gas and electrical apparatus exclusively serving the Premises and the fixtures and appurtenances of and belonging thereto but excluding all window frames
 - (c) "Common Areas" means the gardens grounds roads footpaths parking bays or forecourts bin stores and the main entrance halls passages landings staircases and any other parts of the Development which are intended to be or are capable of being enjoyed or used (subject to such regulations as may from time to time affect the use of the same as hereinafter provided) by the Leaseholder in common with the lessees of the other Apartments in the Development
 - (d) "Term" means the term hereby granted
 - (e) "Apartments" means the flats forming part of the Development and "Apartment" has a corresponding meaning
 - (f) "Dwelling Houses" means the houses forming part of the Development and "Dwelling House" has a corresponding meaning

(g) expressions relating to the payment of Service Charge are defined in Clause 7 hereof

- (3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants and the Leaseholder shall hold the Premises upon trust to sell the same with full power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale on trust for themselves as joint tenants/tenants in common in equal shares and the survivor of them can/cannot give a valid receipt for capital moncys arising on a disposition of the Premises
- (4) The singular includes the plural and the masculine includes the feminine and vice versa
- (5) The rights hereby granted and reserved shall only take affect in so far as they are ascertained within 80 years from the date of this Lease which period shall be the perpetuity period for the purpose of this Lease

2. IN consideration of the Premium payable as to £118,000.00 now paid by the Leaseholder to the Developer at the direction of the Council and Ashton (receipt of which is acknowledges) and the balance of £14,500.00 paid by the Leaseholder to Ashton at the direction of the Council and the Developer (the receipt of which is acknowledged) and of the Specified Rent and the Leaseholder's covenants conditions and agreements reserved and contained below the Council at the direction of and jointly with the Developer HEREBY DEMISES the Premises to the Leaseholder with Full title guarantee TOGETHER with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPT AND RESERVING the rights set out in the Third Schedule hereto TO HOLD the Premises to the Leaseholder for the term of ONE HUNDRED AND FIFTY years from the Commencement Date YIELDING AND PAYING therefor the Specified Rent if demanded.
3. THE Leaseholder HEREBY COVENANTS with the Developer and the Company (but not so as to render the Leaseholder liable to the Developer after the Developer shall have

SPECIFIED RENT A peppercorn.

SPECIFIED PROPORTION
OF SERVICE PROVISION 0.8279% (being the Service Charge) together with the
deferred Service Charge referred to in Clause 7(4) hereof

COMMENCEMENT DATE 1st November 2004

THIS LEASE which is made the 7th day of *April* Two Thousand and Five Six

BETWEEN THE COUNCIL of the first part THE DEVELOPER of the second part THE
COMPANY of the third part and THE LEASEHOLDER of the fourth part

RECITES THAT

- 1 The Council is the registered proprietor with title absolute of the Development

- 2 Pursuant to a Development Agreement made between the Council and the Developer the
Developer has the right to develop the Development and intends to do so by the
construction of Apartments Dwelling Houses communal facilities parking areas
accessways and other parts used in common and intended to be known as Portland Basin
Tameside

- 3 The Developer has agreed to sell and the Company has agreed to purchase the interest of
the Company and the Developer in the Development on the completion of the
Development

AND NOW WITNESSETH as follows:-

- 4 The Developer has directed the Council to join in this Lease as hereinafter appears

- 1 (1) REFERENCES to "the Company" includes successors of the Company and the
expression "the Leaseholder" includes successors in title of the Leaseholder and
the Company includes the Council (where requisite in order to give effect to this
Lease) but only for so long as the Council remains the owner of the freehold

parted with its interest in the Development)

- (1) To pay the Specified Rent at the times and in the manner mentioned above PROVIDED ALWAYS if and whenever the Specified Rent or other monies due hereunder (including in particular without prejudice to the generality of such expression all service charge monies) shall at any time be unpaid for a period of 14 days after becoming payable the same shall until paid bear interest calculated on a day-to-day basis at an annual rate of 4% above the base lending rate of Barclays Bank plc or any other successor thereof for the time being in force.
- (2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the Term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises
- (3) To pay the Service Charge by way of further or additional rent (whether formally demanded or not) calculated in accordance with Clause 7 hereof by way of direct debit of the Leaseholder's bank account PROVIDED THAT the Leaseholder shall pay to the Developer the relevant portion of the Service Charge attributable to expenditure incurred by the Developer in the event that the Developer fulfils all or any of the obligations of the Company contained in Clause 5(B) hereof in the event that the Company fails to fulfil all or any of such obligations
- (4) To keep the interior of the Premises (including any service installations and any apparatus incidental to the user thereof) clean and in good and substantial repair and condition (damage by fire or other risk insured under sub-clause 5(B)(2) hereof excepted unless such insurance shall be vitiated by any act or default of the Leaseholder)
- (5) As often as is reasonably necessary and in the last year of the Term however determined in a proper and workmanlike manner (and in the last year of the Term in colours approved by the Company such approval not to be unreasonably

withheld or delayed) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorate

- (6) Forthwith to repair and make good any damage to the Common Areas caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Company shall direct and to its reasonable satisfaction

- (7)
 - (a) Not to make any alterations or additions to the exterior of the Premises or its gates and boundaries or any structural alterations or structural additions to the interior of the Premises nor to layout or construct a means of access to a highway nor to erect any new buildings structure or erection thereon nor in any way to interfere with the outside of the Premises nor to remove any of the Company's fixtures from the Premises nor to do nor to cause suffer or permit any act or thing which lessens or reduces or which may lessen or reduce the protection or support given by the Premises to the Development or any part or parts thereof

 - (b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Company such consent not to be unreasonably withheld or delayed

- (8) Promptly to serve on the Company a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority and to comply with all requirements therein contained

- (9) To comply in all respects at the Leaseholder's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any national local or other public authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by the Company tenant or occupier so far as the Leaseholder is liable hereunder) and forthwith to give notice in writing to the Company of the making or giving of such order direction or requirement as aforesaid

- (10) To pay all costs charges and expenses (including Solicitor's costs and Surveyor's fees) incurred by the Company for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Company in respect of any breach of covenant by the Leaseholder hereunder
- (11) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the Term
- (12) To permit the Company and its surveyor or agent at all reasonable times on fourteen days prior written notice to enter the Premises (save in case of emergency) to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Company to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice
- (13) That if the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Company (but without prejudice to the right of re-entry under sub-clause 6(1) hereof) to enter upon the Premises and repair the same in accordance with those covenants and the expenses of such repairs including surveyor's fees shall be repaid by the Leaseholder to the Company on demand
- (14) At all reasonable times during the Term on fourteen days prior written notice (save in case of emergency) to permit the Company and the lessees of other premises in the Development with workmen and others and with materials tools and equipment (where necessary or appropriate) to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of cleansing repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises to the reasonable satisfaction of the Leaseholder

- (15) At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Company together with all fixtures and fittings in good and tenantable repair and condition in accordance with the covenants herein contained PROVIDED THAT damage by fire or other risks insured under sub-clause 5(B)(2) hereof is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- (16) (a) Not to assign underlet part with or share the possession of part of the Premises but only the whole of the Premises nor otherwise than in accordance with the provisions of the following sub-clause (b) of this sub-clause
- (b) Not to assign or to underlet or part with or share the possession of the Premises except with the prior written approval of the Company such approval not to be unreasonably withheld or delayed and to ensure that the assignee enters into a direct covenant in one of the appropriate forms set out in the Fourth Schedule hereto with the Company to pay the rent and service charge and to observe and perform the Leaseholder's covenants herein and pay the Company's reasonable administration and legal costs in connection therewith and to pay all arrears of Service Charge or moneys due hereunder (if any) and to produce to the Company (if demanded) such information as the Company may reasonably require to enable the Company to satisfy itself that the proposed assignee transferee or underlessee shall be capable of complying with the provisions of this Lease
- (17) Within fourteen days of any assignment lease or mortgage of the Leaseholder's interest in the Premises to give notice of it in writing with full details and pay a reasonable fee to the Company being not less than £5.00 for the registration of the notice
- (18) To provide curtains or blinds to the windows of the Premises

- (19) To repay all costs charges and expenses incurred in repairing maintaining renewing and reinstating any part of the Development not hereby demised or any part of the Common Areas so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder
- (20) To do such acts and things as may reasonably be required by the Company to prevent any easement or right belonging to or used with the Premises from being obstructed or lost and in particular not to obstruct or plant shrubs or trees over that area (if any) hatched black on the plan annexed and included in the demise and not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
- (21) Not to place or leave or cause to be placed or left any furniture cycle wheelchair box parcel bottles or other thing nor any refuse or rubbish in any part of the Common Areas (except in such receptacles and places as shall have been provided) nor to throw or cause to be thrown any refuse or rubbish out of any window of the Premises
- (22) (a) Not to park or allow to be parked any car van or other vehicle on any part of the Common Areas (other than on the parking space allocated to the Premises and save only to such extent and subject to such conditions as may be permitted by law and such other regulations as may be imposed by the Company or its managing agents)
- (b) Not to use the said parking space allocated to the Premises for any purpose other than the parking of a currently insured and roadworthy private motor vehicle or motor cycle and not to park or allow to be parked any other form of transport on the said parking space nor to work on or service such vehicle so parked and for the avoidance of doubt no caravan shall be parked or commercial vehicle over 30 cwt shall be parked on the said parking space
- (23) Not to make nor to cause permit or suffer to be made any unreasonable noise in

the Premises by way of piano gramophone radio television receiving set or other mechanical or musical instrument vacuum cleaner singing or otherwise at any time whatsoever between the hours of 11pm and 7am on all days

- (24) Not to play nor to cause suffer or permit to be played nor use nor cause suffer or permit to be used the things referred to in the immediately preceding clause hereof or any of them in any manner whatsoever nor sing or allow any singing nor make any noise of any kind outside the Premises whatsoever between the hours of 11pm and 7am on all days
- (25) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns water or soil pipes in the Premises
- (26) That no name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Premises or so as to be visible from the outside other than reasonable notice boards indicating the Premises for sale or let and that non such notice in any event be affixed or displayed until the Landlord shall leave completed and sold the whole of the Development.
- (27) That no clothes or other articles shall be hung or exposed outside the Premises
- (28) That no flower box pot or other like object shall be placed outside the Premises
- (29) Not to keep any bird dog or other animal or pet in the Premises without the previous written consent of the Company first being obtained (such consent may be withdrawn by the Company in its absolute discretion should such bird dog animal or pet cause a nuisance to other lessees)
- (30) Not to decorate the exterior of the Premises
- (31) That no external wireless satellite dish or television aerial or dish shall be erected by the Leaseholder
- (32) Not to obstruct nor to cause permit or suffer to be obstructed any part of the Common Areas

- (33) Not without the previous consent of the Company to alter nor to cause or permit or suffer to be altered any electrical wiring gas or water supply system or any other systems provided in the Development
- (34) Not to do nor to cause suffer or permit to be done on the Premises or the Development or any part thereof any act or thing which is or may become a nuisance annoyance or cause damage injury or inconvenience to the other lessees owners occupiers or users of the Development or any part thereof or to any adjoining or neighbouring property or which is or may become illegal or immoral
- (35) That any complaints which may arise between any of the lessees or occupiers of the Apartments and Dwelling Houses (including the Leaseholder) in relation to the above stipulations or otherwise may be submitted to the Company or its managing agents which may if it or they think fit determine the same and in the event its or their decision shall be binding upon all parties
- (36) To comply with and observe any regulations which the Company may with the provisions of this Lease make to govern the use of the Apartments and Dwelling Houses the Development and the Common Areas and for the good management of the same respectively Such regulations may be restrictive of acts done on the Development detrimental to its character or amenities Any costs or expenses incurred by the Company in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Development or in providing services to the Leaseholder and other lessees of Apartments and Dwelling Houses or in employing porters or other servants shall be deemed to have been properly incurred by the Company in pursuance of its obligations under this Lease notwithstanding the absence of any specific covenant by the Company to incur them and the Leaseholder shall keep the Company indemnified from and against his due proportion thereof under the covenants in that behalf contained in this Lease
- (37) Not to use the Premises or any part thereof for any purpose other than as a private residence in single occupation

- (38) Not to store or bring nor to cause permit or suffer to be stored or brought upon the Premises or any part thereof any inflammable dangerous noxious explosive or radio-active substance or thing in such quantities as shall or may cause danger or injury to the Premises or the Development or to any person using occupying or being upon the same or any part thereof at any time or which may increase the risk of fire or explosion or which may cause an increase in the insurance premium payable for the Development
- (39) Not to damage or cut down or remove any trees or shrubs on the Development
- (40) Not to erect or provide a container for the storage of oil for domestic heating on the Premises
- (41) To observe and comply with the rights covenants and other matters (if any) more particularly referred to in the registers of the above-mentioned titles insofar as the same are still subsisting and relate to or effect the Premises and to indemnify and keep indemnified the Company and the Developer from and against all actions costs proceedings claims and demands in respect thereof to the intent that the Company and the Developer shall not be liable upon the same in any manner

4. THE Leaseholder HEREBY COVENANTS with the Company and as a separate covenant with the Developer (but not so as to render the Leaseholder liable to the Developer after the Developer shall have parted with its interest in the Development) and with and for the benefit of the lessees and occupiers from time to time of the other Apartments in the Development as follows:-

- (1) That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule hereto
- (2) That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Company may make from time to time relating to the putting out of refuse for removal and such other matters as the Company considers necessary or desirable for the purpose of

securing the safety orderliness or cleanliness of the Development or the Common Areas or the efficient or economical performance by the Company of its obligations under this Lease

5. (A) THE Developer and the Company HEREBY COVENANT with the Leaseholder (but so that the Developer shall cease to be liable for the observance and performance of such covenants after it has transferred its interest in the Development to the Company as mentioned in recital 2 hereof) as follows:-
- (1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants and conditions herein on his part contained may peaceably enjoy the Premises during the Term without any lawful interruption by the Developer or the Company or any person rightfully claiming under or in trust for it or by title paramount
 - (2) That every lease granted on the Development of any Apartment or Dwelling House shall contain covenants and provisions to the like effect as the provisions of this Lease and if so required by the Leaseholder the Developer or the Company will enforce the lessee's covenants similar to those contained in this Lease which are or may be entered into by the lessees of other Apartments or Dwelling Houses in the Development so far as they effect the Premises provided the Leaseholder indemnifies the Developer and the Company against all costs and expenses of such enforcement and provides such security and deposit for payment of such costs and expenses as the Developer or the Company may require and complies with all other reasonable requirements of the Developer or the Company
- 5 (B) The Company hereby covenants with the Leaseholder and as a separate covenant with the Developer as follows:-
- (1) To pay all premiums for the insurance of the Development hereinafter mentioned within seven days after the same shall become due and to produce to the Leaseholder or the Developer (as appropriate) on demand the said policy and to permit the Leaseholder and any mortgagee of the

Premises to notify the insurer of his its or their interest in the Premises and to note the same on the said policy

- (2) That the Company will at all times during the Term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Development insured against loss or damage by fire flood and such other risks normally insured under a comprehensive policy or as the Company may from time to time reasonably determine in some insurance office of repute to its full reinstatement value (including demolition debris removal and all professional fees in connection with any reinstatement) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of any building in the Development being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance monies in the repair rebuilding or reinstatement of the same and in provision of such temporary accommodation as aforesaid **PROVIDED THAT** any deficiency shall be borne by the Company
- (3) (a) That (subject to the payment of the Specified Rent (if demanded) and Service Charge and except to such extent as the Leaseholder or the lessee of any other part of the Development shall be liable in respect thereof respectively under the terms of this Lease or any other Lease) the Company shall maintain repair redecorate and renew as appropriate:-
- (i) the roof foundations and main structure of the buildings in the Development and all external parts thereof and of the balconies (if any) including all external and load-bearing walls the windows and doors on the outside of the Apartments (save the glass in such doors and windows) and the boundary structures and all parts of the Development which are not the responsibility of the Leaseholder under this Lease or of any other lessee or any other Apartment or Dwelling Houses **PROVIDED**

ALWAYS the Company shall redecorate paint or otherwise treat as necessary the outside and the edges of the outside doors of the Premises and PROVIDED ALWAYS the Company shall decorate paint or otherwise treat the exterior of the buildings and the interior parts of the Common Areas on the Development as often as necessary but not less frequently than every four years of the Term respectively in a proper and workmanlike manner in all respects with suitable and good quality materials or paint

- (ii) the fire alarm systems entry phone systems communal television aerials entrance barriers heating systems pipes sewers drains wires cisterns and tanks and other electrical drainage ventilation and water apparatus and machinery in under and upon the Development (except such as belong to any public utility supply authority) which serve two or more Apartments or Dwelling Houses
 - (iii) the Common Areas
 - (iv) the furniture and equipment in the Common Areas which are enjoyed or intended to be enjoyed by the Leaseholder in common with the lessees and occupiers of other Apartments and Dwelling Houses
 - (v) any grass lawns flowering shrubs bushes and dwarf hedges within the Common Areas including for the avoidance of doubt the maintenance or reinstatement of garden ornaments sheds structures or the like provided by the Developer
- (b) The Company will execute and do all such works and things whatever as may at any time during the term be directed as required by any national or local or other public authority to be

executed or done upon or in respect of the Premises and Common Parts or any part thereof except such as may be required due to any neglect or default of the Leaseholder

- (4) That subject as in sub-clause 5(B)(3)(a) hereof and so far as practical the Company will on a weekly or other appropriate periodic basis keep the Common Areas in a clean and tidy and well maintained condition or cultivated as appropriate and on a monthly basis cause the external surfaces of the windows to be cleaned (or as near to such times or periods as circumstances shall permit) PROVIDED THAT:-
- (a) the Company shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default and
- (b) the Company may add to diminish modify or alter such services if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Company reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Development (including the Premises)
- (5) To insure the fixtures and fittings plant machinery and equipment in the Development against such risks as are usually covered by a house owner's comprehensive policy and to insure against third party claims made against it or the Developer in respect of the management possession or ownership of the Development and whenever required to produce to the Leaseholder the policy or policies of such insurance and the receipt for the last premium for the same the Leaseholder paying to the Company his reasonable costs for so producing and whenever required to produce to the Leaseholder a copy policy or policies for such insurance and the receipt for the last premium for the same the Leaseholder paying to the Company his reasonable costs for so producing

- (6) The Company shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the Common Areas
- (7) The Company will pay all charges assessments and outgoings for rates water and electricity and other services payable in respect of the Common Areas
- (8) The Company will (so far as practicable) keep clean and reasonably lighted and carpeted the halls passages landings staircases and other parts of the Common Areas so enjoyed or used by the Leaseholder in common as aforesaid and including the cleaning of the exterior of the windows of the Premises
- (9) The Company shall insure and keep insured the furniture and equipment referred to in sub-clause 5(3)(a)(iv) hereof against such risks as the Company thinks fit in some insurance office of repute in the full value thereof and whenever required shall produce to the Leaseholder the policy or policies of such insurance and the receipt of the last premium for the same
- (10) So far as practicable (and without prejudice to the generality of the foregoing) to perform and provide the following services:-
 - (a) Supply maintain repair and replace as need be such fire fighting equipment in the Common Areas as the Company may deem desirable or necessary or as maybe required to be supplied or maintained by it by statute or by the Fire Authority for the district and for the avoidance of doubt the requirements of Statute or the Fire Authority shall have precedence in the interpretation of or compliance with the provisions of this sub-clause
 - (b) To supply provide purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures fittings bins receptacles

tools appliances materials and other things which the Company may deem desirable or necessary for the maintenance upkeep or cleanliness of the Common Areas

- (c) To supply provide purchase maintain renew replace repair and keep in good and serviceable order and condition the common television aerials entrance door control systems entry communication systems and any other mechanical devices which the Company may deem desirable or necessary for the general conduct management and security of the Common Areas
- (d) To provide heating to such parts of the Common Areas as are appropriate by means of heating apparatus as now installed in the Common Areas so as to maintain a reasonable and normal temperature but the Company does not warrant that such parts of the Common Areas shall be heated to any particular degree

6. **PROVIDED ALWAYS** and it is hereby agreed as follows:-

- (1) If the rents or charges hereby reserved or any part of them shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any case it shall be lawful for the Developer until it shall have transferred its interest and thereafter the Company at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine without prejudice to any right of action or remedy of the Developer or the Company (as appropriate) in respect of the antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED THAT** the Developer or the Company (as appropriate) shall not commence proceedings for forfeiture of this Lease without giving reasonable prior notice to the mortgagee of the Leaseholder of which the Developer or the Company (as appropriate) has received notice
- (2) Notwithstanding anything contained in this Lease the Developer until it shall have transferred its interest and thereafter the Company shall have power

without obtaining any consent from or making any compensation to the Leaseholder to deal as the Developer or the Company (as appropriate) may think fit with any other land buildings or premises adjoining or near the Development and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the terms be enjoyed by the Leaseholder

- (3) The Developer until it shall have transferred its interest and thereafter the Company shall have power at its discretion to alter or vary the Service Provisions relating to the Common Areas PROVIDED THAT such alterations or variations do not materially affect the enjoyment or amenities of the Premises or Common Areas
- (4) Any notice under this Lease shall be in writing and a notice to the Leaseholder shall be sufficiently served if left addressed to the Leaseholder on the Premises or sent to him by recorded delivery post there and any notice to the Developer or the Company shall be sufficiently served if received by it as its registered office
- (5) To the intent that no transfer or assignment of this Lease shall take place otherwise than in accordance with Clause 3(16) hereof the parties to this Lease apply to the Chief Land Registrar to enter the following restriction on the Register of the Title to this Lease such restriction to remain on the Register during its subsistence:

(Form N, Schedule 4, The Land Registration Rules 2003)

No disposition of the registered estate (other than a Charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of Portland Basin (Tameside) Management Company Limited care of [
] by its Secretary or its Conveyancer.

The Developer and The Company confirm that such written consent shall not be withheld or delayed so long as the Leaseholder has paid all instalments of the

Service Charge duly demanded from the Leaseholder and that such consent shall be deemed to have been granted if the Company goes into liquidation for any reason before any such transfer

7. (1) IN this clause the following expressions have the following meanings:-
- (a) "Account Year" means a year ending on the 31st March in each year
 - (b) "Specified Proportion" means the proportion specified in the Particulars as amended from time to time under sub-clause 7(7) hereof
 - (c) "Service Provision" means the sum computed in accordance with sub-clauses 7(3) 7(4) and 7(5) hereof
 - (d) "The Service Charge" means the amount payable in accordance with the Specified Proportion of the Service Provision
 - (e) "the Surveyor" means the Company's professionally qualified surveyor and may be a person in the employ of the Company
- (2) The Leaseholder HEREBY COVENANTS with the Developer and the Company to pay the Service Charge during the Term by equal payments in advance on the first day of each month All sums paid to the Company in respect of that part of the Service Provision referred to in sub-clause 7(5) hereof shall be held by the Company in trust for the Leaseholder until applied towards the matters referred to in sub-clause 7(6) hereof and all such sums shall only be so applied Any interest on or income of the said sums being held by the Company pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve fund referred to in sub-clause 7(5) hereof
- (3) The Service Provision in respect of any Account Year shall be computed by 31st August of each Account Year and shall be computed in accordance with sub-clause 7(4) hereof
- (4) The Service Provision shall consist of a sum comprising

- (i) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Company upon the matters specified in sub-clause 7(5) hereof; and
 - (ii) a cyclical fund for or towards such of the matters specified in sub-clause 7(5) hereof as are likely to give rise to expenditure after the relevant Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the building of which the Premises forms a part
- (5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure of the Company in connection with the repair management maintenance and provision of services for the Development and shall include (without prejudice to the generality of the foregoing)
- (a) the cost of and incidental to compliance by the Company with every notice regulation or order of any competent local or other authority in respect of the Development
 - (b) all fees charges and expenses of the Surveyor (or if the Surveyor is an employee of the Company a reasonable allowance for the Company) in connection with the management and maintenance of the Development including the computation of and collection of the Service Provision
 - (c) all fees charges and expenses payable to any solicitor accountant surveyor valuer or architect whom the Company may from time to time reasonably employ in connection with the management or maintenance of the Development 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 Company then a reasonable allowance for the Company for such work

- (d) all costs expenses and outgoings whatsoever incurred by the Company in and about the discharge of the obligations on the part of the Company set out specifically in Clause 5(B) hereof and the costs of providing any additional service pursuant to Clause 5(B) hereof
- (e) the cost of insuring the Development in accordance with the provisions of sub-clause 5(B)(2) hereof
- (f) the cost of periodically inspecting examining maintaining overhauling and where necessary repairing or replacing any and every part of the Common Areas and the appurtenances thereof referred to in Clause 5(B) hereof
- (g) the cost of supplying electricity and other energy for all purposes referred to in Clause 5(B) hereof
- (h) the cost of employing staff for the performance of the duties and services referred to in Clause 5(B) hereof (including a resident or non-resident caretaker) and all other incidental expenditure in relation to such employment (including (but without limiting the generality of such provision) the payment of the statutory and such other insurance pension welfare and other payments contributions and premiums that the Company may in its absolute discretion deem desirable or necessary and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties)
- (i) all charges assessments impositions and other outgoings payable by the Company in respect of all parts of the Common Areas not intended for exclusion and separate occupation by lessees and occupiers of the Apartments or Dwelling Houses
- (j) the cost of all service contracts for the entry phone system entrance door control system fire alarm system emergency light system TV aerial system and any systems installed or to be installed on the Development

- (k) the cost of taking all steps deemed desirable or expedient by the Company for complying with making representation against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Development for which the Leaseholder is not directly liable hereunder
- (l) Value Added Tax on any of the above items
- (6) As soon as practicable after the end of each Account Year the Surveyor shall determine (which figure is to be certified by the Company's Auditors) and certify the amount by which the estimate referred to in sub-clause 7(4) hereof shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall forthwith upon receipt of the certificate (subject as provided in sub-clause 7(7)(a) and (b) hereof pay the Specified Proportion of the excess if any (or the excess payment shall be allowed to him in the next Service Charge demand(s))
- (7) (a) If in the reasonable opinion of the Surveyor it shall at any time become necessary or equitable to do so he may increase or decrease the Specified Proportion
- (b) The Specified Proportion increased or decreased in accordance with sub-clause 7(7)(a) hereof shall be endorsed on this Lease and shall hereafter be substituted for the Specified Proportion set out in the Particulars of this Lease
- (8) If the Leaseholder shall at any time during the said term object to any item of the Service Provision as being unreasonable or to the insurances mentioned in clause 5(B) hereof being in sufficient then the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institute of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person

shall decide PROVIDED ALWAYS that any objection by the Leaseholder under this clause shall not affect the obligation of the Leaseholder to pay his proportion of the Service Provision in accordance with clauses 7(2) and 7(4) hereof and after such decision of any person so appointed by such President as aforesaid any overpayment by the Leasehold shall be credited against future payments due from the Leaseholder to the Company

8. This Lease is made with full title guarantee but excluding from that guarantee the covenant set out in Section 4(1)(B) of the Law of Property (Miscellaneous Provisions) Act 1994
9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds [£ 150,000.00]

IN WITNESS whereof the Council the Developer and the Company have caused their respective Common Seals to be hereunto affixed and the Leaseholder has hereunto set his hand the day and year first before written

THE FIRST SCHEDULE above referred to
MUTUAL COVENANTS

1. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Development or any premises in the Development or may cause an increased premium to be payable in respect thereof
2. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Development

THE SECOND SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THE LEASE

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all persons entitled to the like right) at all times to use the Common Areas for all purposes incidental to the occupation and enjoyment of the Premises (but not further or

otherwise) and subject to such regulations with regard thereto that may be made from time to time by the Company

2. The right in common with the Company the lessees and occupiers of all other Apartments and Dwelling Houses and all others having the like right to use for purpose only of access to and egress from the Premises all such parts of the Common Areas as afford access or egress (save such parts of the Common Areas as are laid out for car parking) PROVIDED THAT access along the corridors halls staircases landings and footways of the buildings on the Development shall be on foot only
3. The right to use in common with the lessees and occupiers of all other Apartments and Dwelling Houses and their visitors the gardens pleasure grounds roads drives paths forecourts common television aerial entry phone system entrance door control system and other parts of the Development which are used in common by the owners or occupiers of any two or more of the Apartments or Dwelling Houses
4. The right in common with the owners and occupiers of all other Apartments and Dwelling Houses to use the refuse store provided on the Development
5. The right to subjacent and lateral support and to shelter and protection from the other parts of any adjoining building in the Development and from the site and roof thereof
6. The free and uninterrupted passage and running of water and soil gas and electricity telephone and television signals from and to the Premises through the sewers drains watercourses cables pipes and wires which now are or may at any time hereafter during the perpetuity period be in under or passing through the Development or any part thereof
7. The right for the Leaseholder with workmen and others (with or without materials tools and equipment if necessary) at all reasonable times on fourteen days prior written notice (except in the case of emergency) to enter upon other parts of the Development (save the site of any electricity substation or other Public Utility plant or equipment):-
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains
and watercourses cables pipes and wires or

- (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of any adjoining building in the Development giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused

THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise to the Developer the Company and the lessees of the other Apartments and Dwelling Houses

- (a) Easements rights and privileges over and along and through the Premises equivalent to those set forth in the Second Schedule hereto TOGETHER WITH the right to enter the Premises to lay place construct or repair existing or additional sewers drains watercourses cables pipes and wires within the Premises as may be reasonably required by any Public Utility or the Company the person exercising such right causing as little inconvenience or damage as possible and making good to the reasonable satisfaction of the Leaseholder any damage so caused
- (b) The right of the Company and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
- (c) The load-bearing walls floor structure and roof of the Buildings within the Development of which the Premises form part and the window frames (but not the glass therein)

THE FOURTH SCHEDULE above referred to
PART A
DEED OF COVENANT (ON ASSIGNMENT)

I

HEREBY COVENANT with PORTLAND BASIN (TAMESIDE) MANAGEMENT COMPANY LIMITED of Seaton Burn House Dudley Lane Seaton Burn Newcastle-upon-Tyne NE13 6BE ("the Company") that I and my successors in title will at all times from the

day of 200 duly pay all rent becoming due under the lease of the above property dated the day of 200 which was transferred to me by the registered proprietor thereof by a Transfer of even date and executed contemporaneously herewith and the Service Rent and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions therein contained and on the part of the Leaseholder to be observed and performed (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if I were the original Leaseholder party thereto

AND I ALSO AGREE that all notices served under the Lease or for the purpose or in anticipation of proceedings against me by the Company may be served upon me by post addressed to me at the above-named Premises or by delivery at the Premises (if the same shall come to my knowledge or not) and that for purposes of proceedings to forfeit the Lease I elect domicile in England at the said Premises and agree that process may be served at the Premises (whether the same shall come to my knowledge or not) DATED the day of 200

IN WITNESS whereof I have executed this Deed the day and year first before written

Part B

DEED OF COVENANT (SUB-LEASE)

I

HEREBY COVENANT with PORTLAND BASIN (TAMESIDE) MANAGEMENT COMPANY LIMITED of Seaton Burn House Dudley Lane Seaton Burn Newcastle-upon-Tyne NE13 6BE ("the Company") that I and my successors in title will at all times from the day of 200 duly pay all rent becoming due under the Sub-Lease of the above property dated the day of 200 which was granted to me by the registered proprietor thereof by a Sub-Lease of even date and executed contemporaneously herewith and the Service Rent and all other sums payable thereunder and observe and perform all the covenants restrictions stipulations and conditions therein contained and on the part of the Leaseholder to be observed and performed under the Lease dated and made between (1)
(2) (3) and the Sub-Lease dated

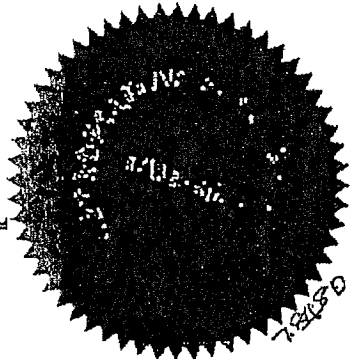
AND I ALSO AGREE that all notices served under the Lease or Sub-Lease for the purpose or in anticipation of proceedings against me by the Company may be served upon me by post addressed to me at the above-named Premises or by delivery at the Premises (if the same shall

come to my knowledge or not) and that for purposes of proceedings to forfeit the Sub-Lease I elect domicile in England at the said Premises and agree that process may be served at the Premises (whether the same shall come to my knowledge or not)

DATED the day of 200

IN WITNESS whereof I have executed this Deed the day and year first before written

THE COMMON SEAL OF
TAMESIDE METROPOLITAN BOROUGH COUNCIL



Was hereunto affixed in the presence of :-

Signed by Authorised Signatory

SIGNED as a DEED by
RICHARD EDGINGTON
ROLAND ORRELL
as Attorney for BELLWAY HOMES LIMITED
in the presence of :-

~~17 ST MICHAELS RD~~
17 ST MICHAELS RD
WIDNES, CHESHIRE
WA8 8TB.

EXECUTED as a DEED by
THE COMPANY in the presence of

Director

N.M. [Signature]
19 Salway-Buchan
Dartford - N36 4WA

Secretary

EXECUTED as a DEED by

ASHTON LEAS PROPERTIES LIMITED

In the presence of:-

Director

Secretary

SIGNED as a Deed by the

LEASEHOLDER in the presence of:-