

Appendix 10

Draft Shared Equity Lease

DATED [

] 201

NOTTING HILL HOME OWNERSHIP LIMITED
as Landlord

[•]
as Leaseholder

NewBuild HomeBuy Lease
(Granted on Shared Ownership terms)

["Shared Equity Lease" for use with Existing residents where no rent is to be charged on retained equity (save for agreed groundrent)]

of flat at [•]

Important Notice for Leaseholders

A guide to the key terms of this Lease is set out in Appendix 3

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LAND REGISTRY PRESCRIBED CLAUSES

LR1.	Date of Lease	[]	201
LR2.	Title number(s)	LR2.1	Landlord's title number(s)	
		[•]		
		LR2.2	Other title numbers	
		[•]		
LR3.	Parties to this Lease	Landlord		
		NOTTING HILL HOME OWNERSHIP LIMITED (company no. IP23066R) whose registered office is at 1 Butterwick Hammersmith London W6 8DL		
		Tenant		
		[•] of [•]		
LR4.	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail		
		As specified in Schedule 1 (<i>The Premises</i>) and Schedule 9 (<i>Defined Terms</i>) of this Lease and defined in this Lease as "the Premises"		
LR5.	Prescribed statements etc	LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	
		None		
		LR5.2	This Lease is made under, or by reference to, provisions of:	
		Not applicable		
LR6.	Term for which the Property is leased	The term as specified in this Lease at Clause 2 (<i>The Letting Terms</i>) and as defined in Schedule 9 (<i>Definitions</i>)		

LR7. Premium	£[•]
LR8. Prohibitions or restrictions on disposing of this Lease	This Lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc	LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land
	None
	LR9.2 Tenant's covenant to (or offer to) surrender this Lease
	As specified in Clause 3.19 (<i>Pre-emption provisions</i>), Schedule 8 (<i>Surrender by Leaseholder</i> (Pre-emption) and Clause 6.8 (<i>Frustration clause</i>)
	LR9.3 Landlord's contractual rights to acquire this lease
	Not applicable
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property
	As specified in Schedule 3 (<i>Easements, Rights and Privileges</i>)
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
	As specified in Schedule 4 (<i>Exceptions and Reservations</i>).
LR12. Estate rent charge burdening the Property	Not applicable
LR13. Application for standard form of restriction	The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property:- "No disposition of the registered estate (other than a charge) by the proprietor of

	the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number <i>[specify title number]</i> or their conveyance that the provisions of Clause 3.19.1 (<i>Pre-emption provisions</i>) of the registered lease have been complied with or that they do not apply to the disposition."
LR14. Declaration of trust where there is more than one person comprising the Tenant	<p><i>[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]</i></p> <p>OR</p> <p><i>[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</i></p> <p>OR</p> <p><i>[The Tenant is more than one person. They are to hold the Property on trust [complete as necessary].]</i></p>

PARTICULARS

Commencement Date	[•]
Gross Rent	£[•] per annum, subject to review in accordance with Schedule 5 (<i>Rent Review Review</i>).
Initial Market Value	The sum of £[•].
Initial Percentage	[•] %.
Premium	The sum of £[•]
Review Date	[•] and each successive [•] during the Term and the term the "Relevant Review Date" shall be construed accordingly.
Specified Proportion (clause 7)	[•] % <i>[a fair proportion of the Service Provision to be determined by the Authorised Person taking into account the degree of benefit received by the Premises from the services]</i>
Specified Rent	A sum equal to the Unacquired Percentage of the Gross Rent (the Specified Rent on the date of this Lease being £[•] per annum) or (if greater) the Minimum Rent.

DATED /

201

PARTIES

- (1) NOTTING HILL HOME OWNERSHIP LIMITED whose registered office is at 1 Butterwick Hammersmith London W6 8DL registered with the Tenant Services Authority under number SL3119 and which is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under number IP23066R (the "Landlord")
- (2) _____ of
(the "Leaseholder")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Lease the terms defined in the Particulars and in Schedule 9 (*Defined Terms*) shall have the meanings specified.
- 1.2 Any obligation on a party to this Lease to do any act includes an obligation to procure that it is done.
- 1.3 Where the Leaseholder is placed under a restriction in this Lease, the restriction includes the obligation on the Leaseholder not to permit or allow the infringement of the restriction by any person.
- 1.4 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.5 The Clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the interpretation of any provision to which they refer.
- 1.6 The Key Information for Shared Owners set out in Appendix 3 is for information purposes only and is not to be taken into account in the interpretation of any provision of this Lease.
- 1.7 Unless the contrary intention appears, references:
- (a) to defined terms are references to the relevant defined term in the Particulars and Schedule 9 (*Defined Terms*);
 - (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and
 - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.8 Words in this Lease denoting the singular include the plural meaning and vice versa.
- 1.9 References in this Lease to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

1.10 Words in this Lease importing one gender include both genders, and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

1.11 Words and expressions which appear in the first column of the Particulars, shall in this Lease have the meaning shown opposite them in the second column of the Particulars.

2 THE LETTING TERMS

In consideration of the Premium (receipt of which the Landlord acknowledges), the Specified Rent and the Leaseholder's covenants in this Lease the Landlord lets the Premises to the Leaseholder:

- (a) together with the rights set out in Schedule 3 (*Easements, Rights and Privileges*) and together with the rights; but
- (b) subject to the provisions set out in Schedule 6 (*Staircasing Provisions*); and
- (c) except and reserved to the Landlord the rights set out in Schedule 4 (*Exceptions and Reservations*);
- (d) for the Term;

the Leaseholder paying during the Term the Specified Rent (subject to revision under Schedule 5 (*Rent Review*)) by equal monthly payments in advance on the first day of each month, the first payment to be made on the date of this Lease.

3 LEASEHOLDER'S COVENANTS

The Leaseholder covenants with the Landlord as follows.

3.1 Pay rent

To

3.1:1 pay the Specified Rent at the times and in the manner mentioned in Clause 2 (*The Letting Terms*) and all other monies due under this Lease without deduction PROVIDED ALWAYS that for such period as the Original Leaseholder shall be registered at Land Registry as registered proprietor of this Lease the actual amount of the Specified Rent payable pursuant to this clause shall be a sum equivalent to the Minimum Rent.

3.1:2 To make such payments by bankers standing order or direct debit or such other form of electronic transfer as the Landlord may require

3.2 Interest

To pay interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank PLC for the time being in force on so much of the Specified Rent or any other monies due to the Landlord under this Lease that remain unpaid for a period of 14 days after becoming due for payment.

3.3 Outgoings

3.3.1 To pay Outgoings.

3.3.2 To refund to the Landlord on demand (where Outgoings relate to the whole or part of the Building or other property including the Premises) a fair and proper proportion attributable to the Premises, such proportion to be conclusively determined by the Landlord (who shall act reasonably).

3.4 **Repair**

To repair and keep the Premises in good and substantial repair and condition (except in respect of damage by risks insured under Clause 5.2 (*Insure*) unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder).

3.5 **Decoration**

As often as is reasonably necessary and in the last month of the Term in a proper and workmanlike manner (and in the last month of the Term in colours approved by the Landlord) 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 decorated.

3.6 **Provide floor coverings**

[To provide carpets or such other suitable floor coverings to the floors of the Premises.] [To provide carpets with good quality underlay [or such other suitable floor coverings] to all the floors of the Premises excluding bathrooms and kitchens]

3.7 **Repair damage to Common Parts**

In respect of any damage or disrepair to the Common Parts caused or contributed to by any act, neglect or default of the Leaseholder or the Leaseholder's family, servants or licensees or by any other person under the control of the Leaseholder, at the option of the Landlord, the Leaseholder will on demand indemnify the Landlord in respect of all costs, charges and expenses incurred the Landlord in repairing, making good, renewing and/or reinstating such damage or disrepair.

3.8 **Not to alter**

3.8.1 Not to:

- (a) make any alterations or additions to the exterior of the Premises;
- (b) make any structural alterations or structural additions to the interior of the Premises;
- (c) erect any new buildings on the Premises;
- (d) in any way interfere with the outside of the Building; or
- (e) remove any of the Landlord's fixtures from the Premises.

3.8.2 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 Landlord (such consent not to be unreasonably withheld).

3.9 Comply with requirements of public authorities

To execute and do at the expense of the Leaseholder all works and things as may at any time during the Term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part of the Premises provided that the Leaseholder shall not be liable by virtue of this Clause 3.9 (*Comply with requirements of public authorities*) to execute or do any works which fall within the scope of Clause 5.3 (*Repair redecorate renew structure*).

3.10 Provide copies of notices

Promptly to serve on the Landlord 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.

3.11 Expenses of the Landlord

To pay all costs, charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Landlord:

- (a) 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 even if forfeiture is avoided otherwise than by relief by the court; or
- (b) otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder under this Lease.

3.12 Obtain consents

To obtain all licences, permissions and consents and do all works and things 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 of the Premises or in respect of any use of the Premises during the Term.

3.13 Landlord's right of inspection and right of repair

3.13.1 To permit the Landlord and its employees or agents at reasonable times to enter the Premises and examine their condition and also to take a schedule of fixtures and fittings in the Premises.

3.13.2 If any breach of covenant, defects, disrepair, removal of fixtures and fittings or unauthorised alterations or additions are found on inspection for which the Leaseholder is liable, then, on notice from the Landlord, to execute to the reasonable satisfaction of the Landlord or the Landlord's surveyor all repairs, works, replacements or removals required within three months (or sooner if necessary) after receipt of notice.

3.13.3 If the Leaseholder fails to comply with a notice under Clause 3.13.2, the Landlord may itself or by its workpeople or agents enter the Premises and execute the repairs, works, replacements or removals.

3.13.4 To pay to the Landlord on demand all expenses incurred under Clause 3.13.3.

3.14 Permit entry

At all reasonable times during the Term on notice to permit the Landlord and the lessees of other premises in the Building with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for

the purpose of repairing, maintaining and replacing all Service Media or other conveniences belonging to or serving the same, the party so entering making good any damage caused to the Premises.

3.15 Yield up

At the termination of this Lease to quietly yield up the Premises repaired, maintained, cleaned, decorated and kept in accordance with the covenants in this Lease (except in respect of damage by risks insured under Clause 5.2 (*Insure*) unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder).

3.16 Use

Not to use the Premises for anything other than as a private residence in single occupation.

3.17 Restrictions on use

Not to do any act or thing which may:

- (a) render void or voidable any policy of insurance on the Premises or may cause an increased premium to be payable in respect of the Premises;
- (b) cause or permit to be caused nuisance, annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to such premises;
- (c) result in any form of harassment or intimidation of any other person, including the Landlord's staff, contractors and agents; or
- (d) result in the use of the Premises for any unlawful or immoral purpose.

3.18 Alienation

3.18.1 Not to assign, underlet, charge, mortgage, or part with possession of part only of the Premises.

3.18.2 Not to underlet or part with possession of the whole of the Premises before Final Staircasing has been accomplished.

3.18.3 Not without the prior written consent of the Landlord (such consent not to be unreasonably withheld) to assign the whole of the Premises before Final Staircasing has been accomplished.

3.19 Pre-emption provisions

3.19.1 Subject to Clause 3.19.5, during the Pre-Emption Period the Leaseholder shall not:

- (a) assign the whole or part of the Premises;
- (b) (after Final Staircasing has been accomplished) underlet the whole of the Premises pursuant to an underlease for a term of more than 21 years otherwise than at a rack rent; or
- (c) (after Final Staircasing has been accomplished) enter into an agreement to renew or extend the term of any underlease granted for a term of less than 21 years,

otherwise than as permitted pursuant to the provisions of Clause 3.19.2 and Clause 3.19.3.

3.19.2 If the Leaseholder wishes to assign or underlet upon the terms set out in Clauses 3.19.1(a) and Clause 3.19.1(b) the whole of the Premises during the Pre-Emption Period he shall first serve written notice on the Landlord (such notice to be accompanied with a Valuer's Certificate dated no earlier than 8 weeks before the notice) offering a surrender of this Lease and within 8 weeks of receipt the Landlord may serve written notice on the Leaseholder:

- (a) declining the offer of a surrender but nominating a purchaser to take an assignment of the whole of the Premises, in which case the provisions of Schedule 7 (*Assignment of whole to Nominated Purchasers*) will apply; or
- (b) stating that the Landlord will accept a surrender of this Lease, in which case the provisions of Schedule 8 (*Surrender by Leaseholder (Pre-Emption)*) will apply.

3.19.3 If the Landlord does not serve a notice under Clause 3.19.2 within the 8 week period specified in Clause 3.19.2 (as to which time shall be of the essence) the Leaseholder may assign or underlet the whole of the Premises subject to Clause 3.19.6 and subject to exchange of contracts (or completion where there is no prior exchange of contracts) for the assignment or underletting taking place within 12 months of service of the Leaseholder's notice pursuant to Clause 3.19.2 provided that if no exchange of contracts or completion has taken place within such 12 month period and the Leaseholder wishes to assign or underlet the whole of the Premises the procedure set out in Clause 3.19.2 and this Clause 3.19.3 shall be repeated.

3.19.4 The Landlord and the Leaseholder shall apply to the Chief Land Register to enter a restriction in the following form (Form M) in the proprietorship register of the Leaseholder title:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number **[specify title number]** or their conveyancer that the provisions of Clause 3.19.1 (*Pre-emption provisions*) of the registered lease have been complied with or that they do not apply to the disposition."

3.19.5 Where this Lease is assigned:

- (a) under a will or intestacy to a spouse or civil partner;
- (b) under Section 24 or 24A of the Matrimonial Causes Act 1973;
- (c) under section 17 of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders or orders for the sale of property after overseas divorce, etc);
- (d) under paragraph 1 of schedule 1 to the Children Act 1989 (orders for financial relief against parents); or
- (e) under Part 2 or 3 of Schedule 5 or paragraph 9 of schedule 7, to the Civil Partnership Act 2004 (property adjustment orders, or orders for the sale of

property, in connection with civil partnership proceedings or after overseas dissolution of civil partnership;

the provisions of Clause 3.19.1 to Clause 3.19.3 will not apply.

3.19.6 For the purposes of any disposal permitted under Clause 3.19.3 or under Clause 3.19.5:

- (a) the Leaseholder covenants with the Landlord not to dispose of any estate or interest in the Premises or any part of it save to a person who has first entered into a deed of covenant with the Landlord to the same effect as the pre-emption provisions contained in this Clause 3.19 (*Pre-emption provisions*); and
- (b) the Leaseholder and the Landlord shall apply to the Land Registry (i) to register a notice of the pre-emption rights in the charges register of the Leaseholder's title to the Premises and (ii) to enter a restriction in the following form in the proprietorship register of that title:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number [*specify Landlord's title number*] or their conveyancer that the provisions of the deed of covenant dated [] (entered into pursuant to Clause 3.19.6 of the registered lease have been complied with or that they do not apply to the disposition."

3.20 **Register disposals**

Within one month of any assignment, underletting, mortgage, charge or other dealing with the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the document effecting the assignment, mortgage, charge, or devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice.

3.21 **Pay Landlord's administration fees**

Upon any assignment of the Leaseholders interest in the Premises to pay to the Landlords all costs charges and expenses incurred by the Landlord for the purpose of or incidental to the assignment such sum not being greater than one per cent (1%) of the Market Value

3.22 **Prevent loss of easements**

To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost 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.

3.23 **Superior Title**

To observe and perform the restrictive and other covenants referred to in the Landlord's title so far as the same are now subsisting and affect the Premises and to indemnify the Landlord in respect of any breach thereof

4 **LEASEHOLDER'S FURTHER COVENANTS**

The Leaseholder covenants with the Landlord and with and for the benefit of the tenants and occupiers from time to time of the other premises in the Building as follows.

4.1 **Observe covenants in Schedule 2 (*Mutual Covenants*)**

To observe the covenants set out in Schedule 2 (*Mutual Covenants*).

4.2 **Comply with Regulations**

To comply with such reasonable regulations as the Landlord may make from time to time relating to the orderly and proper use of the Common Parts and security of the Building.

5 **LANDLORD'S COVENANTS**

The Landlord covenants with the Leaseholder as follows.

5.1 **Quiet enjoyment**

That the Leaseholder paying the rents reserved by this Lease and performing and observing the covenants contained in this Lease may peaceably enjoy the Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it.

5.2 **Insure**

At all times during the Term (unless such insurance shall be cancelled, invalidated or revoked by any act or default of the Leaseholder) to keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some Insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of rent) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium and will in the event of the Building 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 Building.

5.3 **Repair redecorate renew structure**

Subject to Clause 5.5 (*Landlord's Protection Provisions*) and to payment of the Specified Rent and Service Charge, the Landlord shall maintain, repair, redecorate, renew and (in the event in the Landlord's reasonable opinion such works are required) improve:

- (a) the load bearing framework and all other structural parts of the Building, the roof, foundations, joists and external walls of the Building *[including the main structure of the balconies (if any) and their railings but not the surface of the same]* and Service Media and machinery and plant within (but not

exclusively serving) the Premises and all parts of the Building which are not the responsibility of the Leaseholder under this Lease or of any other leaseholder under a similar lease of other premises in the Building;

(b) the Service Media, cisterns and tanks and other gas, electrical, drainage, ventilation and water apparatus and machinery in under and upon the Building (except such as serve exclusively an individual flat in the Building and except such as belong to any utility supply authority or company); and

(c) the Common Parts;

[(d) the parking spaces in the Building not demised or allocated to any individual tenant]

5.4 Lighting and cleaning of Common Parts

Subject to Clause 5.5 (*Landlord's Protection Provisions*) and to Clause 5.3 (*Repair redecorate renew structure*) and so far as practicable to keep the Common Parts of the Building adequately cleaned and lighted.

5.5 Landlord's Protection Provisions

5.5.1 The Landlord shall not be liable to the Leaseholder for any failure in or interruption of the services referred to in Clause 5.3 (*Repair redecorate renew structure*) or Clause 5.4 (*Lighting and cleaning of Common Parts*) not attributable to its neglect or default.

5.5.2 The Landlord may add to, diminish, modify or alter any service referred to in Clause 5.3 (*Repair redecorate renew structure*) or Clause 5.4 (*Lighting and cleaning of Common Parts*) if by reason of any change of circumstances during the Term such addition, diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interests of good estate management or for the benefit of the occupiers of the Building.

5.6 Lettings of other flats

That every lease or tenancy of any flat in the Building granted after the date of this Lease by the Landlord shall contain covenants to be observed by the tenant of that flat similar to those set out in Schedule 2 (*Mutual Covenants*) and (save in the case of any flat which may be let at a rent on a periodic basis) shall be substantially in the same form as this Lease.

5.7 Enforce covenants in other leases

If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other flats in the Building so far as they affect the Premises provided that the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement.

5.8 Pre-emption obligations

That the Landlord will promptly in response to a request from the Leaseholder provide a certificate confirming where applicable that for the purposes of the restriction contained in Clause 3.19.4 the provisions of Clause 3.19 (*Pre-emption provisions*) have either been complied with or do not apply to the disposition.

5.9 **Cesser of Liability in respect of covenants**

A party who was formerly the Landlord is to cease to be liable to perform and observe the covenants and conditions on the part of the Landlord contained in this Lease at and from the date of an assignment of the immediate reversion to this Lease.

6 **PROVISOS**

The parties agree the following provisos.

6.1 **Proviso for re-entry**

6.1.1 This Clause 6.1 (*Proviso for re-entry*) shall apply where:

- (a) the Specified Rent shall be unpaid for 21 days after becoming payable (whether formally demanded or not); or
- (b) if any covenant on the part of the Leaseholder shall not be performed or observed

6.1.2 Subject to the Landlord obtaining any court order required the Landlord may at any time re-enter the Premises or any part of them and terminate this Lease.

6.1.3 Clause 6.1.2 does not affect any right of action or remedy of the Landlord in respect of any earlier breach of any of the Leaseholder's covenants or the conditions contained in this Lease provided that (without prejudice to the Landlord's rights under this Lease):

- (a) The Landlord shall give notice to the Mortgagee or any mortgagee of the Leaseholder of whom the Landlord has received notice pursuant to Clause 3.20 (*Register disposals*) (as the case may be) before commencing any proceedings for forfeiture of this Lease or proceedings for possession of the Premises; and
- (b) If within a period of 28 days (or within such other period specified in the Landlord's notice as the notice period, if longer) the Mortgagee or such mortgagee of the leaseholder of whom the Landlord has received notice (as the case may be) indicates in writing to the Landlord that it wishes to remedy such breach, and/or is going to take such action as may be necessary to resolve the problem complained of by the Landlord, the Landlord shall allow 28 days (or such longer time as may be reasonable in view of the nature and extent of the breach) to remedy such breach and take the action necessary to resolve such problem.

6.2 **Limitation of Landlord's Liability**

The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee, servant or licensee of the Leaseholder through any defect in any fixture, tank, Service Media, staircase, machinery, apparatus or thing in the Building or through the neglect, default or misconduct of any servant employed by the Landlord acting outside the Landlord's instruction in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any tank, boiler or Service Media in the Building except insofar as any such liability may be covered by insurance effected by the Landlord.

6.3 Landlord's power to deal with other Property

Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land, buildings or premises adjoining or near to the Building and to erect, rebuild or heighten on such other land or premises any buildings whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the Term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises.

6.4 Power to alter Common Parts

The Landlord shall have power at its discretion to alter the arrangement of the Common Parts provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before.

6.5 [Heating and Hot Water Supply]

At all times during the Term the Landlord shall use its best endeavours

6.5.1 to maintain a reasonable and adequate constant supply of hot water for domestic purposes to the Premises at all times;

6.5.2 to keep the Premises sufficiently and adequately heated between reasonable dates and hours to be determined by the Landlord.]

6.6 Party walls

Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially.

6.7 Suspension of rent in case of insured damage

If the whole or any part of the Premises (or the Common Parts necessary for access to it) are destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the Specified Rent or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use.

6.8 Frustration clause

6.8.1 Subject to Clause 6.8.2, in the event of the repair, rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Landlord the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord paying to the Leaseholder a sum equal to the Acquired Percentage of any insurance monies received by the Landlord in respect of the Premises.

6.8.2 If at the time of such frustration (i) there is any Loan outstanding to a Mortgagee of the Premises and (ii) the Unacquired Percentage is greater than nil then the consideration for such surrender shall be the amount referred to in Clause 6.8.1 plus the Mortgage Protection Claim (calculated on the basis that paragraph (h) in the definition of "Loss" in Schedule 9 (*Defined Terms*) is the amount referred to in Clause 6.8.1).

- 6.8.3 Any overpayment of insurance monies shall be a debt due from the Leaseholder to the Landlord and shall be payable on demand.
- 6.9 **Expert determination**
- 6.9.1 In this Lease, where any issue is required to be dealt with by, or submitted for the determination of, an independent expert, the following provisions of this Clause 6.8 (*Expert determination*) are to apply but, in case of conflict with other provisions specifically relating to expert determination elsewhere in this Lease, those other provisions are to prevail to the extent of the conflict.
- 6.9.2 The expert is to be appointed by the parties jointly, or if they cannot or do not agree on the appointment, appointed by whichever of the following is appropriate:
- (a) the president from time to time of the Royal Institution of Chartered Surveyors; or
 - (b) the president from time to time of the Institute of Chartered Accountants in England and Wales,
- or in either case the duly appointed deputy of the president, or other person authorised by him to make appointments on his behalf.
- 6.9.3 The person so appointed is to:
- (a) act as an expert, and not as an arbitrator; and
 - (b) must afford the parties the opportunity within such a reasonable time limit as he may stipulate to make representations to him (accompanied by professional valuations, reports or other appropriate evidence in the relevant circumstances) and permit each party to make submissions on the representations of the other.
- 6.9.4 Neither the Landlord nor the Leaseholder may without the consent of the other disclose to the expert correspondence or other evidence to which the privilege of non-production ("without prejudice") properly attaches.
- 6.9.5 The fees and expenses of the expert, including the cost of his nomination, are to be borne as the expert may direct (but in the absence of such a direction, by the parties in equal shares), but (unless they otherwise agree) the parties shall bear their own costs with respect to the determination of the issue by the expert.
- 6.9.6 One party may pay the costs required to be borne by another party if they remain unpaid for more than 21 days after they become due and then recover these and any incidental expenses incurred from the other party on demand.
- 6.9.7 If the expert refuses to act, becomes incapable of acting or dies, the Landlord or the Leaseholder may request the appointment of another expert in his stead under Clause 6.8.2.
- 6.9.8 The determination of the independent expert, except in case of manifest error, is to be binding on the Landlord and the Leaseholder.

7 SERVICE CHARGE PROVISIONS

7.1 Covenant to pay

The Leaseholder covenants with the Landlord to pay the Service Charge during the Term by equal payments in advance at the same time and in the same manner in which the Specified Rent is payable under this Lease.

7.2 When calculated

The Service Provision in respect of any Account Year shall be calculated before the beginning of the Account Year and shall be calculated in accordance with Clause 7.3 (*How calculated*).

7.3 How calculated

The Service Provision shall consist of a sum comprising the expenditure estimated by the Authorised Person as likely to be incurred in the Account Year by the Landlord for the matters specified in Clause 7.4 (*Service Provision*) together with:

- (a) an appropriate amount as a reserve for or towards the matters specified in Clause 7.4 (*Service Provision*) as are likely to give rise to expenditure after such 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 limitation) such matters as the decoration of the exterior of the Building (the said amount to be calculated in a manner which will ensure as far as is reasonably possible that the Service Provision shall not fluctuate unduly from year to year); but
- (b) reduced by any unexpended reserve already made pursuant to Clause 7.3(a).

7.4 Service Provision

The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair, management, maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing):

- (a) the costs of and incidental to the performance of the Landlord's covenants contained in Clause 5.2 (*Insure*) and Clause 5.3 (*Repair redecorate renew structure*) and Clause 5.4 (*Lighting and cleaning of Common Parts*);
- (b) the costs of and incidental to compliance by the Landlord with every notice, regulation or order of any competent local or other authority in respect of the Building (which shall include compliance with all relevant statutory requirements);
- (c) all reasonable fees, charges and expenses payable to the Authorised Person any solicitor, accountant, surveyor, valuer, architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Building including the computation and collection of rent (but not including fees, charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be

- undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work;
- (d) any Outgoings assessed, charged, imposed or payable on or in respect of the whole of the Building or in the whole or any part of the Common Parts; and
 - (e) any administrative charges incurred by or on behalf of the Landlord including but not limited to:
 - (i) the grant of approvals under this Lease or applications for such approvals;
 - (ii) the provision of information or documents by or on behalf of the Landlord;
 - (iii) costs arising from non-payment of a sum due to the Landlord; and/or
 - (iv) costs arising in connection with a breach (or alleged breach) of this Lease.
 - (f) any interest paid or other costs incurred on money borrowed by the Landlord to repay any expenses incurred in connection with the repair management maintenance and provision of services for the Building
 - (g) repairing maintaining managing and renewing any part of the Building including the Common Parts **[and car parking area]** and keeping the same adequately cleaned and lighted
 - (h) renewing maintaining and repairing all access systems and controls to the Building
 - (i) the cost of repairing maintaining and renewing all fire fighting equipment and complying with the reasonable requirements of the fire officer or the insurers
 - (j) **[the cost of repairing maintaining and renewing the bin stores and all equipment reasonably required for the collection storage and removal of refuse]**
 - (k) the cost of providing appropriate furniture and equipment in the Common Parts
 - (l) if individual occupiers are not separately assessed or charged for the same the cost of supplying water and drainage services
 - (m) **[the cost of supplying heating and hot water services and the cost of repairing maintaining and renewing the heating and hot water systems]**
 - (n) the cost of maintaining repairing and replacing any communal television aerial
 - (o) the cost of providing operating maintaining renewing and replacing any CCTV system or any reasonably equivalent security device
 - (p) any contribution paid towards the cost of repairing or maintaining any area or facility used in common with others
 - (q) the cost of inspecting repairing maintaining cleaning replacing and renewing any drains, sewers, pipes, wires and cables and other services and facilities which serve the Premises in common with the Building

- (r) the cost of providing such staff for the servicing management and security of the Building as the Landlord shall reasonably consider necessary including the cost of benefits in kind and the rent or (where no rent is payable by the Landlord) a notional rent (not exceeding current market rent) for any premises provided rent free for such person's residence
- (s) insuring against liability to anyone entering the Common Parts and
- (t) insuring against employers liability in connection with the Building (including the acts neglect or default of the Landlord its servants or agents)

7.5 **Adjustment to actual expenditure**

As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in Clause 7.3 (*How calculated*) 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 be allowed or (as the case may be) shall pay immediately following receipt of the certificate the Specified Proportion of the excess or the deficiency.

7.6 **Landlord to contribute to reserve in respect of unlet parts**

The Landlord will for the period that any flats in the Building are not let on terms making the tenant liable to pay a service charge corresponding to the Service Charge payable under this Lease provide in respect of all such flats a sum equal to the total that would be payable by the tenants of such flats by way of contribution to the reserve referred to in Clause 7.3(a) and the said reserve shall be calculated accordingly.

7.7 **Declaration re Landlord and Tenant Act 1985**

The parties agree that that the provisions of sections 18 to 30B of the Landlord and Tenant Act 1985 and of Part V of the Landlord and Tenant Act 1987 all of which regulate service charges shall apply to the provisions of this Lease.

7.8 **[Change of Specified Proportion]**

7.8:1 *If in the reasonable opinion of the Authorised Person it shall at any time be necessary or equitable to do so the Landlord may vary the Specified Proportion*

7.8:2 *The Specified Proportion increased or decreased in accordance with clause 7.8.1 above shall be endorsed on this Lease and shall throughout be substituted for the Specified Proportion set out in the particulars of this Lease]*

8 **MORTGAGE PROTECTION**

- 8.1 If a Mortgagee enforces its security in respect of the Loan then (subject to the other provisions of this Clause 8 (*Mortgage protection*)) the Mortgagee is entitled to deduct the amount of the Mortgagee Protection Claim from monies that would otherwise be paid to the Landlord as the price for the Final Staircasing. There is no obligation on a Mortgagee to accomplish Final Staircasing.

8.2 The deduction under Clause 8.1 is conditional upon the Mortgagee agreeing simultaneously with the deduction under Clause 8.1 that upon such deduction or, if later, promptly upon the Mortgagee recovering the whole of its Loss, the Mortgagee shall assign to the Landlord any guarantees, insurance policies and any other collateral security given to the Mortgagee or secured by the Mortgagee in respect of the Loan together with all other rights to enforce the same and all sums payable under them.

8.3 A claim may only be made to the extent:

- (a) the Mortgagee has made a Loss; and
- (b) the Mortgagee has obtained the Landlord's consent to the terms of each and every Loan; and
- (c) the disposal of the Leaseholder's interest in the Premises was made on an arm's length basis at the best price reasonably obtainable in the market at the time of sale. For the purpose of this Clause 8.3(c) the onus of proof is on the Landlord to show the sale was at an undervalue; and
- (d) the Leaseholder has not, prior to any default occurring under the Loan, accomplished Final Staircasing.

8.4 When applying for the Landlord's consent under Clause 8.3(b) the Mortgagee must provide full details of the terms of the proposed Loan. The Landlord must respond promptly to any request for consent and give its decision within 28 days. If such consent is given it must be given in writing, and must be retained by the Mortgagee. In addition such consent shall be deemed to be given in the event that the Landlord receives any amounts advanced by the Mortgagee which are applied in protecting, preserving or enforcing its security over this Lease (including any amounts advanced by the Mortgagee and applied in discharging any arrears of rent and/or Service Charge under this Lease).

8.5 If the Landlord makes a payment to the Mortgagee or a deduction is made by the Mortgagee the Landlord shall be entitled to claim against the Leaseholder for any such amount together with interest on such sum calculated in accordance with the provisions of Clause 3.2 (*Interest*).

8.6 The Leaseholder hereby authorises:

- (a) the Landlord to disclose to any Mortgagee of the Leaseholder from time to time personal information relating to the Leaseholder or to the provisions of this Lease (including details of any rent or service charge arrears); and
- (b) any Mortgagee from time to time of the Leaseholder to disclose to the Landlord such information as the Landlord may request regarding the Leaseholder and the Loan (including details of any arrears).

9 NOTICES

For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address at which any notices (including notices in any proceedings) may be served on the Landlord by the Leaseholder is (until the Leaseholder is notified to the contrary) as follows. A notice to be served under this Lease shall be served in writing and shall be

properly served if served upon the Landlord at its registered office and/or upon the Leaseholder at the Premises and shall be deemed to have been made or delivered if left at such address or two days after being posted postage prepaid and by first class recorded delivery in an envelope addressed to them at such address.

10 **LANDLORD AND TENANT (COVENANTS) ACT 1995 DECLARATION**

For the purposes of the Landlord and Tenant (Covenants) Act 1995 the covenants on the part of the Landlord and on the part of the Leaseholder under this Lease are not personal covenants.

11 **VALUE ADDED TAX**

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

12 **[STAMP DUTY CERTIFICATE AS SHARED OWNERSHIP]**

For the purposes of paragraph 4 of schedule 9 of the Finance Act 2003 the Landlord and the Leaseholder confirm that the premium obtainable on the open market for the Premises (by reference to which the Premium is calculated) is the Initial Market Value and the minimum rent payable is the Minimum Rent and that the Leaseholder intends stamp duty land tax to be charged in accordance with the said paragraph 4 of schedule 9 by reference to the Initial Market Value and the Minimum Rent.

Delivered as a deed on the date of this document.

Schedule 1
The Premises

- 1 Plot number [●] or the [] floor of the Building which is shown edged red on the **[Plan(s)]** and is known as **[Flat] [Apartment] [●]**
- 2 The Premises include:
- (a) the inside and outside of the windows and other lights and the frames, glass, equipment and fittings relating to windows and lights of the Premises;
 - (b) the doors, door frames, equipment, fittings and any glass relating to the doors of the Premises;
 - (c) the internal plaster or other surfaces of load bearing walls and columns within the Premises and of walls which form boundaries of the Premises;
 - (d) non-load bearing walls completely within the Premises;
 - (e) the flooring, raised floors and floor screeds down to the joists or other structural parts supporting the flooring of the Premises;
 - (f) the plaster or other surfaces of the ceilings and false ceilings within the Premises and the voids between the ceilings and false ceilings;
 - (g) the Service Media within and exclusively serving the Premises; and
 - (h) appurtenances, fixtures, fittings and rights granted by this Lease,
and improvements and additions made to, and fixtures, fittings and appurtenances in, the Premises.
 - (i) balcony
- 3 The Premises do not include:
- (a) the load bearing framework and all other structural parts of the Building;
 - (b) the roof, foundations, joists and external walls of the Building; and
 - (c) Service Media and machinery and plant within (but not exclusively serving) the Premises
- [(d) the structure and railings of the balcony (if any).]**

Schedule 2

Mutual Covenants

- 1 **NOT TO USE THE PREMISES NOR PERMIT THE PREMISES TO BE USED FOR:**
 - (e) any purpose other than as a private residence in single occupation only; or
 - (f) any purpose from which a nuisance can arise to the owners, lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood.
- 2 Not to do or permit to be done by any members of the Leaseholder's household or visitors any act or thing which may:
 - (g) render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable;
 - (h) cause or permit to be caused nuisance, annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors to the neighbourhood;
 - (i) result in any form of harassment or intimidation of any other person, including the Landlord's staff, contractors and agents; or
 - (j) result in the use of the Premises for any unlawful or immoral purpose.
- 3 Not to do or permit to be done anything which may cause obstruction in or interference with any of the Service Media in the Building.
- 4 Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains in the Building
- 5 No bird dog or other animal shall be kept in the Premises or the Building
- 6 No musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind shall be played or used and no singing shall be practised in the Premises so as to cause annoyance to the owner tenants and occupiers of any other flats in the Building ***[or so as to be audible outside the Premises] [or so as to be audible outside the Premises between the hours of eleven p.m. and eight a.m.]***
- 7 Not to use any balcony or roof terrace for any purpose other than quiet relaxation
- 8 Not to erect install or place on or at the Premises any external satellite dish aerial or other means of receiving satellite signals or any other external aerials
- 9 No trade profession nor any noisy or obnoxious activity or business shall be carried on upon the Premises or any part thereof
- 10 Not to store trade or business materials or produce in the Premises
- 11 Not to place or display outside the Premises or inside the Premises as to be visible from the outside any offensive poster notice advertisement name or sign
- 12 No shed outhouse wireless or advertisement board or hoarding or any other structure of any kind whether temporary or permanent shall be erected on the Premises or the Building

- 13 Not to sell or suffer to be sold any wines spirits or intoxicating liquors of any kind on the Premises or any part thereof nor to do or keep or suffer to be done or kept thereon any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Landlord or to the occupiers or owners of adjoining or neighbouring property or which may tend to lessen or depreciate the value of the Premises or the Building or other property in the neighbourhood
- 14 Not to hold or permit or cause to be held a sale by auction on the Premises
- 15 Not to obstruct the access of light or air to any building adjoining the Premises by erecting or altering any building or other structure on the Premises
- 16 Not to use any electrical device without an effective suppressor being fitted thereto
- 17 Not to leave any vehicle bicycle tricycle perambulator toy motor car or other object or thing on any part of the Common Parts so as to cause a nuisance annoyance or inconvenience to the owners and occupiers of the Building
- 18 Not to suffer or permit any mat carpet or similar articles to be shaken or beaten at any time out of the windows of the Building
- 19 Not to deposit any dust or rubbish anywhere in the Building other than in a refuse bin which shall be kept at all times in the space provided and nowhere else or by using the communal refuse facilities
- 20 Not to hang or expose or permit to be hung or exposed any washing or clothing or materials on any part of the Premises so as to be visible from the outside
- 21 At all times to keep tidy the appearance of all windows of the Premises and to keep the same suitably curtained and to clean the surfaces of the same at least once a month
- 22 Not to install or suffer to be installed any machinery on the Premises which shall be noisy or cause dangerous vibration or be a nuisance to the Landlord or the owners or lessees or occupiers of the nearby premises
- 23 Not to keep or bring in the Building any petrol oil liquid petroleum gas or other combustible dangerous or offensive substance or goods ***[except in so far as the same may be in the tanks of motor vehicles parked on any parking space allocated to the Premises]***
- 24
 - 24.1 To pay for all electricity and gas and all other services consumed in the Premises
 - 24.2 To comply with all requirements and regulations of the gas electricity water and telephone supply authorities concerning the service installations in the Premises
 - 24.3 Not to alter or extend the electrical installation or wiring and any gas installation and piping in the Premises
 - 24.4 Not to use any apparatus which overloads the electrical installation in the Premises and to ensure that the electrical installation and any gas installation is maintained in a safe condition
- 25 Not to overload the floors or structure of the Premises

- 26 Not to use or permit or suffer to be used any parts of the Common Parts consisting of open space and or amenity or play areas except for recreational purposes and in accordance with regulations made by the Landlord from time to time relating to the user of such areas
- 27 To maintain the boundary walls or fences marked 'T' (if any) on the Plan
- 28 To maintain and keep in good repair and order the garden or patio area (if any) forming part of the Premises
- 29 ***[29.1 Not to park or to suffer or permit to be parked upon the Parking Space any vehicle other than a private motor car or such other motor vehicle as may be first approved in writing by the Landlord acting in its absolute discretion***
- 29.2 Not to park or to permit or suffer any occupier of the Premises to park any motor vehicle on any other parking space in the Building save as may be allocated for use in connection with the Premises]***

Schedule 3

Easements, Rights and Privileges

- 1 THE RIGHT FOR THE LEASEHOLDER AND ALL PERSONS AUTHORISED BY THE LEASEHOLDER (IN COMMON WITH ALL OTHER PERSONS ENTITLED TO THE LIKE RIGHT) AT ALL TIMES TO USE THE COMMON PARTS FOR ALL PURPOSES INCIDENTAL TO THE OCCUPATION AND ENJOYMENT OF THE PREMISES (BUT NOT FURTHER OR OTHERWISE).
- 2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Building.
- 3 The free and uninterrupted passage and running of water, steam, soil, air, gas, electricity and telephone communications from and to the Premises through the Service Media which now are or may at any time during the Term be in, under or passing through the Building or any part of it.
- 4 The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building:
 - (a) for the purpose of repairing, cleansing, maintaining or renewing any Service Media; or
 - (b) for the purpose of repairing, maintaining, renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises,causing as little disturbance as possible and making good any damage caused.
- 5 The right to connect a television set in the Premises with any communal aerial system provided in the Building for the time being
- 6 ***[An exclusive right to park a single private motor car in the Parking Space provided that the Landlord may temporarily close such for repairs maintenance or other works]***

Schedule 4

Exceptions and Reservations

There are excepted and reserved out of this Lease to the Landlord and the lessees of the other premises comprised in the Building:

- (a) easements rights and privileges over along and through the Premises equivalent to those set forth in Schedule 3 (*Easements, Rights and Privileges*) paragraph 2, paragraph 3 and paragraph 4.
- (b) the right for the Landlord 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) All easements or rights of light and air or other easements or rights which (but for these present reservations) would restrict or interfere with the free use of any adjoining or neighbouring land and premises now or formerly within the ownership of the Landlord or subsequently acquired or amalgamated therewith for building or any other purposes and the Leaseholder shall not become entitled to any such easements or rights in respect of the Premises.

Schedule 5
Rent Review

1 Definitions

In this Schedule 5 (*Rent Review*):

"A" means the monthly figure shown in the Index published for the Relevant Month in the year of the immediately preceding Relevant Review Date or (if none) in the year of the date of the Commencement Date.

"B" means the monthly figure shown in the edition of the Index for the Relevant Month in the year of the Relevant Review Date.

"Index" means the all items retail prices index published by the Office for National Statistics.

"Relevant Month" means *[the calendar month which is two calendar months before the]* Relevant Review Date

2 Gross Rent review

With effect from each Review Date the Gross Rent for the purposes of this Lease shall be the reviewed Gross Rent (as agreed or determined in accordance with this Schedule 5 (*Rent Review*)).

3 Upwards only rent review

(a) The reviewed Gross Rent is to be the greater of:

(i) the Gross Rent under this Lease immediately preceding the Relevant Review Date x 1.005; and

(ii) (the Gross Rent under this Lease immediately preceding the Relevant Review Date x $\left(\frac{B}{A}\right)$ x 1.005.

(b) If the Index is re-based after A is published, but before B is published, then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

(c) If the Index ceases to be published then there shall be substituted in the calculation in paragraph 3(a)(ii) such other index as the Landlord shall (acting reasonably) determine as being a generally respected measure of the general increase in retail prices.

(d) If, because of any change after the date of this Lease in the method used to compile the Index or for any other reason it becomes impossible or impracticable to calculate fairly the fraction referred to in paragraph 3(a)(ii) by reference to the Index, or if any dispute or question arises between the parties to this Lease with respect to any such calculation pursuant to paragraph 3(a)(ii) or with respect to the construction or effect of this provision, then such dispute or question shall (if it is not resolved within 3 months of the Relevant Review Date) be referred to an independent expert pursuant to Clause 6.9 (*Expert determination*).

4 **Specified Rent Review**

With effect from each Review Date the Specified Rent reserved under this Lease shall be reviewed to an amount equal to the Unacquired Percentage of the Gross Rent as at that Review Date as agreed or determined in accordance with the terms of this Schedule.

5 **Time**

Whilst the parties are encouraged to act promptly and reasonably in order to resolve disputes as soon as possible, in agreeing or determining the reviewed Gross Rent, the reviewed Specified Rent or in appointing an expert, no rights or obligations are extinguished by the passage of time.

6 **Rental Adjustments**

- (a) If the reviewed Specified Rent payable from a Review Date is not agreed or determined in accordance with the provisions of this Schedule 5 (*Rent Review*) before the Relevant Review Date, then until the reviewed Specified Rent has been so agreed or determined, the Leaseholder will continue to pay on account Specified Rent at the rate payable immediately before the Relevant Review Date.
- (b) Within 14 days after the time that the reviewed Specified Rent has been agreed or determined the Leaseholder will pay to the Landlord all arrears of the reviewed Specified Rent which have accrued in the meantime, with interest equal to the base rate of Barclays Bank PLC on each of the instalments of the arrears from the time that it would have become due if the reviewed rent had then been agreed or determined until payment becomes due from the Leaseholder to the Landlord under this paragraph 6(b).

7 **Notice of Review**

Immediately following each Review Date the Landlord shall serve written notice on the Leaseholder, substantially in the form set out in Appendix 2 specifying the amount of the reviewed Gross Rent and the amount of the Specified Rent then payable.

Schedule 6
Staircasing Provisions

1

- (a) At any time or times during the Term the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire. The provisions of this Schedule 6 (*Staircasing Provisions*) shall also be exercisable by any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3.20 (*Register disposals*).
- (b) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to paragraph 1(a) (upon which the price of acquisition will be based) within 14 days of receipt of the Leaseholder's notice (or, if later, within 14 days of the Valuer's appointment) and shall notify the Leaseholder of the amount of the Valuer's determination in writing within 7 days of receipt of the said determination.
- (c) At any time within 3 months of the Valuer's determination the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of paragraph 1(d).
- (d) The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage of Market Value (as agreed or determined under this Schedule 6 (*Staircasing Provisions*)) plus any unpaid sums under paragraph 1(e) and as from the date of such payment (a) the Portioned Percentage so acquired shall form part of the Acquired Percentage and (b) the Specified Rent payable under this Lease shall be a sum equal to the Unacquired Percentage of the Gross Rent.
- (e) On completion of the payment for a Portioned Percentage in addition to the sum or the price payable for the Portioned Percentage the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord under this Lease including any unpaid costs under paragraph 3. The Landlord and the Leaseholder shall, save as provided in paragraph 3 pay their own costs and expenses in connection with such payment or purchase.
- (f) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith execute and deliver to the other (to be attached to the original and counterpart of this Lease) a memorandum substantially in the form set out in Appendix 1 specifying the Portioned Percentage paid for and the Specified Rent then payable.
- (g) If the provisions of this Schedule 6 (*Staircasing Provisions*) are exercised by any mortgagee under paragraph 1(a) then provided that the Premises are being sold by the mortgagee on an arm's length basis at the best price reasonably obtainable at the time of sale:
 - (i) the Market Value shall be deemed to be the price at which the Premises are being sold by the mortgagee on the assumption that the Unacquired Percentage is nil;

- (ii) the relevant Portioned Percentage shall be calculated on the basis of that deemed Market Value; and
 - (iii) if so requested by the mortgagee, the Landlord shall co-operate with the mortgagee to ensure that there occurs simultaneously (A) the payment to the Landlord of the relevant Portioned Percentage under paragraph 1(d), (B) delivery by the Landlord to the mortgagee of the memorandum under paragraph 1(f), and (C) completion of the sale of the Premises by the mortgagee.
- 2 Upon payment of the sum referred to in paragraph 1(d) in circumstances where the Acquired Percentage has become 100%:
 - (a) the Specified Rent shall be reduced to the Minimum Rent; and
 - (b) the following provisions of this Lease shall no longer have effect:
 - (i) Definition of "Portioned Percentage", "Unacquired Percentage", and "Final Staircasing";
 - (ii) Clause 3.18.2;
 - (iii) Clause 8 (*Mortgage protection*);
 - (iv) Schedule 5 (*Rent Review*); and
 - (v) this Schedule 6 (*Staircasing Provisions*) (except this paragraph 2).
- 3 The costs of any determination by the Valuer pursuant to the provisions of this Schedule 6 (*Staircasing Provisions*) shall be paid by the Leaseholder to the Landlord on demand.
- 4 The parties agree that the decision of the Valuer shall be final and binding on the parties to this Lease.

Schedule 7

Assignment of whole to Nominated Purchasers

- 1 If the Landlord serves notice on the Leaseholder pursuant to Clause 3.19.2(a) the Leaseholder shall as soon as reasonably practicable make an offer to the Landlord's nominee on the terms mentioned in paragraph 2 and paragraph 3.
- 2 The Leaseholder's offer shall be an unconditional written offer to sell the Premises with vacant possession and free from encumbrances (except any which may affect the Premises at the time of the grant of this Lease) and to remain open for acceptance for a period of six weeks and to stipulate a completion date not earlier than four weeks after acceptance of the offer and otherwise the offer to be subject to current Law Society Standard Conditions of Sale.
- 3 The price at which such offer shall be made shall be the Acquired Percentage of the open market value of the Premises with vacant possession assessed as at the date of the Landlord's notice served under the provisions of Clause 3.19.2(a) in accordance with any relevant guidance notes on the valuation of land and buildings for the time being in force of the Royal Institution of Chartered Surveyors by an independent qualified valuer (acting as an expert) who is an associate or a fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers and whose appointment shall be agreed between the Landlord and the Leaseholder or failing agreement on the application of either party by the president for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on the Landlord and the Leaseholder but whose costs and expenses shall be borne by the Leaseholder.
- 4 If an offer is made to the Landlord's nominee pursuant to paragraph 2 and paragraph 3 and is refused or the said nominee does not accept the offer within the six week period specified in paragraph 2 or does not enter into a binding contract for purchase within the four week period specified in paragraph 2 then the Leaseholder may assign the whole of the Premises subject to exchange of contracts (or completion where there is no prior exchange of contracts) for the assignment taking place within 12 months of the date of the Leaseholder's offer made pursuant to paragraph 2 and paragraph 3 provided that if no exchange of contracts is effected within such 12 month period and the Leaseholder wishes to assign the whole of the Premises the procedure set out in Clause 3.19.2 and Clause 3.19.3 shall be repeated.

Schedule 8

Surrender by Leaseholder (Pre-emption)

- a. If the Landlord serves notice on the Leaseholder pursuant to Clause 3.19.2(b) completion of the surrender to the Landlord shall take place and vacant possession shall be given on a date agreed between the Landlord and the Leaseholder but failing agreement on the date four weeks from the date the Payment Sum is determined.
- b. The Landlord shall be entitled to deduct from the Payment Sum such sums as may be due and owing at the date of surrender in respect of arrears of rents and other sums due under this Lease.
- c. If before the date of surrender of this Lease the Landlord has received notice pursuant to Clause 3.20 (*Register disposals*) of a mortgage or charge of this Lease:
 - i. the Landlord shall (and the Leaseholder irrevocably requests and directs the Landlord to do so) pay the Payment Sum less the deductions referred to in paragraph 2 (or (if less) such sufficient part thereof as is necessary to discharge the said mortgage or charge) to the mortgagee or chargee named in the said notice upon trust for the Leaseholder;
 - ii. the receipt of the said mortgagee or chargee shall absolutely discharge the Landlord from its obligations under this Schedule 8 (*Surrender by Leaseholder (Pre-emption)*);
 - iii. the Landlord and the Leaseholder agree that completion of the surrender cannot take place until the Payment Sum (or such part as is sufficient to discharge the said mortgage or legal charge) is paid to the mortgagee or chargee to the intent that the security afforded to the mortgagee or chargee by this Lease shall not lapse until the Payment Sum or a sufficient part of it as is necessary to discharge the said mortgage or charge is paid to the mortgagee; and
 - iv. if at the time of such surrender under this Schedule 8 (*Surrender by Leaseholder (Pre-emption)*) (i) there is any Loan outstanding to a Mortgagee of the Premises and (ii) the Unacquired Percentage is greater than nil then the consideration for such surrender shall be the Payment Sum plus the Mortgage Protection Claim (calculated on the basis that paragraph (h) in the definition of "Loss" is the Payment Sum in Schedule 9 (*Defined Terms*)).
- d. Save as otherwise provided any costs incurred by either party pursuant to the provisions of this Schedule 8 (*Surrender by Leaseholder (Pre-emption)*) shall be borne by that party.

Schedule 9

Defined Terms

In this Lease:

"Account Year" means a year ending on 31 March.

"Acquired Percentage" means the percentage figure equal to the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Schedule 6 (*Staircasing Provisions*).

"Authorised Person" means the individual nominated by the Landlord to estimate expenditure in relation to the Service provision in accordance with Clause 7.3 (*How calculated*).

"Building" means the building of which the Premises form part and each and every part of the Building **[and the car park, service or loading area, service road]** and any other areas the use and enjoyment of which is appurtenant to the Building, whether or not within the structure of the Building.

"Common Parts" means those parts of the Building (whether or not within the structure of the Building) to be used in common by any of the Leaseholder, other tenants and occupiers of the Building, the Landlord, and those properly authorised or permitted by them to do so, and "Common Parts" includes (but without limitation) the **[atrium and entrance hall, corridors, lobbies, staircases, lavatories, access ways, passages, lifts, escalators, turntables, courtyards, external pavements, car park, and its ramp, service and loading areas, service road, gardens]** and other such amenities, but excluding any such parts as may be within the Premises.

"Default" means:

- (a) the existence of arrears of at least 3 months' payments in respect of the Loan;
or
- (b) any other breach by the Leaseholder of the terms applicable to the Loan.

"Enforcement Date" means the date on which the Mortgagee commences its enforcement of any of the security for the Loan by reason of a Default.

"Final Staircasing" means the purchase by the Leaseholder from the Landlord of such Portioned Percentage that reduces the Unacquired Percentage to nil.

"Landlord" includes all persons from time to time entitled to the immediate reversion to this Lease.

"Lease" includes any documents supplemental to this lease.

"Leaseholder" includes the Leaseholder's successors in title and assigns in whom this Lease may for the time being be vested.

"Loan" means the loans made by the Mortgagee to the Leaseholder (after first obtaining the Landlord's written consent to each and all such loans) and which loans are secured by a valid and binding first ranking mortgage over the Premises. For the purposes of this definition repayments of capital shall not reduce the Loan.

"Loss" means the amount by which the aggregate of:

- (a) a sum representing the Loan advanced for the purchase of the Initial Percentage share in the Premises;
- (b) the Loan made (if any) to accomplish Final Staircasing in the Premises as part of the enforcement process or as a result of further Loan being made;
- (c) Loans for other sums in relation to the Premises or any other purpose;
- (d) interest accruing at the rate applicable to the Loan;
- (e) costs incurred in relation to the enforcement of the Loan or any security for it (including advances to cover arrears of rent and service charges) provided that costs of actual disposal shall not exceed 3% of Market Value at the time;
- (f) costs incurred in relation to the protection or preservation of the Loan or any security for it; and
- (g) any other sums due to the Mortgagee in respect of the Loan made to the Leaseholder,

(less any repayments which have been made), exceeds the aggregate of:

- (h) the gross sale proceeds to be received from a disposal (including a surrender) of the Leaseholders interest in the Premises; and
- (i) all amounts (if any) received by the Mortgagee as a result of the enforcement by the Mortgagee of all (if any) security which the Mortgagee may have including, without limitation, all security, guarantees and insurance policies given to the Mortgagee.

"Market Value" shall at the date of this Lease mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing seller upon the terms and conditions contained in this Lease and on the assumption that the Unacquired Percentage is nil and disregarding the following matters:

- (a) any mortgage of the Leaseholder's interest;
- (b) any interest in or right over the Premises created by the Leaseholder;
- (c) any improvement made by the Leaseholder or any predecessor in title of his; and
- (d) any failure by the Leaseholder or any predecessor in title to carry out the obligations contained in Clause 3.4 (*Repair*) and Clause 3.5 (*Decoration*);

"Minimum Rent" means the sum of £_____] as reviewed in accordance with Schedule 10

[INSERT GROUND RENTS APPROVED BY STEERING GROUP ONLY (FOR AVOIDANCE OF DOUBT NO ADDITIONAL RENTS ABOVE SUCH GROUNDRENTS TO BE CHARGED TO ORIGINAL LEASEHOLDER)].

"Mortgagee" means a lender who shall have made available to the Leaseholder a Loan (which expression includes its successors and assigns and also any persons for whom the Mortgagee is acting as agent or trustee).

"Mortgagee Protection Claim" means the Loss capped at a maximum of the aggregate of:

- (a) an amount equivalent to interest on the Loan for a period of 18 months from the Enforcement Date at the interest rate applicable to the Loan immediately before the Enforcement Date
- (b) the Loan;
- (c) any amounts advanced by the Mortgagee and applied in discharging any arrears of rent and/or Service Charge under this Lease; and
- (d) any costs and fees incurred in enforcing the Mortgagee's security for the Loan (capped at 3% of Market Value at the time of such enforcement).

"Original Leaseholder" means [INSERT NAME OF FIRST PURCHASER].

"Outgoings" means (in relation to the Premises) all existing and future rates, taxes, charges, assessments, impositions and outgoings whatsoever (whether parliamentary or local) which are now or may at any time be payable, charged or assessed on property, or the owner or occupier of property.

"the Parking Space" means the parking space allocated by the Landlord from time to time at the date of this Lease being that shown edged in green on the Plan

"Particulars" means the Particulars set out in this Lease.

"Payment Sum" means the sum equal to a the Acquired Percentage of the Market Value of the Premises as at a date no more than eight weeks prior to either the date of exchange of contracts for the assignment or the date of surrender of this Lease (as the case may be) assessed by a Valuer on the instruction of the Leaseholder provided that in assessing the Market Value the Valuer shall not disregard the matters referred to in paragraph (c) and paragraph (d) of the definition of "Market Value".

"the Plans" means the plans annexed to this Lease

"Portioned Percentage" means at any relevant time (including for the avoidance of doubt on the Final Staircasing) the percentage interest in the Premises which the Leaseholder proposes to acquire (or has already acquired) under the provisions of Schedule 6 (*Staircasing Provisions*), being a portion of the then Market Value of the Premises up to a maximum of 100%, each Portioned Percentage being at least 10%, and so that the Portioned Percentage which accomplishes Final Staircasing shall be at least 10%.

"Pre-emption Period" means the period commencing on the Commencement Date and ending 21 years from and including the date of Final Staircasing.

"Premises" means the premises described in Schedule 1 (*The Premises*).

"Service Media" means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires, mains, electrical risers, aerials and any other conducting media.

"Service Charge" means the Specified Proportion of the Service Provision.

"Service Provision" means the sum calculated in accordance with Clause 7.3 (*How calculated*), Clause 7.4 (*Service Provision*) and Clause 7.5 (*Adjustment to actual expenditure*).

"Standard Conditions of Sale" means the Standard Conditions of Sale (Fourth Edition).

"Term" means the term of [] years from and including the Commencement Date.

"Unacquired Percentage" shall mean the percentage figure equal to 100% less the Acquired Percentage.

"Valuer" means an independent expert who is an associate or fellow of the Royal Institution of Chartered Surveyors agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the president of the Royal Institution of Chartered Surveyors.

"Valuer's Certificate" means a written certificate from an associate or fellow of the Royal Institution of Chartered Surveyors confirming the amount of the Payment Sum.

Schedule 10

Minimum Rent Review

Definitions

1 In this Schedule 10:

"Relevant Percentage" the percentage, calculated using the formula:

$$100 \times (A-B) \div B$$

where:

A is the Review Index Value

B is the Review Base Value

provided that if the Relevant Percentage is less than zero, the Relevant Percentage will be deemed to be zero.

"Review Base Value" on the first Review Date, the Base Index Value and, on each subsequent Review Date, the Review Index Value for the previous Review Date

"Base Index Value" the Index figure published for the calendar month preceding the commencement of the term of this Lease

"Index" the "all items" CPI Index maintained by the Office of National Statistics or, where such index ceases to be published (or where the Parties otherwise agree), such replacement index as may be agreed by the Landlord and Tenant from time to time

"Review Date" means each tenth anniversary of the date hereof

"Revised Index" such alternative index or comparable measure of price inflation as the Landlord reasonably requires or, at the Landlord's option, such adjustments to the Base Index Value, the Review Base Value or the Review Index Value as the Landlord reasonably requires to take account of any change in the base figure used to calculate the Index

"Review Index Value" the Index figure published for the calendar month preceding the relevant Review Date

2 Minimum Rent review

With effect from each Review Date the Minimum Rent for the purposes of this Lease shall be the reviewed Minimum Rent (as agreed or determined in accordance with this Schedule).

3 Minimum Rent review mechanism

(a) The reviewed Minimum Rent is to be increased by the Relevant Percentage.

(b) If the Index is re-based after A is published, but before B is published, then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.

(c) If the Index ceases to be published then there shall be substituted in the calculation in paragraph (a) the Revised Index.

(d) If, because of any change after the date of this Lease in the method used to compile the Index or for any other reason it becomes impossible or impracticable to calculate fairly the fraction referred to in paragraph (a) by reference to the Index or the Revised Index, or if any dispute or question arises between the parties to this Lease with respect to any such calculation pursuant to paragraph (a) or with respect to the construction or effect of this provision, then such dispute or question shall (if it is not resolved within 3 months of the Relevant Review Date) be referred to an independent chartered surveyor of not less than 10 years' standing experienced in the review of rents in respect of premises similar to and in the same locality as the Premises who will act as an expert in accordance with the Arbitration Act 1996.

4 Time

Whilst the parties are encouraged to act promptly and reasonably in order to resolve disputes as soon as possible, in agreeing or determining the reviewed Minimum Rent or in appointing an expert, no rights or obligations are extinguished by the passage of time.

5 Rental Adjustments

- (a) If the reviewed Minimum Rent payable from a Review Date is not agreed or determined in accordance with the provisions of this Schedule 10 (Minimum Rent Review) before the Relevant Review Date, then until the reviewed Minimum Rent has been so agreed or determined, the Leaseholder will continue to pay on account Minimum Rent at the rate payable immediately before the Relevant Review Date.
- (c) Within 14 days after the time that the reviewed Minimum Rent has been agreed or determined the Leaseholder will pay to the Landlord all arrears of the reviewed Minimum Rent which have accrued in the meantime, with interest equal to the base rate of Barclays Bank PLC on each of the instalments of the arrears from the time that it would have become due if the reviewed rent had then been agreed or determined until payment becomes due from the Leaseholder to the Landlord under this paragraph.

6 Notice of Review

Immediately following each Review Date the Landlord shall serve written notice on the Leaseholder, specifying the amount of the reviewed Minimum Rent payable.

EXECUTION PAGE

Executed as a Deed by affixing)
the COMMON SEAL of the LANDLORD)
in the presence of:-)

Authorised Signatory

Secretary

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

Witness Signature

Witness Name

Witness Address

Memorandum of Staircasing
(Number [●])

Premises :
Date of Lease :
Leaseholder :
Landlord :

THIS IS TO RECORD THE FOLLOWING:

On the day of 20 on the payment of £[●] (the "Premium") being [●] % of the Market Value of the Premises as assessed by the Valuer on the 20 the Leaseholder purchased a Portioned Percentage of [●] %.

The total share in the Premises now owned by the Leaseholder is [●] %

The Specified Rent (the rent payable) as from the day of 20 (date of payment of the Premium) is £[●] per annum (subject to review).

Signed by the Leaseholder/for and on behalf of the Landlord.

Example of Notice of Rent Increase

To: Leaseholder

[insert details of the Premises] ("the Premises")

The next Rent Review Date under your shared ownership lease of the Premises is [●] [20]. The rent which you currently pay is [●] per month.

The rent which you must pay on and after [●] [20] is [●] per month.

The new figure of [●] per month is calculated as follows:

- RPI Index for [●] [20] was [●] (this was the Index on which the rent review in [●] [20] was based);
- The Gross Rent fixed at the rent review in [●] [20] was [●] per month;
- RPI Index for [●] [20] is [●] (this is the Index on which the rent review in [●] [20] is being based);
- The reviewed Gross Rent as at [●] [20] is therefore [●] per month

[●]

(being $[\pounds \bullet] \times \frac{[\bullet]}{[\bullet]} \times 1.005$)

But because your share of the Premises is currently [●%] and our share is [●%], the rent which you must actually pay is only [●%] of $[\pounds \bullet]$, which is the sum of $[\pounds \bullet]$ per month.

WORKED EXAMPLE:

The notice set out below would have been given in relation to a rent review in November 2008 in the following circumstances:

- The Lease had Rent Review Dates on 30 November in 2007 and 2008;
- As at November 2008, the Leaseholder's share in the Premises was 45%;
- The Gross Rent in November 2007 had been £100 per month (based on the RPI in September 2007), and so the actual rent payable would have been £55 per month (being 55% of £100).
- The RPI was 208.0 in September 2007, and 218.4 in September 2008.

The next Rent Review Date under your shared ownership lease of the Premises is [30 November 2008]. The rent which you currently pay is [$\pounds 55.00$] per month.

The rent which you must pay on and after [30 November 2008] is [$\pounds 58.04$] per month.

The figure of [$\pounds 58.04$] per month is calculated as follows:

- RPI Index for [September 2007] was [208.0] (this was the Index on which the rent review in [November 2007] was based);
- The Gross Rent fixed at the rent review in November 2007 was [$\pounds 100.00$] per month;
- RPI Index for [September 2008] is [218.4] (this is the Index on which the rent review in [November 2008] is being based);
- The reviewed Gross Rent as at [30 November 2008] is therefore [$\pounds 105.52$] per month (being $(\pounds 100 \times \frac{218.4}{208.0}) \times 1.005$)

But because your share of the Premises is currently [45%] and our share is [55%], the rent which you must actually pay is only [55%] of [$\pounds 105.52$], which is the sum of [$\pounds 58.04$] per month.

Appendix 3

Key Information for Shared Owners

This note is intended as a brief guide for Leaseholders (i.e. shared owners) of the key provisions of the Shared Ownership Lease.

All Leaseholders should carefully consider the terms of this note and the attached lease and discuss any issues that arise with his or her solicitor before entering into the lease.

7 HOW DOES SHARED OWNERSHIP WORK?

Under a shared ownership lease, the Leaseholder buys a 'share' of the property and pays rent on the remaining share of the property (which remains in the ownership of the Landlord).

The Leaseholder can buy further shares in the property (at the market value of those shares at the time of purchase), until he or she owns 100%. Buying further shares is referred to as 'staircasing'.

As the Leaseholder buys further shares, the rent will be reduced proportionately to reflect the fact that the Landlord's interest in the property has reduced.

8 STANDARD LEASE OBLIGATIONS

Although initially the property is not owned outright, the Leaseholder does have the normal responsibilities of a full owner. This means, for example, that the Leaseholder will be obliged to pay 100% of the outgoings relating to the property and to keep the property in good and substantial repair and condition.

The lease also contains other 'standard' obligations on the Leaseholder. For example, the Leaseholder will:

- if applicable, need to contribute towards the costs incurred by the Landlord in providing services (sometimes known as service charges);
- need to seek the Landlord's consent before making certain alterations; and
- comply with regulations relating to the management of the building or the estate of which the property forms part.

9 RENT REVIEW

The rent will be reviewed periodically at the times set out in the lease. Typically, the rent will be reviewed every year. The reviewed rent will be increased in line with any proportionate increases in the retail prices index (RPI).

The rent will be reviewed on an 'upwards only' basis. This means that the level of rent will not go down when it is reviewed. However, any increase in the rent will be capped at a figure representing the RPI increase plus 0.5%. This means that where the RPI is zero or negative the most the rent can increase by is 0.5%.

A worked example demonstrating how the rent is recalculated at review is set out in Appendix 2 of the lease.

10

DISPOSALS OF OR DEALINGS WITH THE PROPERTY

Subject to the Landlord's Right of First Refusal, referred to in paragraph 5 below, the Leaseholders ability to sell or otherwise dispose of or deal with the property can be summarised as follows:

Assignment or Transfer

If the Leaseholder assigns or transfers the lease before he or she staircases to 100%, the consent of the Landlord must be obtained. Such consent is not required once the Leaseholder has staircased to 100%.

Sub-letting

The Leaseholder is not permitted to sub-let or part with possession of the property in any other way until the Leaseholder staircases to 100% ownership of the property.

11

LANDLORD'S RIGHT OF FIRST REFUSAL

With a view to ensuring that the property remains in the ownership of people in need of shared ownership units there are restrictions on the transfer, assignment and subletting of the Property. The restrictions apply from the date that the lease is granted up to the expiry of the period of 21 years from the date that the Leaseholder staircases to 100%.

If the Leaseholder gives the Landlord notice that he or she wishes to sell his or her interest in the lease, the Landlord can require the Leaseholder either to surrender (or hand back) the lease to the Landlord or assign the lease to a person nominated by the Landlord, in both cases the price will be no more than the market value of the Leaseholder's share of the property).

The Landlord's right of first refusal does not apply if the lease is transferred or assigned as a result of the divorce or death of the Leaseholder.

12

MORTGAGEE PROTECTION PROVISIONS

Loans from banks and building societies to Leaseholders would often require Leaseholders to take out mortgage indemnity insurance or other forms of additional security which would increase the expense to the Leaseholder of acquiring a shared ownership interest in the property. So with the aim of cutting down or avoiding such expense arising (so that mortgage indemnity insurance is not required and encouraging banks and building societies to lend the shared owners), the Landlord agrees that if the Leaseholder defaults the Landlord will compensate the Lender for some part of any loss incurred if the proceeds from the sale of the Leaseholder's share of the property are insufficient. For this reason the Leaseholder's lender will need to obtain the consent of the Landlord to the terms of the Leaseholder's mortgage.

If the Landlord has to cover some of the mortgage debt in this way the Leaseholder will become liable to pay the Landlord back. In such cases the Landlord will be able to pursue the Leaseholder to recover its loss and may also enforce any other security guarantees or insurance that were originally granted to the Lender.

To assist the Landlord and the Lender in operating these compensation provisions, by signing the lease the Leaseholder authorises the Landlord and

the Lender to exchange personal information relating to the Leaseholder in relation to various matters, including the terms of the lease, details of any arrears and any loan secured against the property.

13 **IMPORTANT NOTICE REGARDING PAYMENT OF THE RENT AND LEASE OBLIGATIONS**

You need to be aware that if the Leaseholder fails to pay the rent reserved by the Lease and/or fails to observe and perform his or her obligations in the Lease the Landlord may be entitled to terminate the lease (subject to the Landlord obtaining any necessary court order). If the lease is terminated the Leaseholder will lose (and will not be entitled to any compensation for), any shares in the property which he or she had acquired.

14 **VARIATIONS TO THE STANDARD FORM LEASE**

Paragraphs 1 to 7 above summarise the key terms of the standard form Shared Ownership Lease issued by the Homes and Communities Agency.

The Landlord summarises below the terms of the lease that materially depart from the standard form:

[•]

This guidance note does not form part of the Lease and is not to be taken into account in the interpretation of any provision in the Lease. It is important that the Leaseholder gets legal advice before entering into the Lease.

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