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DATED 13 July 2012

Swan Housing Association Limited

- and -

Baby Khatun and MD Siddiqur Rahman



LEASE

of



Plot 2, Maple House, Blackwall Way, Poplar, London E14

CERTIFIED THAT THIS IS
THE COPY TO THE ORIGINAL

JS
30/8/12
CITYGATE SOLICITORS
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PRESCRIBED CLAUSES –Flat Lease	
<p>LR1. Date of the Lease <i>Insert the date in its full format (PG64, 7.1) ie 29 June 2006</i></p>	<p>13 July 2012</p>
<p>LR2. Title Information <i>LR2.1 Insert title number(s) out of which this lease is granted. Leave blank if not registered</i></p> <p><i>LR 2.2 Insert existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>	<p>LR2.1 Landlord's title number(s) EGL349411 EGL336368</p> <p>LR2.2 Other title numbers EGL274178</p>
<p>LR3. Parties to the lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord Swan Housing Association Limited (Industrial and Provident Society No 28496) whose registered office is at Pilgrim House, High Street, Billericay, Essex CM12 9XY</p> <p>Tenant Baby Khatun and MD Siddiquir Rahman</p> <p>Other parties <i>Specify capacity of each party, for example "management company" "guarantor", etc</i></p>
<p>LR4. Property <i>Insert a description of the land being leased; Or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting or part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>See definition of "Premises" in the Particulars of this Lease</p>
<p>LR5. Prescribed statements <i>LR 5.1 - Include a reference to Clause 14 (Charities) if applicable</i></p>	<p>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</p>

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	<p>Clause 13 of the Lease contains a charities declaration</p> <p><i>LR5.2 This lease is made under, or by reference to, provisions of:</i></p>
LR6. Term for which the Property is leased	The term as specified in this Lease at clause 2
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	The Premium specified in the Particulars of this Lease
LR8. Prohibitions or restrictions on disposing of the lease.	This Lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisitions etc.	<p>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</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease Not applicable.</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	<i>There are no such covenants in the standard sample lease and HMLR advises that such covenants are very unusual in residential leases. Include any relevant restrictive covenants which are specific to the site being dealt with here or state "none".</i>

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<p>R11. Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Third Schedule</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>N/A</p>
<p>LR13. Application for standard form of restriction</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:-</p> <p>“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EGL349411 and EGL336368 or signed on such proprietor’s behalf by its solicitor that the provisions of Clause 3(17) of the registered lease has been complied with”</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p>

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H.M. LAND REGISTRY

LAND REGISTRATION ACT 2002

County and District
or London Borough : London Borough of Tower Hamlets

Title Number : EGL349411 and EGL336368

Property : Maple House, Blackwall Way, London E14

PARTICULARS

Landlord : SWAN HOUSING ASSOCIATION LIMITED of
Pilgrim House, High Street, Billericay, Essex
CM12 9XY

Leaseholder : BABY KHATUN and MD SIDDIQUR RAHMAN
both of [Flat 7, 99 Blackwall way]
London E14 9GM

TUT
LW

Building The property known aforesaid and comprised
in Title Numbers EGL349411 and EGL336368
together with the areas in title EGL274178
intended for use as a communal garden for the
benefit of all tenants in the building and
premises comprised in title EGL274178

Car Parking Space means the space as shown edged blue on the
attached plan 3 or such other reasonable space
as shall be nominated from time to time by the
Landlord

Premises ^{flat} Flat 2 Maple House, Blackwall Way, London
E14 ^{and kitchen}
as the same are shown edged in red on the
attached floor plans and includes the fixtures
and fittings therein

TUT
LW

Premium The sum of £198,000.00.

Specified Rent £ a peppercorn per annum

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Commencement Date : 24 March 2011

First Review Date : 1 April 2013 and each subsequent 1st April

Specified Proportion : a fair and reasonable proportion of the total Service Provision as determined by the Landlord acting reasonably

THIS LEASE which is made by Deed the 15th day of July 2012 between the Landlord of the one part and the Leaseholder of the other part

RECITES THAT:

1. The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 28496R
2. The Landlord is a Registered Social Landlord registered with the Housing Corporation under Number L4145
3. The Landlord is or is entitled to be registered at H.M. Land Registry as proprietor with absolute title to the Building
4. The Landlord has previously granted or intends to grant leases of all the flats in the Building subject to the Mutual Covenants set out in the First Schedule with the intention that any Leaseholder for the time being of a flat in the Building may be able to enforce the observance of the covenants by the Leaseholder and occupier of any other flat in the Building
5. The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium and upon payment of the Specified Rent
6. The Landlord intends to grant leases of the remainder of the Landlord's estate in similar terms to this lease

AND NOW WITNESSES as follows:

1. **DEFINITIONS**

- 1.1 References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively and successors in title in relation of the Leaseholder has the same meaning which that expression bears in sub-section 9(1)(a) of the Perpetuities and Accumulations Act 1964
- 1.2 The following expressions have where the context admits the following meanings:
 - 1.2(a) the expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 - 1.2(b) "the Common Parts" means the entrance landings lifts staircases and other parts (if any) of the Building and any garden access areas steps pedestrian ways footpaths or accessways and visitors car parking spaces (if any) thereon appurtenant to it which are intended to be or are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other flats in the Building
 - 1.2(c) "the term" means the term hereby granted
 - 1.2(d) "Person" includes a company corporation or other body legally capable of holding land
 - 1.2(e) Expressions relating to the payment of a service charge are defined in Clause 7 of this Lease
- 1.3 Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants
- 1.4 The singular includes the plural and the masculine includes the feminine and neuter and vice versa
- 1.5 References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force

2. **DEMISE**

In consideration of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **EXCEPT AND RESERVING** the rights set out in the Third Schedule **AND SUBJECT TO** all easements rights privileges advantages or other matters affecting the premises **AND SUBJECT FURTHER** to any entries in the Property or Charges Register of the Landlords registered title of the freehold of the Building insofar as the same may affect or relate to the premises and save and excepting any financial entries securing any Mortgage or Charge over the Landlord's said title **TO HOLD** the Premises to the Leaseholder for the term of **ONE HUNDRED AND TWENTY FIVE YEARS** from the Commencement

Date **YIELDING AND PAYING** therefor the Specified Rent by equal yearly payments in advance the first payment to be made on the date hereof

3. **LEASEHOLDER'S COVENANTS**

THE LEASEHOLDER HEREBY COVENANTS with the Landlord

3.1 **To Pay Specified Rent**

To pay the Specified Rent and all other monies due hereunder by Direct Debit Mandate or by a similar method directed by the Landlord at the times and in the manner mentioned above without deduction **PROVIDED ALWAYS** if and whenever the Specified Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear 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 for the period from the date on which the payment falls due until the date of actual payment

3.2 **To Pay Rates, Outgoings and Service Charge**

3.2(a) To pay and discharge all existing and future Council tax rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

3.2(b) To pay the Service Charge in accordance with clause 7

3.3 **To Keep in Repair**

To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under clause 5.2 excepted unless such insurance shall be vitiated by any act or default of the Leaseholder)

3.4 **To Pay Contribution towards Professional charges**

To contribute a fair proportion to be assessed from time to time by the Landlord of the reasonable fees charges and expenses of the Surveyor any accountant or other person whom the Landlord may from time to time reasonably employ in connection with the management and maintenance of the communal facilities including the computation and the collection of rent and the computation and collection of other monies due from the Leaseholder hereunder and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for such work

3.5 **To Redecorate**

As often as is reasonably necessary and in the last month of the term however determined 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 **Repair to Common Parts**

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

3.7 **Not to make any Alterations and Additions**

3.7(a) Not to make any alterations or additions to the exterior of the premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises

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

- 3.8 **To Do Works Required by a Public Authority**
To execute and do at the expense of the Leaseholder all such works and things whatever 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 thereof **PROVIDED ALWAYS** that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of clause 5.3 of this Lease
- 3.9 **To Serve on Landlord any Notice**
Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises served on the Leaseholder by any national local or other public authority
- 3.10 **To Pay Costs**
To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder
- 3.11 **To Obtain Statutory Permissions**
To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term
- 3.12 **To Permit Landlord Access**
To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice or immediately in case of emergency
- 3.13 **Landlord's Right to Repair in Default**
If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under clause 6.1 of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees and the Landlord's administration fee shall be repaid by the Leaseholder to the Landlord on demand
- 3.14 **To Permit Access**
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 sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises
- 3.15 **To Yield Up Upon Determination**
At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord **PROVIDED THAT** damage by fire or other risks insured under clause 5.2 is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- 3.16 **Not to Underlet**
3.16(a) Not to assign underlet charge mortgage or part with possession of part only of the Premises
3.16(b) Not to underlet the whole of the Premises
- 3.17 **Not to assign**
Not to assign the Premises without the Landlord's consent which shall not be unreasonably withheld or delayed in respect of a respectable person who shall have entered into a direct covenant with the Landlord to observe and perform the obligations on the Leaseholders part herein contained to be observed and performed in such form as the Landlord's solicitors shall determine
- 3.18 **Notice on Assignment**
Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee of not less than £35 and VAT to the Landlord for the registration of the notice

- 3.19 **To Carpet the Premises**
To provide carpets or such other suitable floor coverings to the floors of the Premises which have first been approved in writing by the Landlord
- 3.20 **To pay Costs Incurred by Leaseholder's Default**
To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder or of the Leaseholder's family servants or licensees or by any other person or persons under the control of the Leaseholder
- 3.21 **Not to Invalidate Landlord's Insurance**
Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building
- 3.22 **To Prevent Loss or Acquisition 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 **Restrictions on Parking**
- 3.23(a) Not to park or suffer or permit to be parked upon the Car Parking Space included with the demise any vehicle other than a private motor car which is in a good and or roadworthy condition or such other motor vehicle as may be first approved in writing by the Landlord acting in its absolute discretion
- 3.23(b) Not to park or permit or suffer any occupier of the Premises to park any motor vehicle on the Car Parking Spaces marked 'Visitors' on the attached plan the same being intended for use by visitors only
- 3.23(c) Not to park motor vehicles on any part of the Estate other than an appropriately constructed hardstanding designated by the Landlord for the parking of motor vehicles.
- 3.24 **To Dispose of Household Rubbish Correctly**
To deposit any household refuse and garbage in the common dustbin enclosure area provided and upon doing so to ensure that the common dustbin enclosure area is always left in a neat and tidy condition and not to deposit large items of refuse on any part of the Building so that if there is a breach by the Leaseholder of this covenant the Leaseholder shall be liable to pay the Landlord on demand the cost of removing and disposing of the item or items
- 3.24 **Give Notice of Defects**
Forthwith to give notice to the Landlord of any defects or want of repair in the Building or the Common Parts
- 3.25 **To observe and perform and indemnify**
To observe and perform and indemnify the Landlord in respect of any costs claims or demands in respect of any breach of non-observance of the covenants and conditions contained mentioned or referred to in the Landlord's title to the premises in so far as these relate to the Premises
- 3.26 **Noise Nuisance**
No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine of any kind shall be played or used nor shall any singing be practised in the Premises so as to cause annoyance to the owners lessees or occupiers of any of the neighbouring premises or so as to be audible outside the Premises between the hours of 11.00pm and 7.30am
- 3.27 **Nuisance and Annoyance**
Not to cause or allow members of the Leaseholders household or invited visitors to cause a nuisance or annoyance to neighbours or any other lessees of the Landlord or other owners or occupiers of the Building or the neighbourhood
- 3.28 **To Maintain Gardens**
To properly maintain and tend the garden (if any) forming part of the Premises.
- 3.29 **To Observe Covenants on Landlord's Title**
To observe and perform the restrictive covenants and the agreements and declarations contained or referred to in the register of the Landlord's title (if any) insofar as the same are now subsisting and affect the Premises and to indemnify the Landlord against all actions

proceedings damages costs claims expenses and liabilities whatsoever arising in respect of any breach thereof.

3.30 **To Maintain Boundary Fences**

To maintain renew repair and clean all boundary fences walls hedges and gates which are now or may be erected on the Premises marked "T" (if any) of the Plan.

3.31 **Racial Harassment**

Not to do or suffer to be done any act or thing which may cause racial harassment as defined in Section 2 of the Race Relations Act 1976 to the owners, lessees or occupiers of the other premises in the neighbourhood or to act in such a way as to make them fear harassment or to act in any manner as to make them or others feel or fear harassment of any sort

4. **ADDITIONAL LEASEHOLDER'S COVENANTS**

THE LEASEHOLDER HEREBY 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 That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule

4.2 That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or convenience of the lessees or other occupiers of the Building of the Building or the efficient or economical performance by the Landlord of its obligations under this Lease and including (for the avoidance of doubt) regulations as to the manner of use of any car parking space or spaces and the nature of any vehicle which may be parked thereon

5. **LANDLORD'S COVENANTS**

THE LANDLORD HEREBY COVENANTS with the Leaseholder as follows:

5.1 That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained 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 That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) 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 subject to payment of a reasonable administration fee to the Landlord produce to the Leaseholder the insurance policy and the receipt for the last premium for the same 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 moneys in the repair rebuilding or reinstatement of the same provided always that the leaseholder shall be liable for any policy excesses which are standard from time to time in respect of the Landlord's policy of insurance

5.3 That (subject to payment of the rent and service charge and except to such extent as the Leaseholder or the tenant of any other part of the Building shall be liable in respect thereof respectively under the terms of this Lease or of any other lease) the Landlord shall maintain repair redecorate renew and in the event in the Landlord's reasonable opinion such works are required) improve

5.3(a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) 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 Provided always the Landlord shall redecorate as necessary the outside doors of the Premises

5.3(b) the pipes sewers drains wires 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 the Post Office or any public utility supply authority)

- 5.3(c) the Common Parts
- 5.3(d) all of the car parking spaces within the Building whether or not included in the Premises demised by this or any other Lease
- 5.4 That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Building adequately cleaned and lighted
- PROVIDED THAT:**
- (a) the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and
- (b) the Landlord may add to diminish modify or alter any such service 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 interest of good estate management or for the benefit of the occupiers of the Building
- 5.5 That every lease or tenancy of premises in the Building hereafter granted by the Landlord shall contain covenants to be observed by the Leaseholder thereof similar to those set out in the First Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be substantially in the same form as this Lease
- 5.6 If so required by the Leaseholder to enforce the Leaseholder's covenants similar to those contained in this Lease which are or may be entered into by the Leaseholders of other Premises in the Building so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement
6. **PROVISOS**
- PROVIDED ALWAYS** and it is hereby agreed as follows:-
- 6.1 If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED ALWAYS** and without prejudice to the Landlord's rights hereunder the Landlord shall give 28 days written Notice of the Landlord's intention to commence proceedings under the Housing Act 1988 to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3.19 hereof before commencing any proceedings for forfeiture of this Lease
- 6.2 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 pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except in so far as any such liability may be covered by insurance effected by the Landlord
- 6.3 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 whatsoever 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 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 Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially
- 6.6 If the whole or any part of the Premises (or the Common Parts necessary for access to it) is 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 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

- 6.7 In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord paying the Leaseholder any insurance monies received by the Landlord in respect of the Premises after deducting therefrom the Relevant Percentage of the same and the Landlords reasonable costs and expenses incurred in the sale **PROVIDED ALWAYS** if at the time of the said frustration there is any money outstanding on mortgage or charge to a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the Mortgage) the Landlord shall apply any insurance monies received by the Landlord in respect of the Premises first in payment of the principal and not exceeding 12 months unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the aforementioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Leaseholder (any overpayment being a debt due from the Leaseholder to the Landlord)
- 6.8 The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest herein shall have been assigned and notice of the assignment has been given to the Landlord pursuant to Clause 3(19) hereof
- 6.9 The Leaseholder hereby agrees and confirms that the Landlord may at its discretion at any time during the term apply to the Leaseholders mortgagee of whom a notice of charge has previously been given in accordance with the Leaseholders covenant hereinbefore contained for such information regarding the state of the mortgage account and its repayments as the Landlord may deem necessary or require.
- 6.10 For the purpose of the Data Protection Act 1998 or otherwise the Leaseholder hereby agrees to any information relating to this tenancy held by the Landlord being disclosed to third parties so far as only is necessary in connection with the management or disposal of the Premises
- 6.11 (a) The Landlord shall not be liable to the Leaseholder for any failure in or interruption in services provided that clauses 5.3 and 5.4 or added under clause 6.11(b) not attributable to its neglect or default; and
 (b) the Landlord may add to diminish modify or alter any such service or add a new service if by reason of any change of circumstances during the Term such addition deminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building
7. **SERVICE CHARGE PROVISIONS**
- 7.1 In this Clause the following expressions have the following meanings-
- 7.1(a) "Account Year" means a year ending on the 31st March
 7.1(b) "Specified Proportion" means the proportion specified in the Particulars
 7.1(c) "the Service Provision" means the sum computed in accordance with sub-clauses 4, 5, and 6. of this Clause
 7.1(d) "the Service Charge" means the Specified Proportion of the Service Provision
 7.1(e) "the Surveyor" means the Landlord's professionally qualified surveyor and may be a person in the employ of the Landlord
- 7.2 **THE LEASEHOLDER HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments in advance at the times at which and in the manner in which rent is payable under this Lease **PROVIDED ALWAYS** all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to sub-clause 7.4(b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in sub-clause 7.5 hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve
- 7.3 The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with sub-clause 4. of this Clause
- 7.4 The Service Provision shall consist of a sum comprising-
- 7.4(a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in sub-clause 5. of this Clause together with
 7.4(b) an appropriate amount as a reserve for or towards such of the matters specified in sub-clause 5. 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

- prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year) but
- 7.4(c) reduced by any unexpended reserve already made pursuant to paragraph (b) of this sub-clause in respect of any such expenditure as aforesaid
- 7.5 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)-
- 7.5(a) the costs of and incidental to the performance of the Landlord's covenants contained in clauses 5.2 and 5.3 and 5.4
- 7.5(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)
- 7.5(c) all reasonable fees charges and expenses payable to the Surveyor 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
- 7.5(d) any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Building or on the whole or any part of the Common Parts
- 7.5(e) any insurance cover the Landlord may effect in relation to the common parts
- 7.6 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 paragraph (a) of sub-clause 4. of this Clause 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 forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
- 7.7 The Landlord will for the period that any Premises in the Building are not let on terms making the Leaseholder liable to pay a Service Charge corresponding to the Service Charge payable under this Lease provide in respect of all such Premises a sum equal to the total that would be payable by the Leaseholders thereof as aforesaid by way of contribution to the reserve referred to in paragraph (b) of sub-clause 4. and the said reserve shall be calculated accordingly
- 7.8 For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 as amended shall apply to the provisions hereof
8. **APPLICATION TO REGISTER RESTRICTION**
- 9.1 The Leaseholder hereby covenants with the Landlord to apply within 30 days of the date of this Lease to the Land Registry to enter a restriction in the following form in the proprietorship register of the Leaseholder's title and pay any necessary Land Registry fee:-

(b) *"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed on behalf of Swan Housing Association Limited by its secretary or conveyancer that the provisions of clause 3.17 of the registered Lease dated _____ day of _____ 200_____ and made between Swan Housing Association Limited (1) and _____ (2) has been complied with"*

The Leaseholder shall provide an Official Copy of the Leaseholder's title to show the restrictions to the Landlord immediately after being notified of completion of registration.

9. **THIRD PARTY RIGHTS**

It is hereby agreed and declared for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Deed is not intended to and does not give rights to third parties to enforce any provision herein contained

10. **NOTICES**

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 pre-paid and by first class recorded delivery in an envelope addressed to them at such address

11. **NOT PERSONAL COVENANTS**

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

12. **LANDLORD AND TENANT ACT 1987**

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) the Landlord's address given in the Particulars

13. **CHARITIES ACT**

The land demised is held by (or in trust for) Swan Housing Association Limited an exempt charity

IN WITNESS of which this Deed has been executed the day and year first above written

**THE FIRST SCHEDULE above referred to
MUTUAL COVENANTS**

1. Not to use the Premises nor permit the same to be used for any purpose other than (as to the part of the Premises comprising the Flat) as a main private residence in single occupation only (as to the part of the Premises comprising a car parking space as a parking space for the parking of one motor vehicle or such other motor vehicle as may be first approved in writing by the Landlord acting in its absolute discretion) and not to use the Premises for any purpose from which a nuisance can arise to the owner's lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood
2. Not at any time to exercise or carry on or permit to be exercised or carried on in or upon the Premises or any part thereof any trade business whatsoever
3. Not to do or permit to be done by any members of the Leaseholder's household or visitors any act or thing which may:
 - (a) render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable in respect thereof;
 - (b) cause or permit to be caused nuisance annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors thereto;
 - (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
4. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building nor to throw dirt rubbish rags nappies or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns waste or soil pipes in the Premises except via a waste disposal unit suitable for such purpose
5. No musical instrument television radio loudspeaker or mechanical or other noise making instrument or machine of any kind shall be played or used nor shall any singing be practised in the Premises so as to cause annoyance to the owner's lessees or occupiers of any of the other premises in the Building or so as to be audible outside the Premises between the hours of 11.00pm and 7.30am
6. No name writing board sign drawing plate or placard of any kind other than a sign indicating the name of the Premises or a sign notifying that the premises are for sale shall be put on or in any window on the exterior of the Premises so as to be visible from outside
7. No clothes bedding washing or any other article shall be hung or exposed outside the Premises, other than in the area and on equipment provided specifically for the purpose either by the Landlord or with the Landlord's consent, and no mats shall be shaken or brushed out of the windows of the Premises
8. No bird fowl dog or cat or other creature shall be kept in the Premises other than with the written permission of the Landlord
9. The exterior of the Premises shall not be decorated by the Leaseholders
10. No external wireless or citizen band or television aerial or satellite dish shall be erected by the Leaseholder on any part of the Premises without the consent in writing of the Landlord
11. No commercial vehicle (exceeding 16 cwt unladen weight) shall be parked at any time on any part of the accessway serving the Premises except temporary use of removal or delivery vans
12. To keep the entrance doors of the Building shut when not in use and not to leave or deposit or permit to be left or deposited any bathchair invalid cycle perambulator or other wheeled vehicle or any goods parcels cases refuse litter or any other thing in or upon the hallways staircases passage or any common part of the Building
13. (a) Not to use or permit to be used such part of the Common Parts as are from time to time laid out as gardens other than for normal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building nor shall any bicycles skates skateboards or scooters be used or ridden at any time anywhere on the Common Parts
(b) Not to permit children to play in any hall stairway lobby or corridor in the Building
14. Not to permit any vehicle of any description belonging to the Leaseholder his family servants visitors or licencees to remain on any part of the accessway serving the Premises in such a

- manner as to obstruct the ready approach to any part of the Building or any adjoining or neighbouring premises
15. Forthwith to remove and clean up any litter graffiti or disorder which shall have been made by the Leaseholder his family servants visitors or licencees on any hallways staircases passage in the Common Parts
 16. Not to store in the Premises any petrol or other inflammable liquid or any explosive gas or matter
 17. Not to use or permit or suffer to be used the Premises or any part thereof for an illegal or immoral purpose
 18. To keep the inside windows of the Premises properly cleaned
 19. At all times to use any common dustbin enclosure area provided as the sole method for the disposal of dust and refuse of whatever nature all perishables to be in sealed containers
 20. The Landlord shall not be liable for and no claims shall be made against it in respect of loss however arising or to whomsoever attributable by theft or otherwise from the Premises or any other part of the Building of money jewellery articles of value or other property or effects belonging to the Leaseholder his family servants visitors or licencees or in respect of damage occasioned by any intruder to the Premises
 21. To observe and perform the covenants herein contained as to the maintenance repair and decoration of the Premises
 22. Not to do or suffer to be done any act or thing which may cause racial harassment as defined in Section 2 of the Race Relations Act 1976 to the owners, lessees or occupiers of the other premises in the neighbourhood or to act in any manner as to make them fear harassment of any sort

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

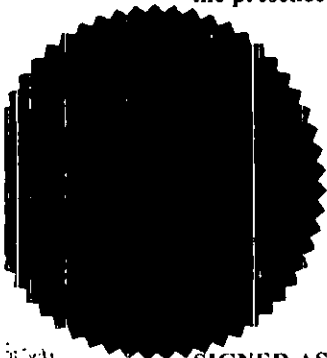
1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times
 - (a) to use the Common Parts (but save and excepting any Car Parking Spaces designated or intended by the Landlord for sole use by any other party) for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise) and
 - (b) to pass and repass over and across the access ways road and footpaths leading to and from the Premises
 - (c) to the free and uninterrupted use of the Car Parking Space (if any) edged blue on the plan marked Plan 3
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
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
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premisescausing as little disturbance as possible and making good any damage caused

**THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS**

There are excepted and reserved out of this demise to the Landlord and the Leaseholders 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 paragraphs 2, 3 and 4 of the Second Schedule
- (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) The loadbearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof
- (d) 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 within eighty years hereafter subsequently added thereto 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

**THE COMMON SEAL OF SWAN
HOUSING ASSOCIATION
LIMITED was hereunto affixed in
the presence of:-**



Authorised Signatory *[Handwritten Signature]*

Authorised Signatory *[Handwritten Signature]*

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১৯ ৯৯

**SIGNED AS A DEED by
BABY KHATUN
in the presence of:-**

**SIGNED AS A DEED by
MD SIDDIQUR RAHMAN
in the presence of:-**



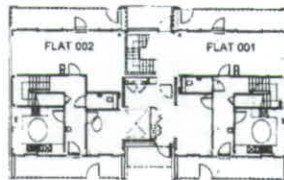
Plot Demise



Communal Area



Handwritten signature



project name: **ALBERTA HOUSE**
drawing reference: **CONVEYANCE PLAN**
MAPLE HOUSE GRD FLOOR

date: **MAY 2010**

sheet: drawn: **EC**

scale: **1:500@A4** checked: **PG**

job number: **M7975**
drawing number: **AGA C 601**
revision: **A**

status:

cad ref: **AGA C 601-In Progress.dwg**

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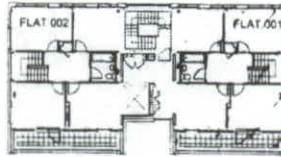
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Plot Demise



Communal Area



Handwritten signature



project name: **ALBERTA HOUSE**
drawing reference: **CONVEYANCE PLAN**
MAPLE COURT 1ST FLOOR

job number: **M7975**
drawing number: **AGA C 602**
revision: **A**

status:
cad ref: **AGA C 602-In Progress.dwg**

date: **MAY 2010**
sheet:
scale: **1:500@A4**
drawn: **EC**
checked: **PG**

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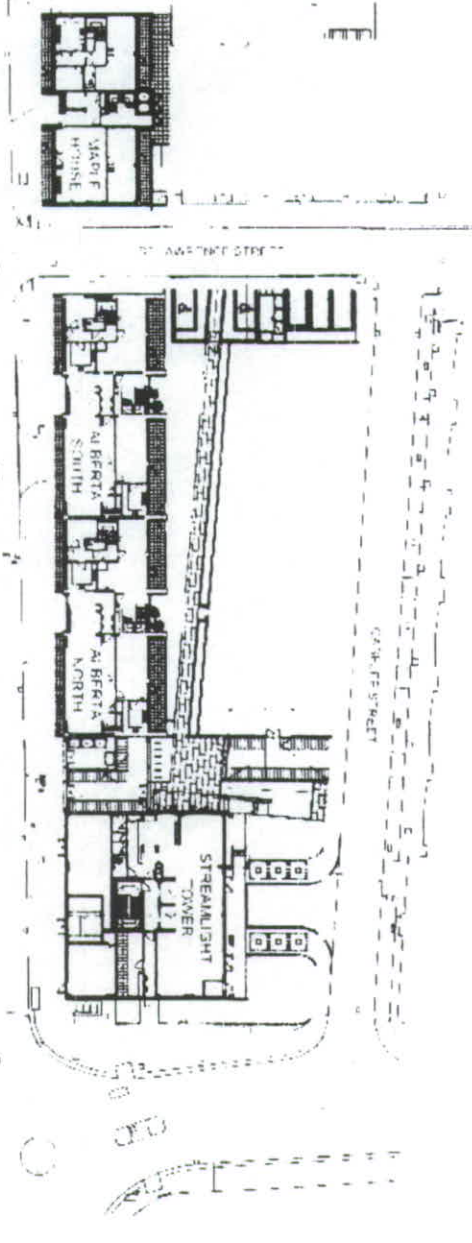
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SITE
BOUNDARY

Amick



ALBERTA HOUSE
ELECTRICAL
SCHEDULE
NO. 1
DATE: 10/26/03

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