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Title Number CB279464

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You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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DATED 7th November 2003.

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

Gisby Harrison

(1) RIVER VIEW MANAGEMENT COMPANY (CAMBRIDGE) LIMITED

(2) MARTIN GRANT HOMES LIMITED

(3) DEREK JOHN COOPER

UNDERLEASE

of

PLOT NUMBER 72, "RIVER VIEW COURT",

RIVERSIDE, CAMBRIDGE

Harold Benjamin
Hill House
67 – 71 Lowlands Road
Harrow
Middx HA1 3EQ

[CAMBRIDGE\R.VIEW\LHLD.SLS\PLT.SLS\PLT.72\ULSE.72]

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H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1988

COUNTY	:	CAMBRIDGESHIRE
DISTRICT	:	CAMBRIDGE
TITLE NUMBER	:	
PROPERTY	:	Plot 72, "River View Court" Riverside, Cambridge
POSTAL ADDRESS	:	Flat 76, St Bartholomew's Court, Riverside, Cambridge

DATE : 7th November 2003

BETWEEN

(1) **RIVER VIEW MANAGEMENT COMPANY (CAMBRIDGE) LIMITED** (Company Registration Number: 4622226) whose registered office is situate at Hill House 67 – 71 Lowlands Road Harrow Middx HA1 3EQ (hereinafter called "the Lessor") of the first part

(2) **MARTIN GRANT HOMES LIMITED** (Company Registration Number: 1363485) whose registered office is situate at Grant House Felday Road Abinger Hammer Dorking Surrey RH5 6QP (hereinafter called "the Developer") of the second part

(3) the party specified in the Eighth Schedule hereto (hereinafter called "the Lessee") of the third part

Definitions

IN this Underlease the following expressions have the following meanings namely:

1. **"the Amenity Land"** means the land shown edged green on Plan 1 subject to such minor alterations to the same as may be made by the Developer during the course of the development of the Developer's Estate and such additional area or areas within the Developer's Estate designated by the Developer

2. **"the Balcony"** means the balcony or patio (if any) shown coloured blue on Plan 2 including the air space above up to the height of the ceiling of the Demised Premises

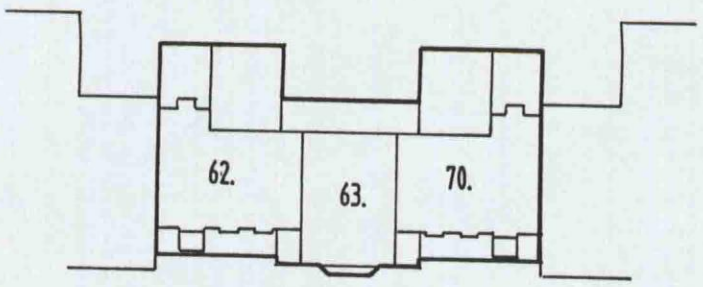
3. **"the Bin Store"** means the bin store within the section of the Block comprising the Demised Premises

4. **"the Block"** means the building (including the patios and balconies) edged orange on Plan 1

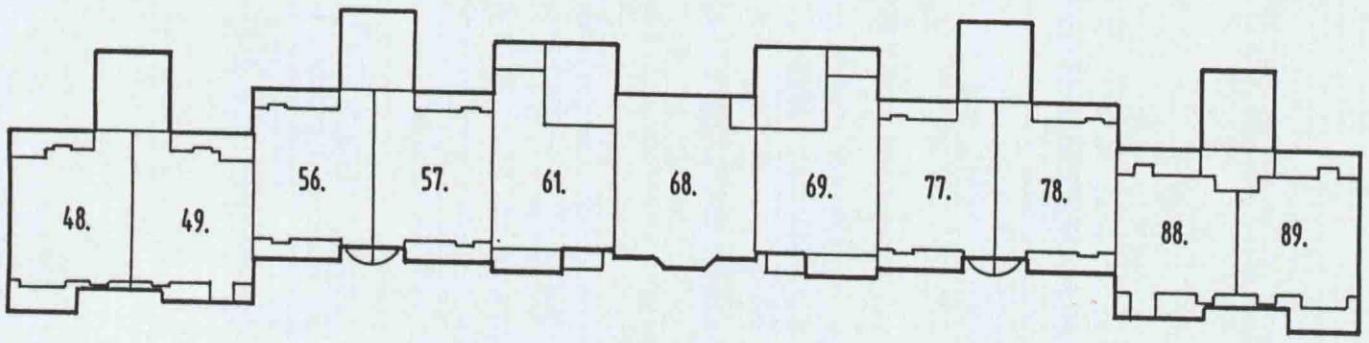
5. **"the Block's Common Parts"** means the structure of the Block including the roof and foundations the accessways staircases common entrance doors common parts lighting system lifts within the Block and serving the common parts heating system in the Block fire escapes (if any) telephone entry system (if any) and all security systems and other equipment in the Block serving the Demised Premises and the other Flats the

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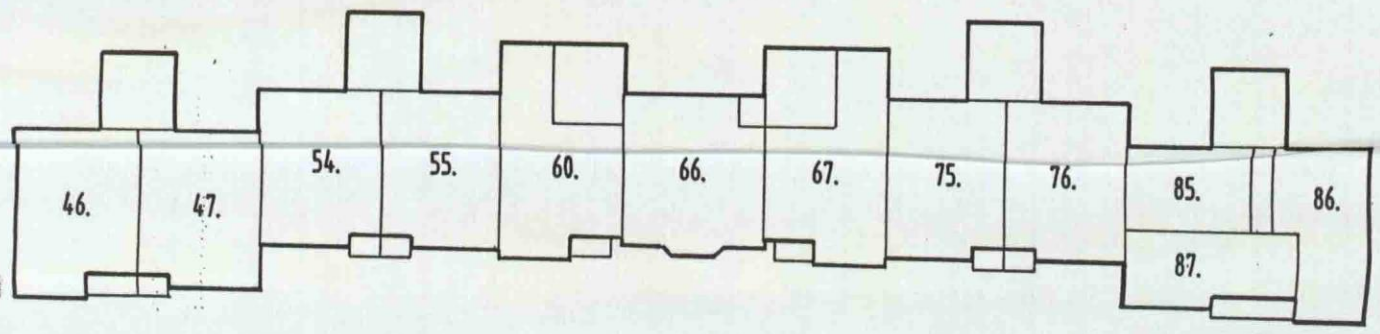
COLOUR



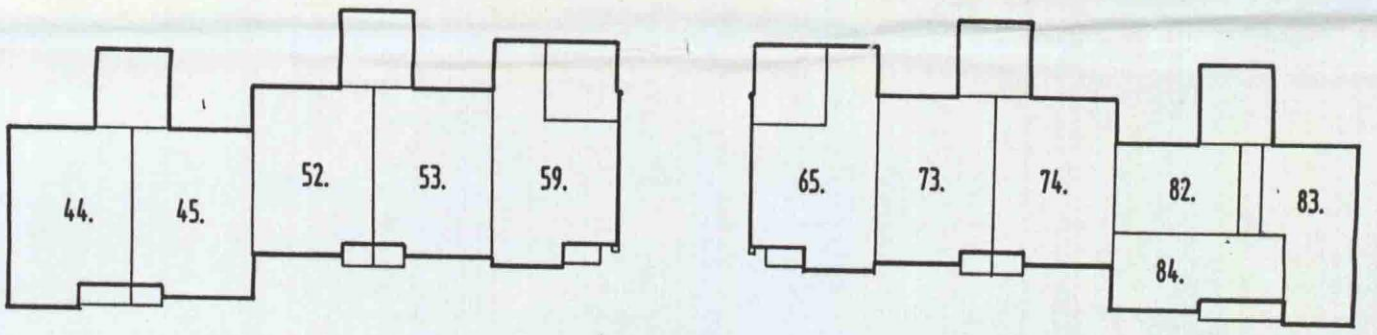
FOURTH FLOOR



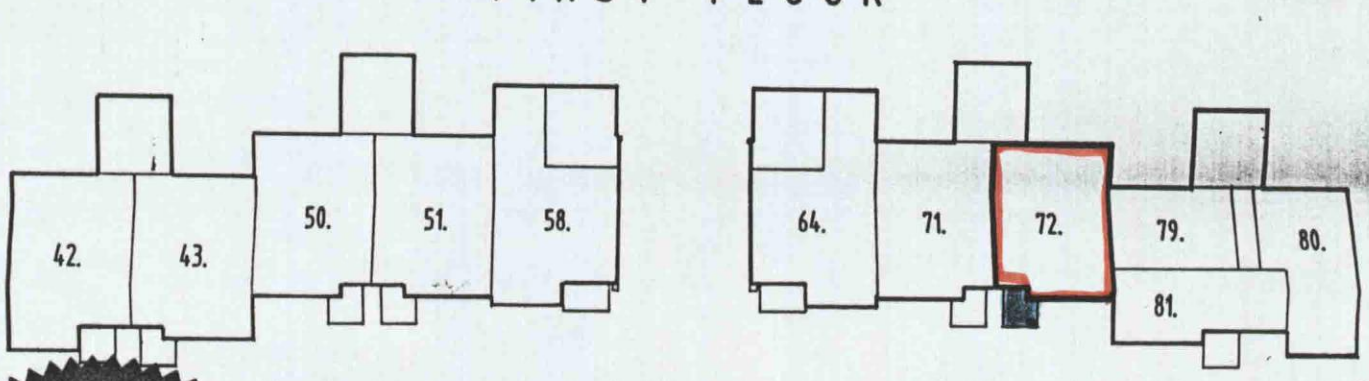
THIRD FLOOR



SECOND FLOOR



FIRST FLOOR



GROUND FLOOR

RIVERSIDE
CAMBRIDGE

CONVEYANCE PLAN
BLOCK PLAN
PLOTS 42-78

Scale :- 1 : 500

Date :- OCT '02

Drg. No. :- 334 / 4

ARTWORKER PDS 894835

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COLOUR

17152

RIVER CAM

Sea Cadets

RIVERSIDE

42-49

50-57

58-70

71-78

79-89

EX PUBLIC SEWER

EX PUBLIC SEWER

Affordable housing plots 79-89.

Museum of Technology

Electricity sub-station

N

Existing properties within Stanley Road

Land retained by Martin Grant Homes Land Ltd

Industrial / commercial units

CYCLE STORE A

CYCLE STORE B

CYCLE STORE C

CYCLE STORE D

CAR PORT LOWER LEVEL

SITE:

RIVERSIDE
CAMBRIDGE

DETAIL:

CONVEYANCE PLAN
PLOTS 1-78

DRAWN BY	DATE	DWG.NO.
JO	JULY '02	334/5

SCALE: 1 : 500

REV: A

Revision A - Plot 35 amended, affordable housing note added 9/12/02

Martin Grant Homes Ltd

"Grant House," Felday Road
Abinger Hammer, Dorking, Surrey
Telephone:- Dorking 732822

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rubbish bin stores the balconies and patios the roof voids and all other structural parts and things within or forming part of the Block and which serve the Demised Premises and the other Flats **EXCLUDING** the Demised Premises and the other Flats

6. **"the Certificate of Value"** see the Eighth Schedule

7. **"the Common Services"** means the Service Installations which are now or may within the Perpetuity Period be in or under the Block or any part thereof (including the Demised Premises) and the Developer's Estate and which are not Leased Services

8. **"the Cycle Storage"** means the locker allocated for the exclusive use of the Demised Premises situate in one of the cycle stores lettered "A" "B" or "C" Plan 1

9. **"Declaration of Joint Tenancy"** see the Eighth Schedule

10. **"the Demised Premises"** means the property specified in the Eighth Schedule and more particularly described in the First Schedule

11. **"the Demised Premise's Car Parking Space"** means the car parking space shown edged brown on Plan 1

12. **"the Development's Common Parts"** means the land comprised in the Developer's Estate excepting the Block and the freehold dwellinghouses and their curtilages and the footpaths shown hatched black on Plan 1

13. **"the Developer's Estate"** means the land now or formerly comprised in freehold Title Number CB243198

14. **"the Due Proportion"** shall be such sum as the Lessor shall properly calculate as being applicable to the Demised Premises calculated on the basis of the use made by the Lessee of the Block's Common Parts and the Development's Common Parts

15. **"the Estate Accessways"** means the estate road and footpaths shown on Plan 1 excepting the footpaths hatched black thereon

16. **"the Exceptions and Reservations"** means the Exceptions and Reservations set out in the Third Schedule

17. **"the Flats"** means the other flats comprised in the Block but excluding the Demised Premises

18. **"the Headlease"** means a lease of the Block dated the 29th day of May 2003 made between the Developer (1) and the Lessor (2)

19. **"the Insured Risks"** means loss or damage by fire lightning explosion storm tempest flood bursting and overflowing of water tanks apparatus or pipes impact and aircraft and other aerial devices and any articles dropped therefrom riot civil commotion malicious damage subsidence heave and/or landslip and such other risks as the Lessor may reasonably decide (which for the avoidance of doubt will include terrorism provided such cover can be obtained) and such other risks as the Lessor may reasonably deem it necessary to insure against from time to time

20. **"the Leased Services"** means the Service Installations used or intended for use exclusively for the benefit of the Demised Premises

21. **"the Maintenance Charge"** means the Due Proportion attributable to the Demised Premises as determined by the Lessor of the aggregate expenditure incurred by and/or

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payable by the Lessor in performing its obligations in connection with the day to day running management maintenance repair and insurance of the Block the Block's Common Parts the Development's Common Parts and the Common Services available for use by the Lessee in common with all others entitled to use such in compliance with the Lessor' s obligations contained in the Sixth and Seventh Schedules as are hereinafter contained which for the first year of term is £957.00 the first of such payments to be made on the date hereof to be a pro rata payment in respect of the period from the date hereof to the 24th day of June or the 25th day of December next ensuing (which ever shall first occur)

22. **"the Perpetuity Period"** means the period of eighty years commencing on the 25th day of December 2002

23. **"Plan 1"** means the drawing numbered 334/5 attached hereto

24. **"Plan 2"** means the drawing numbered 334/4 attached hereto

25. **"the Price"** means the price specified in the Eighth Schedule hereafter contained

26. **"the Rights"** means the Rights set out in Parts I and II of the Second Schedule

27. **"the Service Installations"** means sewers drains water pipes tanks gutters fire alarms wires cables conduits and rubbish chutes and other like means for the carrying of and/or disposal or storage of soil water gas electricity television radio and other services and of soil smoke rubbish and other material or other matter

28. **"the Term"** means term of years specified in the Eighth Schedule hereinafter contained

29. **"the Visitor's Car Parking Spaces"** means the parking spaces shown on Plan 1 marked with a "V"

30. **"the Yearly Rent"** is specified in the Eighth Schedule hereinafter contained

WHEREAS:

1. **THE** Block was demised to the Lessor by virtue of the Headlease for the term of years therein specified at the rent and subject to the covenants and conditions therein contained

2. **THE** Lessor has agreed for the consideration hereinafter appearing to demise the Demised Premises to the Lessee on the terms hereinafter contained and has demised or will demise all the Flats in the Block on materially similar terms and subject to materially similar covenants on the part of the Lessee and conditions as are contained in this Underlease (subject only to such variations as any special circumstances may require) to the intent that the lessee for the time being of each of the Flats may be able to enforce against the lessee of every other flat any of the said covenants a breach of which adversely affects him

3. **THE** Lessee has agreed to become the holder of a share in the Lessor

NOW THIS DEED WITNESSETH as follows:

Demise and Rent

1. 1.1. **IN** consideration of the Price now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the Yearly Rent and covenants and stipulations on the part of the Lessee hereinafter reserved and contained the

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Lessor **HEREBY DEMISES** unto the Lessee with full title guarantee **ALL THAT** the Demised Premises **TOGETHER WITH** the rights set out in the Part I of the Second Schedule hereto **SUBJECT TO** the exceptions and reservations set out in the Third Schedule hereto **TO HOLD** the same unto the Lessee for the Term **YIELDING AND PAYING** therefor in advance during the Term the Yearly Rent on the 25th day of December in every year without any deduction the first of such payments or a due proportion thereof to be made on the date hereof and the Maintenance Charge on the dates and in the manner herein prescribed

1.2. **THE** Developer **HEREBY GRANTS** unto the Lessee the rights as set out in Part II of the Second Schedule to hold and enjoy the same for the duration of the term of years granted by this Underlease (and for the duration of any statutory extension thereof) subject to the Lessee duly paying the ground rent and other outgoings payable pursuant to the terms of this Underlease and to the Lessee duly performing and observing the covenants stipulations and terms and conditions thereof on the lessee's part

Lessee's Covenants

2. **THE** Lessee **HEREBY COVENANTS** (and if more than one jointly and severally) with the Lessor and as a separate covenant also with all of the other lessees for the time being of each and every one of the Flats (to the intent that the covenants are mutually enforceable as between all lessees) that the Lessee will observe and perform:-

2.1. **the** covenants on the part of the Lessee set out in the Fourth Schedule hereto and

2.2. **the** regulations set out in the Fifth Schedule hereto

Lessor's Covenants

3. **THE** Lessor **HEREBY COVENANTS** with the Lessee **PROVIDED THAT** the Lessor shall not be liable itself for any breach of covenant occurring after it shall have parted with its interest in the Demised Premises expectant upon the reversion to this Underlease:-

3.1. **that** the Lessor has not granted and will not hereafter grant a lease of any of the Flats except to a lessee who has entered or will enter into materially similar covenants and undertake materially similar obligations to those on the part of the Lessee herein contained so far as applicable **AND** the Lessor shall be under like obligations in respect of any of the Flats for the time being undemised and will indemnify the Lessee against the proportion of the Maintenance Charge attributable to any of the Flats as shall be undemised and shall also indemnify the Lessee against the proportion of the of the costs of maintaining the common facilities and services on the Developer's Estate attributable to the freehold dwellinghouses built on the Developer's Estate pending the sale of each and every such dwellinghouse

3.2. **that** the Lessee paying the Yearly Rent and observing the covenants and conditions on the Lessee's part herein contained shall and may peaceably and quietly hold and enjoy the Demised Premises without any interruption or disturbance by the Lessor or any person claiming by through under or in trust for the Lessor

3.3. **the** Lessor will keep the Block's Common Parts the Development's Common Parts and the Common Services insured against loss or damage by the Insured Risks:-

3.3.1. **unless** such insurance shall be vitiated by any act of the Lessee or by anyone within either the Block or the Development's Common Parts expressly or by implication with the Lessee's authority and

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3.3.2. **to** the extent that such insurance may be arranged for properties such as those comprising the Block and the Development's Common Parts in some insurance office of repute in such a sum as the Lessor shall from time to time be advised by its surveyor as representing the full amount of the costs of rebuilding reinstating or replacing the Block and the Development's Common Parts as new (including any value added tax or other taxes payable in respect thereof and reasonable provision for the escalation of such costs of rebuilding reinstating or replacing between the date of destruction or damage and the estimated date thereof) and in the event of total destruction architects engineers and surveyor's fees on such costs at the current scale for the time being of the Royal Institute of British Architects the Association of Structural Engineers and the Royal Institution of Chartered Surveyors the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses and also a sum equal to three years' aggregate rent (or such longer period as the Lessor may from time to time reasonably consider necessary) payable in respect of the Demised Premises and by each of the Flats in the Block for the time being payable and to make all payments necessary for the above purpose within seven days' after the same shall respectively become payable and will produce to the Lessee on demand a copy of the insurance policy and of the current premium receipt (or otherwise evidence that the insurance is in force and a summary of the cover) and will procure that a note of the interest of the lessees of the flats in the Block and their mortgagees be made on the insurance policy

3.3.3. **In** case the Block's Common Parts the Development's Common Parts and the Common Services or any part thereof shall from time to time be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation or use then as often as the same shall happen (unless payment of the policy monies shall be withheld in whole or in part by reason of any act neglect or default of the Lessee) with all convenient speed to take such steps as may be requisite and proper to obtain any planning permission or other permits and consents that may be required under the Planning Acts to enable the Lessor to rebuild and reinstate the Block the Block's Common Parts the Development's Common Parts and the Common Services and to spend and lay out any insurance monies received by virtue of the aforementioned insurance (except in respect of loss of rent) in reinstating restoring replacing or rebuilding the Block and the Development's Common Parts or parts thereof so destroyed or damaged with all convenient speed **PROVIDED THAT** the Lessor shall not be liable to rebuild or reinstate the Block or the Development's Common Parts if the Lessor is unable (having used all reasonable endeavours) to obtain all planning permissions permits and consents necessary to execute such rebuilding and reinstating or if this Underlease shall be frustrated or if the rebuilding or reinstating is prevented for any reason beyond the reasonable control of the Lessor in which event all insurance monies received by the Lessor in respect of the Block shall belong to the lessees and/or their mortgagees as the case may be

3.4. **to** observe and perform the obligations set out in the Sixth Schedule **PROVIDED THAT** the Lessor shall not be liable to the Lessee or any invitee or licensee of the Lessee for or in any way arising out of any breach or non-performance on the Lessor's part of any of the said covenants unless such breach or non-performance shall have been specifically notified to the Lessor in writing and the Lessor shall have failed to remedy such breach or non-performance within a reasonable time of receiving such notice

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3.5. **to** observe and perform the obligations on the part of the tenant in the Headlease except in so far as the covenants and obligations are to be observed and performed by the Lessee by reason of the obligations on the part of the Lessee contained in this Underlease

To enforce covenants of other lessees on request and indemnities

4. **THE** Lessor **HEREBY FURTHER COVENANTS** with the Lessee that the Lessor will upon the request in writing of the Lessee and upon a security deposit being lodged with the Lessor's solicitors enforce the covenants entered into or to be entered into by the lessee of any of the Flats and enforce the good neighbour covenants or nuisance covenants entered into or to be entered into by the lessee of those flats upon the Lessee agreeing by deed in such form as the Lessor may reasonably require to indemnify the Lessor against all costs and expenses as the Lessor may reasonably incur

Provisos

5. **PROVIDED ALWAYS** that:-
Re-entry

5.1. **If** the Yearly Rent hereby reserved or any part thereof shall be unpaid for twenty-one days' after becoming payable (whether the same shall have been formally demanded or not) or if any of the covenants on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants by the Lessee hereinbefore contained

Rights and obligations to pass with Lease and reversion

5.2. **All** rights and obligations of the Lessor and Lessee respectively under these presents shall be incident to the reversion expectant on this Underlease and the leasehold interest thereby created respectively and shall pass and devolve therewith on any alienation or devolution thereof and for the avoidance of doubt neither party shall be liable for any breach once they have parted with their interest

Lessor not liable for defects, etc.

5.3. **The** Lessor shall not be liable to the Lessee or any invitee or licensee of the Lessee for or in any way arising out of any defect or want of repair in the Block's Common Parts or any part thereof (including the Demised Premises) unless such breach or non-performance shall have been specifically notified to the Lessor in writing and the Lessor shall have failed to remedy such breach or non-performance within a reasonable time of receiving such notice

Notices

5.4. **Any** notice hereby required or authorised to be given to the Lessor or the Lessee shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925 **PROVIDED THAT** where the Lessee has notified the Lessor that he is not resident in the United Kingdom such notice shall simultaneously be served on the his last known solicitor

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Superior Lease

6. 6.1. **The** powers rights matters and discretions granted and reserved to the Lessor under this Underlease shall also have been granted and reserved to be or exercisable by any superior lessor its agents or workmen to the extent required under the Headlease and any lease or leases superior to it

6.2. **Any** reference to any consent required from the Lessor shall be deemed also to include the like consent of the superior lessor where the superior lessor's consent would be required under the terms of the Headlease or any lease or leases superior to it but nothing in this provision shall be construed so as to impose or imply any obligation upon the superior lessor not unreasonably to refuse any such consent

6.3. **If** the Lessee can do or propose to do any matter or thing for which the consent of the superior lessor shall be required the Lessee shall indemnify the Lessor against the costs of obtaining any such consent together with all incidental surveyors professional or other fees and disbursements

Clause Headings

7. **THE** clause headings shall not affect the interpretation of this Underlease

Law of Property (Miscellaneous Provisions) Act 1994

8. **FOR** the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Lessee

Contracts (Rights of Third Parties) Act 1999

9. **A** person who is not a party to this Underlease (other than an assignee or underlessee) may not enforce any terms of the Underlease pursuant to the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof this Underlease has been executed as a Deed by the parties hereto the day and year first before written

THE FIRST SCHEDULE
The Demised Premises

ALL THAT Flat as is specified in the Eighth Schedule hereto and shown edged red on Plan 2 which shall include:-

1. the internal plastered coverings and plaster work of the walls bounding the Demised Premises and the internal doors and internal door frames and internal window frames in such walls and the glass fitted in the windows and
2. the plastered coverings and plaster work of the walls and partitions lying within the Demised Premises and the doors and door frames fitted in such walls and partitions and
3. the plastered covering and plaster work of the ceilings and surfaces of the floors including the whole of the floor boards/screed and skirting boards and
4. the tiled paved or other floor surfaces of any steps or open areas included in this demise (if any) and
5. all conduits which are laid in any part of the Block and serve exclusively the Demised Premises and
6. all fixtures and fittings in or about the Demised Premises and not hereinafter expressly excluded

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But not including:-

(a) any part or parts of the Block (other than conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces or

(b) any of the structural timbers and other joists of the Block or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the internal doors and internal door frames fitted therein as are expressly included in this demise or

(c) the Balcony

(d) any of the Common Services

THE SECOND SCHEDULE – Part I
Rights included in the demise granted by the Lessor

1. **The** right in common with the Lessor the owners and occupiers of the Flats and all others having the right to use same to use on foot only for purposes of access to and egress from the Demised Premises over such parts of the Block's Common Parts as afford access thereto

2. **The** right of passage and running of water soil gas and electricity and other services to and from the Demised Premises and through the Service Installations within the Block serving the Demised Premises

3. **The** benefit of any covenants entered into by the owners of the Flats with the Lessor so far as such covenants are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

4. **All** rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises and granted to the Lessor in the Headlease

5. **Such** rights of access to and entry upon the Block and the Flats (subject to reasonable notice being given except in the case of emergency) as are necessary for the proper performance of the Lessee's obligations hereunder causing as little disturbance as possible and making good any damage caused

6. **The** exclusive right to use the Balcony (if any) subject to the rights hereinafter reserved

7. **To** use the Bin Store to dispose of domestic waste only

THE SECOND SCHEDULE – Part II
Rights included in the demise granted by the Developer

1. **A** right of way with or without vehicles (as appropriate) over the roads within the Estate Accessways and on foot only over the footpaths within the Estate Accessways for all reasonable purposes connected with the use and enjoyment of the Demised Premises in common with the Lessor the owners and occupiers of the Flats and all others having the like right to use same subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor and/or the Developer may from time to time prescribe

2. **The** right of passage and running of water soil gas and electricity and other services to and from the Demised Premises and through the Service Installations within the Developer's Estate (excluding the Block) which are now or which may be installed in under or over the Developer's Estate (excluding the Block)

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3. **The** exclusive right to use the Demised Premise's Car Parking Space for parking one private motor car ancillary to the use and enjoyment of the Demised Premises

4. **The** right in so far as the same are not being used by other parties entitled to use the same to permit one visitor at a time to the Demised Premises to park a private motor car in one of the Visitors' Car Parking Spaces

5. **The** exclusive use of the Cycle Storage

6. **That** once the same have been laid out by the Developer but not prior to that time to have rights of access to and of rights of way over and along the turfed or paved or tarmacked areas comprising part or parts of the Amenity Land

7. **All** the rights and benefits specified in this Schedule are subject to and conditional upon the Lessee (or one of them of more than one party) being the registered holder of a share in the Lessor now held by the Lessee (party hereto) and to the Lessee paying the Yearly Rent and Maintenance Charge in accordance with the covenants in that behalf contained in the Fifth Schedule

THE THIRD SCHEDULE
Rights to which demise is subject

1. **All** rights of support and protection and light and air and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the Developer's Estate from and over the Demised Premises

2. **The** right of passage and running of water soil gas and electricity and other services to and from the Block any part thereof in or through and along the Common Services

3. **Such** rights of access to and entry upon the Demised Premises by the Lessor and the owners of the Flats with or without workmen and others (subject to reasonable notice being given except in the case of emergency) as are necessary for the proper performance of the obligations hereunder or pursuant to the covenants and stipulations of the leases of the Flats and similar to those herein contained

4. **The** right to erect and maintain such wireless television aerials and/or satellite receiving equipment in or on such part of the Block as the Lessor may from time to time deem appropriate for the use of the occupiers of the Flats and to run wires connecting such equipment through the Demised Premises

5. **The** right (subject to reasonable notice being given except in the case of emergency) for the Lessor to repair alter renew or improve the surface of the Demised Premise's Car Parking Space

6. **The** burden of any covenants entered into by the Lessor with the owner of the Flats so far as such covenants are intended to bind the Demises Premises or the Lessee

THE FOURTH SCHEDULE
Covenants by the Lessee

To pay the Yearly Rent

1. **To** pay the Yearly Rent hereby reserved at the time and in the manner prescribed without any deduction whatsoever

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To pay the Maintenance Charge

2. **To** pay the Maintenance Charge hereby reserved at the time and in the manner prescribed without any deduction whatsoever

To pay outgoings

3. **To** pay and discharge all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises or any part thereof or on the Lessor or Lessee or occupier in respect thereof **PROVIDED THAT** where any such outgoings are properly charged upon or payable in respect of the Block that the Lessee's liability shall be limited to a due proportion of such outgoings to be reasonably and properly determined (failing agreement) by the Lessor or its surveyor

To pay Value Added Tax

4. **To** pay Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment including the Yearly Rent made by the Lessee under any of the terms of or in connection with this Underlease in respect of any payment made by the Lessor where the Lessee agrees in this Underlease to reimburse the Lessor for such payment

Indemnity for costs

5. **To** pay on demand to the Lessor on an indemnity basis all reasonable and proper costs fees disbursements charges and expenses (including without prejudice to the generality of the foregoing those payable to Counsel Solicitors Surveyors and Bailiffs) incurred by the Lessor in relation or incidental to:

   5.1 **Every** application made by the Lessee for a consent or licence required or made necessary by the provisions of this Underlease whether the same be granted or refused or proffered subject to any lawful qualification or whether the application be withdrawn

   5.2 **The** recovery or attempted recovery of arrears of the Yearly Rent the Maintenance Charge or any other sums due from the Lessee to the Lessor

To carry out statutory works

6. **To** do all such works or other things as shall under any statutory or other authority be required to be done in respect of the Demised Premises whether by the owner or occupier thereof and to conform in all respects with the provisions of and regulations made under any general or local Act of Parliament which may be applicable to the Demised Premises or any part thereof **AND** to keep the Lessor fully indemnified in respect thereof

To repair

7. **From** time to time and at all times during the Term to keep in good and substantial repair and condition the Demised Premises and the Lessor's fixtures and fittings

To paint interior

8. **To** prepare and paint with two coats of good quality paint in a workmanlike manner all the wood iron and other parts of the interior of the Demised Premises usually painted in every seventh year of the Term and in the last year of the Term as well and after every

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painting to redecorate in like manner and to stop whiten and colour all such parts as are usually so dealt with and to re-paper the parts usually papered with suitable paper of as good quality as that in use at the date hereof

To make good damage to adjoining property

9. **To** make good at the Lessee's expense to the reasonable satisfaction of the Lessor or its surveyor any damage occasioned by the exercise of the rights demised to the Lessee

To permit entry for repairs and cleansing

10. **To** permit the Lessor and the lessee or occupier of any of the Flats and their respective agents or workmen at any time or times during the Term at reasonable hours in the daytime upon giving reasonable written notice (except in the case of emergency) to enter upon the Demised Premises for the purpose of inspecting cleansing and for executing repairs or alterations upon or to the Block the Block's Common Parts the Common Services and/or upon any other of the Flats the party exercising such rights carrying out such works without unreasonable delay and making good to the Lessee all damage thereby occasioned but without compensation for any temporary damage or inconvenience

Not to make alterations without consent

11. **Not** at any time during the Term to make any structural addition or alteration to the Demises Premises and not to remove alter or reposition any partition wall or walls nor make any openings in any of them without the previous written consent of the Lessor (such consent not to be unreasonably withheld in the case of non-structural alterations to the internal layout and design) nor to carry out any operation constituting development within the meaning of the Town and Country Planning Act 1990 or any statutory amendment or replacement thereof for the time being in force

To use as private residence only

12. **Not** to use or occupy nor permit the Demised Premises to be used or occupied for any purpose whatsoever other than as a single private residence

Not to drive high-sided vehicles on the Estate Accessways

13. **Not** to drive or permit to be driven any high-sided vehicles on the Estate Accessways that would or may be likely to collide with any overhead parts of the Block

To comply with amendments and additions to regulations of the Fifth Schedule

14. **To** observe and comply with the regulations set forth in the Fifth Schedule and with any amendments thereto or any additional regulations as the Lessor may (consistent with the provisions of this Underlease) make to govern the use of the Block the Block's Common Parts the Common Services the Development's Common Parts the Demised Premise's Car Parking Space and/or the Visitors' Car Parking Spaces in the general interests of the residents on the Developer's Estate

No inflammable material

15. **Not** to store petrol or other inflammable material in the Demised Premises

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No spoil or waste or nuisance

16. **Not** to do or permit any waste spoil or destruction to or upon the Demised Premises nor to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or its tenants or the tenants or occupiers of adjoining premises and in particular of other of the Flats or the neighbourhood or whereby any insurance for the time being effected on the Demised Premises and/or the Block may be rendered void or voidable or whereby the rate of premium may be increased

To pay costs of abating nuisance

17. **From** time to time during the Term to pay all costs charges and expenses incurred by the Lessor in abating a nuisance arising from any act default or neglect of the Lessee and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a Local Authority or other statutory or official body

To permit Lessor to enter and view

18. **To** permit the Lessor or its agents with or without workmen and others at all reasonable times upon giving reasonable written notice (except in the case of emergency) during the Term at convenient hours in the daytime to enter the Demised Premises to view and examine the state and condition of the same and of all decays defects and wants of repair as shall be then and there found for which the Lessee may be liable hereunder to give the Lessee notice in writing and that the Lessee will remedy repair and amend the same within two calendar months' then next following the service of such notice

Lessor may enter and repair

19. **That** if the Lessee shall make default in any of the covenants hereinbefore contained for or relating to the repair or painting of the Demised Premises it shall be lawful for the Lessor to enter upon the Demised Premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the reasonable and proper expense of such repairs shall be repaid by the Lessee to the Lessor on demand with interest at four per centum per annum above the base lending rate of Barclays Bank plc or such other comparable base rate as the Lessor may from time to time reasonably nominate in writing from the date of demand to the date of payment

To yield up in good repair

20. **To** yield up the Demised Premises painted repaired and kept as aforesaid at the expiration or sooner determination of the Term quietly to yield up unto the Lessor together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the Demised Premises except tenant's fixtures

To pay costs of notices under Section 146

21. 21.1 **To** pay to the Lessor all reasonable and proper costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 (whether or not any right of re-entry or forfeiture has been waived by the Lessor or the Lessee has been relieved under the provisions of the said Act) in respect of the Demised Premises whether incurred in or in reasonable contemplation of proceedings under Section 146 or 147 of that Act

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21.2 **To** pay to the Lessor all reasonable and proper expenses including solicitors' costs and surveyor's fees incurred by the Lessor of and incidental to the service of all notices and schedules relating to wants of repair to the Demised Premises accrued not later than the expiration or sooner determination of the Term but whether such notices and schedules be served before or after such expiration or sooner determination

Absolute bar on assigning part

22. **Not** to assign or charge part only of the Demised Premises

No assignment in last seven years' without consent

23. **Not** during the last seven years' of the Term (except by Will) to assign or underlet or part with possession of the Demised Premises or any part thereof without the prior written consent of the Lessor

To register assignments etc. and become a member of the Lessor

24. 24.1 **Within** twenty one days' after every assignment devolution disposition charge underlease or agreement for tenancy (exceeding three years) of the Demised Premises or any part thereof whether by express deed or by operation or implication of law:

24.1.1 **To** give to the Lessor's solicitors notice in writing thereof specifying in such notice the name and address of the assignee or personal representative or other person in or to whom the Term or any part thereof may have become vested or charged and (if called upon) to produce the assignment probate letters of administration charge counterpart lease or agreement for tenancy or other evidence of devolution at the office of the said solicitors for registration and to pay the said solicitors a minimum fee of **FIFTY POUNDS** (£50.00) and such additional reasonable fee for each such registration as the Lessor may from time to time prescribe plus Value Added Tax thereon (if any) in respect of each such registration

24.1.2 **To** transfer the Lessee's share in the Lessor to an assignee and to procure that the assignee applies to the Lessor to become a member

24.2 **Within** twenty one days' of the creation of any licence to occupy or tenancy of three years' or less to give written notice thereof to the Lessor specifying therein the name and address of the Lessee's agents (if any) and the tenants or licences full names and the current address of the Lessee and for the avoidance of doubt no registration fee is payable in respect of any notice under this clause

Interest

25. **To** pay to the Lessor interest on all sums (whether rent or of any other kind) payable by the Lessee to the Lessor which are unpaid fourteen days' after the same shall become due at the rate of four per cent per annum above Barclays Bank plc base rate current during the time such interest shall accrue or such comparable base rate as the lessor may from time to time reasonably nominate in writing from the date of demand until the date of receipt of payment

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Headlease Covenants

26. **Not** to do any act matter or thing which would constitute a breach non-observance or non-performance of the covenants set out in the Headlease insofar as the same are applicable to the Demised Premises and are not the obligation of the Lessor under this Underlease

THE FIFTH SCHEDULE
Regulations to be observed by the Lessee

1. **The** floors throughout the Demised Premises (except those of all bathrooms and/or en-suites the kitchen and the WC) shall be suitably carpeted unless the Lessor has consented to the omission thereof and all reasonable precautions taken (including the placing of rubber or cork insulators) to deaden the sound of sewing machines dishwashers washing machines or other household machines radios gramophones television sets pianos or other musical instruments

2. **No** musical instrument wireless set television set loud-speaker audio or recording equipment or other mechanical or electronic instrument of any kind shall be placed or used or household machines used or noise made:

   2.1 **Between** the hours of eleven p.m. and eight a.m. or between such other times as the Lessor shall decide so as to be audible outside the Demised Premises or so as to cause annoyance or disturbance to the occupier of any the Flats or

   2.2 **At** any time so as to cause annoyance or disturbance to the occupier of any of the Flats

3. **The** Block's Common Parts shall not be obstructed with bicycles prams boxes or other objects and the entrance door of the Demised Premises shall be kept closed

4. **No** dirt rubbish rags or other refuse shall be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises

5. **No** name writing drawing signboard notice placard or advertisement of any kind shall be put on or in any windows or the exterior of the Demised Premises

6. **The** Block's Common Parts shall be used as quietly as possible at any time and in particular between the hours of midnight and eight o'clock in the morning

7. **No** children shall be allowed to play and no undue noise shall be made in the Block's Common Parts

8. **No** external wireless television aerials and/or satellite receiving equipment shall be affixed or erected by the Lessee on any part of the Developer's Estate or on any external surfaces of the Block and/or on the Balcony (if any)

9. **No** milk bottles or any other item shall be placed where it could or might cause a nuisance annoyance or inconvenience to owners tenants or occupiers of the Flats

10. **No** clothes or other articles shall be hung or exposed and no mat or carpet shall be shaken on the Balcony (if any) or from the entrance door or windows of the Demised Premises

11. **No** bird dog or other animal shall be kept in the Demised Premises without the previous written consent of the Lessor (and should such permission be given then any dogs shall

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be kept on a lead in whilst on the Developer's Estate including each and every part of the Block's Common Parts the Amenity Land and the Estate Accessways) **PROVIDED** nevertheless that such consent may be revoked at any time if in the opinion of the Lessor the bird dog or animal shall become a nuisance to the owner or occupier of any property on the Developer's Estate

12. **The** Lessee shall curtain and keep curtained all windows of the Demised Premises

13. **To** clean the inside and outsides of the windows of the Demised Premises once in every twenty-eight days'

14. **Not** to place anything other than domestic waste in the Bin Store all of which must be securely and hygienically contained in tied up waste disposal bags and placed in the Bin Store a neat and tidy manner and not to use the Bin Store in a manner as is or may be likely to cause a nuisance or annoyance to the owners or occupiers of the Flats

15. **Not** to allow or permit anything to be kept or placed on the Balcony at any time save for items of outdoors furniture and not to cause or permit the Balcony to be used in any manner which is or is likely to be a nuisance or annoyance to the occupier or owner of any other property on the Developer's Estate

16. **Not** to use the turfed or paved or tarmacked areas of the Amenity Land for any purpose except for access and egress and not to congregate or to sit out upon same or to use same for any purpose or in such a manner that is or is likely to be a nuisance or annoyance to the owner or occupier of any other property on the Developer's Estate

17. 17.1 **Not** to use the Demised Premise's Car Parking Space (if any) except to provide parking for one private motor vehicle ancillary to the residential use and occupation of the Demised Premises provided that the vehicle is in regular use
    17.2 **Not** to allow or permit to be parked in the Visitors' Parking Spaces any vehicle except a private motor car being used by a visitor to the Demised Premises which shall not in any event be parked therein for more than eighteen hours' in any twenty-four hour period nor to allow or permit the use of more than one of the Visitor's Car Parking Spaces at any one time
    17.3 **Save** as mentioned in the two immediately preceding sub-clauses not to allow or permit anything else to be placed or retained on either the Demised Premise's Car Parking Space or the Visitor's Car Park Spaces
    17.4 **To** keep the Demised Premise's Car Park Space neat and tidy and free of any rubbish

18. 18.1 **Not** to cause any obstruction to any part or parts of the Estate Accessways
    18.2 **Not** to drive or permit to be driven any high-sided vehicles on the Estate Accessways that would or may be likely to collide with any overhead parts of the buildings on the Developer's Estate

19. **Not** to keep anything other than a cycle in the Cycle Storage

THE SIXTH SCHEDULE
Covenants by the Lessor

To maintain

1. **To** maintain and keep in good and substantial repair and condition and (where necessary) renew:-

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1.1. **The** Block the Common Parts the Development's Common Parts and the Common Services (other than those included in this demise or in the demise of any other of the Flats)

1.2. **All** such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Underlease be enjoyed or used by the Lessee in common with the owners or lessees of any other of the Flats

1.3. **Such** of the boundary walls and fences of the Developer's Estate as belong to such land

1.4. **All** of the car parking spaces with the Developer's Estate as are not comprised within the curtilages of the freehold dwellinghouses built thereon

2. **Once** in every third year of the Term (if necessary) to wash stop and paint with two coats of good quality proprietary paint the whole of the exterior wood iron or other work of the Block including the Balcony (if any) heretofore or usually painted and grain and varnish such exterior parts as have been heretofore or are usually grained and varnished

3. **Once** in every fifth year of the Term to paint paper varnish colour grain and whitewash such of the interior parts of the Block as have been or are usually painted papered coloured grained and whitewashed (other than those parts included in this demise or in the demise of the Flats)

To light clean maintain and repair the Block's Common Parts

4. **To** keep the entrance halls landings and common service staircases of the Block's Common Parts clean and suitably lighted and the Block's Common Services in proper and good working order and condition

To light clean maintain and repair the Development's Common Parts

5. **To** keep the Development's Common Parts property lit cleaned (if appropriate) and in proper and good working order where appropriate including the entrance gates (if any) the Estate Accessways and lighting thereon (if any) and the Amenity Land and any other land and items provided thereon for the use and enjoyment of the occupiers and owners of the properties on the Developer's Estate

To maintain and repair the car parking spaces

6. **To** maintain and repair the car parking spaces comprised in the Development's Common Parts

To pay Rates

7. **To** pay any Council Tax rates of any kind taxes or other outgoings chargeable in respect of the Block's Common Parts and the Development's Common Parts

To employ necessary staff

8. **To** employ professional managing agents and such other servants staff or contractors as may be reasonably required to carry out all necessary works of maintenance cleaning and repairs and such other duties as are necessary for the proper running and management of the Block and the Developer's Estate in accordance with this Schedule

9. **To** observe and perform the covenants on the Lessor's part contained in the Headlease

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10. **To** make and enforce such regulations for the good management and conduct of the Block and the Developer's Estate as may from time to time seem appropriate

Accounts etc.

11. **To** prepare proper books of accounts of all costs charges and expenses incurred by it in carrying out the obligations contained in this Schedule

THE SEVENTH SCHEDULE
Provisions Governing Maintenance Charge

1. **The** Maintenance Charge shall include but without limitation the proper costs for:

1.1 **The** management and administration of the Lessor (including all fees or commissions payable to any Agents) and interest and other charges on any borrowing for the purposes of meeting the Lessor's obligations

1.2 **All** or any outgoings payable by the Lessor in respect of any part of the Block not demised to a lessee of any of the Flats and in respect of the Development's Common Parts

1.3 **The** creation of such reserves or sinking funds against future liabilities in respect of the Block and the Development's Common Parts as may seem prudent and desirable

1.4 **The** costs of and incidental to compliance with every notice regulation or order of any competent local or other authority affecting the Block and the Development's Common Parts but not any part or parts thereof intended for residential occupation

1.5 **The** fees charges and expenses of the Lessor's managing agents for the time being for managing the Block and the Development's Common Parts and the Common Services therein or thereon collecting the Maintenance Charges in respect thereof and carrying out such other duties as the Lessor requires or are imposed by the provisions of this Underlease and of any solicitor accountant surveyor agent or architect employed or instructed in connection with any question arising on the maintenance or management of the Block the Development's Common Parts and the Common Services installations therein or thereon and the ascertainment of the Maintenance Charge and the auditing of accounts in connection therewith **PROVIDED THAT** where the said management and other functions and duties are undertaken by the Lessor and not by managing agents or other third party there shall be included in the said annual statement the expenses and costs of the Lessor of carrying out such management and other functions and duties

1.6 **The** cost payable to the Lessor for insuring the Block

1.7 **Any** amount which the Lessor shall pay as a contribution towards or in respect of the expense of making repairing insuring maintaining rebuilding or cleansing the Block's Common Parts the Development's Common Parts and the Common Services

1.8 **All** legal and other proper costs incurred by the Lessor in making such applications and representations and taking such action as the Lessor shall

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think reasonably necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the lessees of any part/or parts of the Block or any part thereof or in respect of any part or parts of the Development's Common Parts but not any of the Flats or dwellinghouses built on the Developer's Estate

1.9 **Any** taxes which may be assessed or charged as a result of the demand or receipt of the Maintenance Charge

1.10 **Complying** with the Lessor's covenants set out in the Sixth Schedule

Provision for Variation of Maintenance Charge

2. 2.1 **If** in the reasonable opinion of the Lessor it should at any time become necessary and equitable so to do the Lessor shall have the power to recalculate on an equitable basis the Due Proportion and to notify the Lessee accordingly

2.2 **In** such case as from the date specified in such notice the amount of the Maintenance Charge shall be the amount so notified and all references in this Underlease to the Due Proportion shall be construed as references to the Due Proportion thereof as so altered

Half Yearly Payments on account of Maintenance Charge

3. 3.1 **THE** Lessee shall on account of the Maintenance Charge pay to the Lessor on the twenty-fourth day of June and the twenty-fifth day of December in each year of the Term one half of the Maintenance Charge on account for the current year

Additional payments on account of Maintenance Charge

3.2 **The** Lessee shall also pay on account of the Maintenance Charge to the Lessor within fourteen days' of written demand from the Lessor on its behalf (but not more often than once in any one year) such sum (additional to the half yearly payment) as the Lessor may by resolution of its directors determine in any year of the Term to be requisite to cover any actual or expected deficiency in the cash resources of the Lessor to meet the actual or expected outgoings of the Lessor in such year

Certificate of Lessor and payment of balance

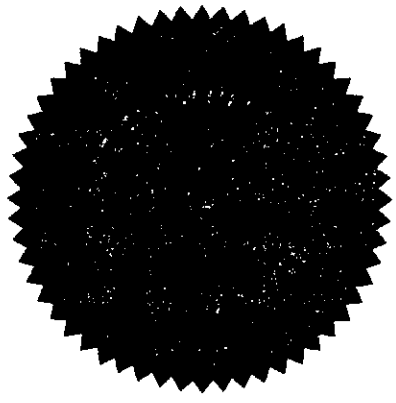
4. **AS** soon as practicable after the expiration of each year ending on the Twenty-fifth day of December the Lessor shall ascertain and certify the amount of the actual Maintenance Charge for the preceding twelve months' and the amount standing to the credit of the reserve fund and serve on the Lessee a copy of such certificate (which shall be binding and conclusive on the Lessee save for manifest error) and any balance remaining to be paid by the Lessee after giving credit for any interim payments made by the Lessee in respect of such year shall be paid by the Lessee within fourteen days' of the service of such certificate or (if there is a balance repayable to the Lessee) such balance shall be repaid by the Lessor within the like time **PROVIDED** that the Lessor may at its absolute discretion defer until three months' after the twenty-fifth day of December next following the date of the demise of the last of the Flats to be demised or the date of the sale of the last remaining dwellinghouse unsold on the Developer's Estate whichever is the latter the ascertainment and certification of the Maintenance Charge for any year of the Term ending prior to such date

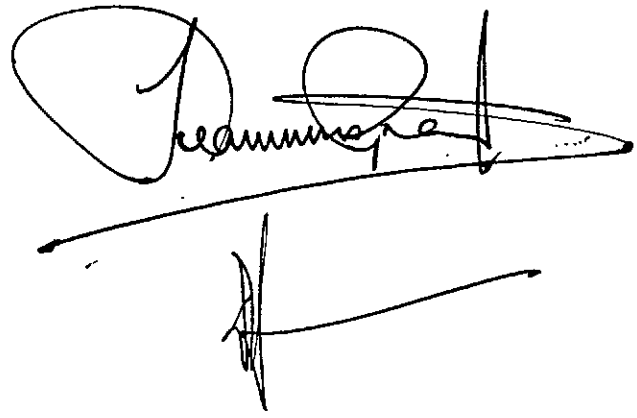
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THE EIGHT SCHEDULE
The Particulars

"Certificate of Value"	:	**IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Two hundred and Fifty Thousand Pounds (£250,000.00)
"Declaration of Joint Tenancy"	:	Not applicable
"the Demised Premises"	:	means **ALL THAT FLAT** known as 76 St Bartholomew's Court, Riverside, Cambridge CB5 8JD
"the Lessee"	:	**DEREK JOHN COOPER** of 22 Eastfield Road, Royston, Herts
"the Price"	:	**TWO HUNDRED AND FORTY-NINE THOUSAND NINE HUNDRED AND NINETY-FIVE POUNDS (£249,995.00)**
"the Term"	:	**ONE HUNDRED AND TWENTY FIVE YEARS** less the last three months' thereof calculated from the 25th day of December 2002
"the Yearly Rent"	:	£300.00 for the first thirty-three years of the Term £400.00 for the second thirty-three years of the Term £500.00 for the third thirty-three years of the Term; and £600.00 for the remainder of the Term

The **COMMON SEAL** of **RIVER VIEW MANAGEMENT COMPANY (CAMBRIDGE) LIMITED** was here unto affixed in the presence of:-)



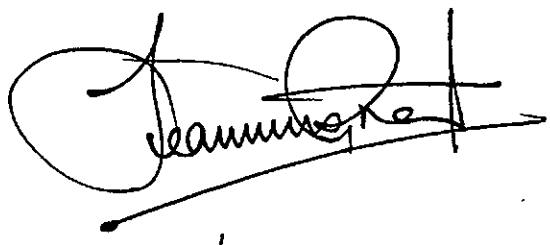


DIRECTOR

DIRECTOR

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