**DATED       2015**

**W. E. BLACK LIMITED**

and

**ALBANY GATE P B MANAGEMENT LIMITED**

**LEASE** of **COMMON PARTS**

relating to

a block of flats at 1-39 (inclusive) Albany Gate Darkes Lane Potters Bar EN6 1DN

Lynch Hall & Hornby

23 Peterborough Road

Harrow HA1 2BD

DX 4210 Harrow

(L/WEB/W0001/2482)

(Form approved by the Weymouth District Land Registry on       under reference HD787/     /SCT)

**Prescribed clause for the purposes of compliance with the Land Registration (Amendment) (No. 2) Rules 2005**

LR1 Date of Lease  2017 (“the Date”)

LR2 Title Numbers (“the Title Number”)

 LR2.1 Landlord’s Title Number HD54787

LR2.2 Other Title Numbers None

LR3 Parties to this Lease (“the Parties”)

 LANDLORD

W. E. BLACK LIMITED (Company Registration Number 00425267) whose registered office is situate at Hawridge Place Hawridge Chesham Buckinghamshire HP5 2ZD ("the Landlord")

TENANT

ALBANY GATE P B MANAGEMENT LIMITED (Company Registration Number 10462877) whose registered office is at 25 Glover Road Pinner HA5 1LQ ("the Tenant”)

LR4 Property (so defined only for the purposes of this schedule)As described in the Third Schedule to the Lease

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

LR5 Prescribed Statements etc.

 None

LR6 Term for which the Property is leased (“the Term”)

The term is as follows: One Hundred and Eighty Years (less one day) from the twenty fifth day of March One Thousand Nine Hundred and Eighty-Eight

LR7 Premium (“the Premium”)

 Nil

LR8 Prohibitions or Restrictions on disposing of this Lease:

 This lease contains a provision that prohibits or restricts dispositions

LR9 Rights of Acquisition

 LR9.1

 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

 LR9.2

##### Tenant’s covenant to (or offer to) surrender this lease

None

LR9.3

##### Landlord’s contractual rights to acquire this lease

None

LR10 Restrictive Covenants given in this Lease by the Landlord in respect of land other than the Property

 None

LR11 Easements

 LR11.1 Easements granted by this lease for the benefit of the Property

Contained in the Fourth Schedule

 LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other Property

Contained in the Fifth Schedule

LR12 Estate Rent Charge burdening the Property

 None

LR13 Application for standard form of restriction

 None

LR14 Declaration of Trust where there is more than one person comprising the Tenant

None

**H. M. LAND REGISTRY**

**LAND REGISTRATION ACT 2002**

**ADMINISTRATIVE AREA:** Hertfordshire:Hertsmere Borough Council

**TITLE NUMBER:** HD54787

**PROPERTY:** Common Parts of a block of flats comprising 1-39 Albany Gate Darkes Lane Potters Bar EN6 1DN

**THIS LEASE** is made on the Date **BETWEEN** the Parties

**WHEREAS:**

(1) In this Deed save as otherwise provided or unless the context otherwise requires:

(1) In this Deed save as otherwise provided and unless the context otherwise requires:

(a) “the Headlease” means a Lease dated the eleventh day of July Nineteen Eighty Nine and made between (1) British Railways Board (2) Rosehaugh Public Liability Company

(b) “Deed of Variation” means a Deed dated the seventh day of September 2015 and made between (1) National Rail Infrastructure Limited and (2) the Landlord

(c) “the Tenant" includes the successors in title of the Tenant

(d) “the Management Company” includes any company person or other organisation which has for the time being undertaken the obligations imposed on the Management Company by this Deed

(e) "the Property" means the property described in the First Schedule hereto comprising a station entrance hall and booking office and other Commercial Premises on the ground floor and thirty-nine flats in the floors above it above it

 (f) “the Flats" means the thirty-nine flats forming part of the Property and being numbers 1-39 (inclusive) Albany Gate Darkes Lane Potters Bar EN6 1DN-and "Flat" has a corresponding meaning

(g) “the Commercial Premises” means the commercial premises and station entrance hall and ticket office and other premises occupying the ground floor beneath the Flats but excluding the entrance lobby to the Flats

 (h) "the Leases of the Flats" means the Leases to be granted of the Flats a standard form thereof being referred to in the Second Schedule and annexed hereto (subject only to such amendments as circumstances may necessitate and as agreed by the Landlord's Solicitors)

(i) "the Demised Premises" means the premises described in the Third Schedule hereto

(j) "Owners" in relation to the Flats means in the case of a Flat let or demised (otherwise than by way of Mortgage) by the Landlord the holders for the time being of the term created by that letting or demise and "Owner" in relation to a flat has a corresponding meaning

(k) The Landlord is registered at H. M. Land Registry as proprietor with Absolute Title under the Title Number

(l) The Plan" means the plans Plan 1 and Plan 2 annexed hereto

**NOW THIS DEED WITNESSETH** as follows:

1. **IN** consideration of the rent hereinafter reserved and of the Tenant's covenants hereinafter contained the Landlord with Full Title Guarantee **HEREBY DEMISES** unto the Tenant **ALL THOSE** the Demised Premises **TOGETHER** with the rights easements and privileges set out in the Fourth Schedule hereto **EXCEPTING AND RESERVING** unto the Landlord and all others entitled or becoming entitled to the same the rights easements and privileges set out in the Fifth Schedule hereto **TO HOLD** the same (except and reserved as aforesaid) unto the Tenant for the Term **YIELDING AND PAYING** therefor a yearly rent of **ONE POUND (£1)** such rent to be paid on the 25th March in every year if demanded the Landlord demises the Demised Premises to the Tenant together with the benefit of the covenants and restrictions imposed by the Leases of the Flats thereupon the Owners thereof so far as such covenants and restrictions are intended to benefit the Demised Premises or the Tenant and so far as the benefit thereof can in law accrue to the Demised Premises or the Tenant
2. **THE TENANT HEREBY COVENANTS** with the Landlord to pay the rent hereby reserved and all existing and future rates assessments and outgoings now or hereafter imposed on or payable in respect of the Demised Premises or any part thereof but without prejudice to the right of the Tenant to recover the same from the Owners of the Flats under the Leases of the Flats
3. **THE TENANT HEREBY FURTHER COVENANTS** with the Landlord and the owners of the Commercial Premises for the time being that the Tenant will perform and observe and carry out or cause to be carried out on behalf of the Owners of the Flats the obligations set out in the First Part of the Sixth Schedule to the Leases of the Flats and the covenants obligations and services on the part of the Tenant and the Management Company in the Leases of the Flats contained and in particular:
4. will manage and conduct the business of managing the Property for the purpose of constituting and keeping the Property as a high class block of residential flats with Commercial Premises below on a high class residential estate
5. will lay out all sums received in respect of the Management Charges from the Owners of the Flats in fulfilment of the purpose for which the same shall be paid
6. to obtain from the Landlord the Landlord's previous consent in writing as required under the Leases of the Flats to all such acts matters and things proposed to be carried out by the Tenant in respect of the Property and any part or parts thereof
7. not to assign underlet charge or part with the possession of the Demised Premises or any part thereof
8. **THE LANDLORD HEREBY COVENANTS** with the Tenant that the Tenant duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained or referred to shall peaceably hold and enjoy the Demised Premises together with the rights hereby granted for the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for it and will in particular observe and perform all the covenants stipulations and conditions on its part contained in the Headlease and the Deed of Variation and will indemnify the Tenant in respect of any loss or damage occurring as a result of any breach thereof
9. **PROVIDED ALWAYS** that if and whenever the rent hereby reserved shall be behind or unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Tenant shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Tenant herein contained or referred to then and in any such case it shall be lawful for the Landlord or any person or persons authorised by the Landlord in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to again repossess and enjoy the Demised Premises as in its first and former estate anything herein contained to the contrary notwithstanding and thereupon the Term shall cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained or referred to

# IN WITNESS whereof this deed has been signed as a deed on the Date

**THE FIRST SCHEDULE** above referred to

The Property

**ALL THOSE** pieces or parcel of land situate at Albany Gate (formerly Metropolitan House) Darkes Lane Potters Bar EN6 1DN more particularly delineated on the Plan 1 and thereon edged red being the land registered at H. M. Land Registry with Absolute Title under the Title Number excluding the land at forecourt and ground levels as is tinted Pink on the Land Registry Filed Plan under the Title Number

**THE SECOND SCHEDULE** above referred to

Standard Form of Lease annexed

**THE THIRD SCHEDULE** above referred to

The Demised Premises

**FIRST ALL THOSE** areas edged green on the Plan (but expressly excluding any part of the interiors of the Flats and any areas demised by the Lease of the Commercial Premises) together with the refuse stores bicycle stores (if any) halls staircases lifts and lift wells stores landings steps passages and other parts of the Property which are used in common by the Owners or occupiers of any of the Flats or the owners for the time being of the Commercial Premises **SECONDLY ALL THAT** the external walls and main structural parts of the building housing the Flats or any part of them) (including the soil thereunder and the air space thereover) of the Property including the roof supports foundations and external parts thereof including the external windows (but not the glass in the windows or window furniture of the Flats nor the entrance door of the Flats nor the interior faces of such external walls as bound the Flats) the walls dividing the Flat from the common halls and other Flats staircases landings and all the cisterns tanks sewers drains gutters pipes wires cables ducts and conduits refuse stores door answering system and communal television aerial and other communication media (if any) not used solely for the purpose of one Flat and the joists or beams to which are attached any ceilings except where the said joists or beams also support the floor of a Flat **PROVIDED** that the Reserved Property shall not include parts of the Flats forming or intended to form part of the Demised Premises and the premises including or intended to be included in the Leases of the adjoining or neighbouring Flats or the Commercial Premises.

**THE FOURTH SCHEDULE** above referred to

Rights and Easements in favour of the Tenant and included in the Demise

1. The free right of passage and running of gas (if any) electricity water and soil from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which now are or may at any time hereafter be in under or upon the Flats or any part of the Property for the service of the Demised Premises and the Commercial Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
2. The right at all reasonable times upon giving notice with or without workmen and others as often as need or occasion shall require to enter the Flats or any part of the Property and the Commercial Premises (in case of emergency)and remain thereon for such reasonable time as is necessary for the purpose of complying with any of the covenants and obligations either hereunder or under the Leases of the Flats which cannot otherwise be complied with the Tenant making good forthwith any damage caused such rights not to be exercised unless (where necessary) reasonable notice has previously been given except in case of emergency
3. The full and free right for the Tenant its successors in title its servants and licensees at all reasonable times to enter upon the Property for the purpose of repairing maintaining renewing and replacing the cables and wires now erected or laid or which may at any time hereafter be erected or laid in or over or under the Property serving the Demised Premises the Tenant or other the person or persons exercising the rights hereby granted causing as little damage as possible to the Property and making good all damage caused
4. The benefit of the covenants and restrictions imposed by the Leases of the Flats upon the Owners so far as such covenants and restrictions are intended to benefit the Demised Premises or the Tenant and so far as the benefit thereof can in law accrue to the Demised Premises or the Tenant
5. All rights of support and other easements and privileges and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Demised Premises over the Flats
6. The right to the use and enjoyment of the lifts and lift wells television aerials television cabling and other communication media (if any) and door answering system on the Property and (so far as applicable) the cables and wires ancillary thereto which said television aerials and door answering system are intended to serve the Flats

7.. In so far as not granted in clauses 1-6 of the above sub-clauses all or any additional rights referred to in the Headlease and Deed of Variation as they are applicable to enable the carrying out its obligations herein

**THE FIFTH SCHEDULE** above referred to

Rights and Exceptions and Reservations for the benefit of the Landlord and its successors in title and the owners of the Commercial Premises for the time being to which the demise is subject

1. Of way at all times and for all purposes with or without motor vehicles to give access to and egress from the nearest public highway over and along the roadways and (on foot only) the footpaths on the Property (if any)
2. The free right of passage and running of gas (if any) electricity water and soil from and to other parts of the Property through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which now are or may at any time hereafter be in under or upon the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
3. The right at all reasonable times with or without workmen and others as often as needed or occasion shall require to enter the Demised Premises or any part thereof and remain thereon for such reasonable times as is necessary for the purpose of the proper performance of the Landlord's obligations imposed or intended to be imposed by the Leases of the Flats
4. The right for the Landlord and any statutory authority or other undertaking for the time being responsible for the provision of electricity gas water telephone or other main services to the Property upon giving reasonable notice in writing to lay and to connect into any pipes cables wires ducts or other media of supply under any part of the Property necessary for the supply of the aforesaid services to the Property or any part thereof or neighbouring or adjacent land **TOGETHER WITH** the right to dig up the surface of the Property for the purpose of laying maintaining and renewing and connecting into the said pipes cables wires ducts or other media above described and for the passage of water gas electricity telephone oil or other main services
5. All rights of support and other easements and privileges and all quasi easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Flats and the Houses
6. The right in common with the Tenant the Owners and occupiers of the Flats and the owners and occupiers of adjoining or neighbouring property and of the Commercial Premises and all others coming to or leaving the same and having the like right including the persons to whom the right has or may hereafter be granted to use for the purposes only of access to and egress from the Flats and the said adjoining or neighbouring property all such parts of the Demised Premises as afford access to the said adjoining or neighbouring property or egress therefrom

**EXECUTED** as a Deed by

## W. E. BLACK LIMITED

acting by two Directors/a Director

and its Secretary

Director

Director/Secretary

**EXECUTED** as a Deed by

## ALBANY GATE P B MANAGEMENT LIMITED

acting by two Directors/a Director

and it’s Secretary

Director

Director/Secretary