

DATED

*6th August*

2010

(1) RICHARD JONATHAN KING

(2) ASAD KHAN

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COUNTERPART LEASE

OF

**Ground Floor Shop Premises at  
7 Charleville Road, London W14 9JL**

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Term Commencing : *1st August* 2010  
Ending : *31st July* 2020  
Rent : £10,000 per annum rising to £12,000  
per annum (subject to increase)

GREGORY ROWCLIFFE MILNERS  
1 BEDFORD ROW, LONDON WC1R 4BZ

(Ref. C/RP/17535/0006)

# H.M. LAND REGISTRY

## LAND REGISTRATION ACT 2002

## LAND REGISTRATION RULES 2003

as amended by

## LAND REGISTRATION (AMENDMENT)(No 2) RULES 2005

<b>LR1 Date of lease</b>	
	6th August 2010
<b>LR2 Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b>
	Title Number 224284
	<b>LR2.2 Other title numbers</b>
	None
<b>LR3 Parties to this lease</b> <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>	<b>Landlord</b> RICHARD JONATHAN KING of 3 Campden House Terrace, Kensington Church Street, London W8 4BQ
	<b>Tenant</b> ASAD KHAN of 87 Sanger Avenue, Chessington, Surrey KT9 1BY
	<b>Other parties</b>
	None
<b>LR4 Property</b> <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	<b>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.</b>  The premises as specified in the Particulars on page 1 of this lease

<p><b>LR5 Prescribed statements etc</b>  <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i>  <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	<p><b>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.</b>  None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of:</b>  <del>Leasehold Reform Act 1967</del>  <del>Housing Act 1985</del>  <del>Housing Act 1988</del>  <del>Housing Act 1996</del></p>
<p><b>LR6 Term for which the Property is leased</b>  <i>Include only the appropriate statement (duly completed) from the three options.</i>  <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>From and including 1.08 2010  To and including 31.07 2020</p>
<p><b>LR7 Premium</b>  <i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None</p>
<p><b>LR8 Prohibitions or restrictions on disposing of this lease</b>  <i>Include whichever of the two statements is appropriate.</i>  <i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9 Rights of acquisition etc</b>  <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>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</b>  None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b>  None</p>
	<p><b>LR9.3 Landlord's contractual rights to acquire this lease</b>  None</p>



<p><b>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>  <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	None
<p><b>LR11 Easements</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b>  Easements as specified in the First Schedule</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>  Easements as specified in the Second Schedule</p>
<p><b>LR12. Estate rentcharge burdening the Property</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	None
<p><b>LR13 Application for standard form of restriction</b>  <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number 1]</p> <p>None</p>
<p><b>LR14 Declaration of trust where there is more than one person comprising the Tenant</b>  <i>If the Tenant is one person, omit or delete all the alternative statements.  If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	Not applicable

**PARTICULARS**

**DATE**

6<sup>th</sup> August 2010

**LANDLORD**

**RICHARD JONATHAN KING** of 3 Campden House Terrace Kensington Church Street London W8 4BQ ("the Landlord" which includes all persons entitled from time to time to the reversion immediately expectant upon the determination of this Lease)

**TENANT**

**ASAD KHAN** of 87 Sanger Avenue Chessington Surrey KT9 1BY ("the Tenant" which includes the personal successors and assigns in title of the Tenant)

**PREMISES**

all those ground floor shop premises known as 7 Charleville Road London W14 9JL as more particularly described in clause 1.5 of this Lease and as edged red on the plans attached hereto including the basement thereunder and the yard at the rear thereof and all additions and alterations thereto (except tenant's fixtures and fittings) and the appurtenances thereof but excluding the entrance to and the staircase leading to the flats above the shop premises

**RENT**

the yearly rent of **TEN THOUSAND POUNDS (£10,000)** exclusive for the period from the date hereof to the 30<sup>th</sup> day of June 2011 and thereafter the yearly rent of **TWELVE THOUSAND POUNDS (£12,000)** exclusive or any increase as hereinafter provided and so in proportion for any period of less than a year

**PRESCRIBED RATE**

Four Per Cent (4%) per annum above Base Rate

**BASE RATE**

The Base Rate for the time being of National Westminster Bank plc or some other London clearing bank nominated from time to time by the Landlord or in the event of the Base Rate being abolished such other reasonable comparable rate of interest as the Landlord shall from time to time reasonably determine

**TERM**

From and including the 1<sup>st</sup> day of August 2010 until the 31<sup>st</sup> day of July 2020



**THIS LEASE** made on the date and between the parties specified in the Particulars

**WITNESSETH** as follows:-

**1. INTERPRETATION**

**1.1.** The Particulars attached hereto form part of this Lease and (save where the context otherwise requires) the words and expressions contained in the Particulars shall have the meanings specified therein for the purposes of this Lease

**1.2.** In this Lease (save where the context otherwise requires) the following words and expressions shall have the following meanings:-

**“Building”** – the registered freehold property known as 7 Charleville Road London W14 9JL comprising the Premises and the flats on the first second and third floors and registered at H.M. Land Registry under Title Number 224284

**“Conduits”** – sewers drains gutters ducts mains pipes wires cables watercourses and other conducting media and all manholes inspection chambers and tanks

**“Group Company”** – a company that is a member of the same group as the Landlord or the Tenant (as the case may be) within the meaning of Section 42 of the Landlord and Tenant Act 1954

**“Insurance Rent”** – one quarter of the costs incurred by the Landlord in effecting insurance of the Building (including insuring against Loss of Rent and property owner’s and employer’s liability and obtaining valuations of the Building for insurance purposes)

**“Insured Risks”** - fire lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices storm flood impact by vehicles and damage by malicious persons and

vandals and such other risks as the Landlord may reasonably require from time to time and shall notify to the Tenant (to the extent that such risks are covered by and subject to the excesses exclusions limitations and conditions contained in the insurance policy effected by the Landlord)

**“Loss of Rent”** - loss of the rent (and any VAT chargeable in respect thereof) for such period (not less than three years)

**“Planning Acts”** the Acts defined as the Consolidating Acts in Section 1(1) of the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any modification extension or re-enactment thereof for the time being in force and any other statutes from time to time in force relating to town and country planning

**“Prescribed Rate”** – the rate of 4% per annum above the base rate or its equivalent charged from time to time by National Westminster Bank plc or such other bank (being a member of the Committee of London and Scottish Bankers) as the Landlord may from time to time nominate in writing as well after as before judgment interest at or by reference to such rate to be calculated on a daily basis and compounded with rests at the Rent Payment Days

**“Tenant’s Act or Default”** - any act neglect or default of the Tenant or any person deriving title under the Tenant or any employee agent licensee or invitee of the Tenant or of any such person

**“Utilities”** – drainage air water gas steam electricity communication and other services and supplies

**“VAT”** – value added tax and any tax of a similar nature substituted for it or in addition to it



- 1.3. Reference to any statute or any section thereof shall include all instruments orders bye-laws and regulations for the time being made issued or given thereunder or deriving validity therefrom and all other legislation of the European Union that is directly applicable in the United Kingdom
- 1.4. Words importing one gender shall include all other genders and the word "person" shall include a company and a corporation and where there are two or more persons included in the expressions "the Tenant" covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and references to the Tenant shall include references to each or any of those persons
- 1.5. The expression "the Premises" means the ground floor shop and the basement and yard forming part of the Building including:-
- 1.5.1. the floor and ceiling finishes (but not any other part) of the floor slabs and ceiling slabs or joists and rafters that bound the Premises
  - 1.5.2. the whole of all non-load bearing walls within the Premises including the plaster and other coverings
  - 1.5.3. the internal plaster and other surfaces of load bearing walls and columns within the Premises and of walls dividing the Premises from other parts of the Building or any adjoining property
  - 1.5.4. the whole of the shop front
  - 1.5.5. the doors and windows and door and window frames at the Premises
  - 1.5.6. all additions and improvements to the Premises
  - 1.5.7. all the Landlord's fixtures and fittings and fixtures of every

kind which shall from time to time be in or upon the Premises (whether originally fixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises

1.5.8. all Conduits that are in or on and that exclusively serve the Premises and

1.5.9. any equipment or apparatus that is in or on and that exclusively serve the Premises

1.6. Any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or allow such act or thing to be done

1.7. Reference to "this Lease" shall include any document supplemental or collateral to it or entered into pursuant to its terms

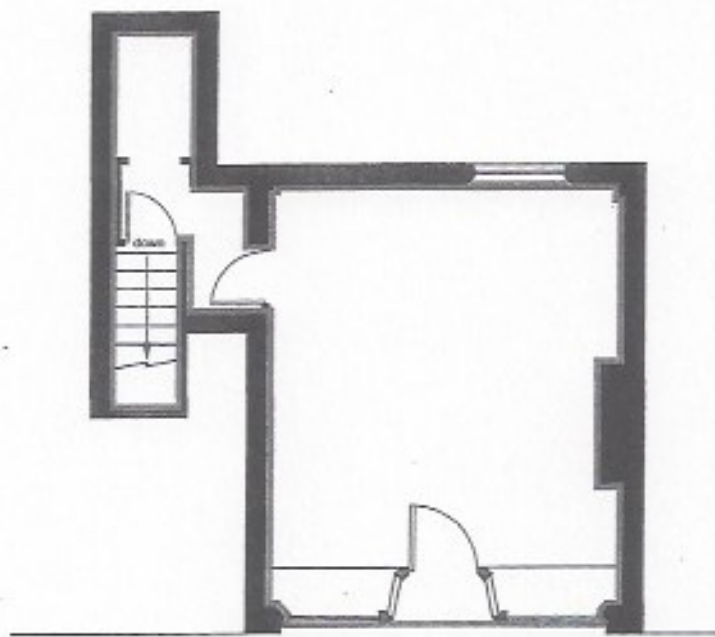
1.8. Any right of the Landlord in this Lease to have access to or entry upon the Premises extends to any superior landlord and any mortgagee of the Premises and to such persons authorised by the Landlord or any superior landlord or mortgagee including (without limitation) agents professional advisers contractors workmen and others and such persons shall be entitled to have access to or entry upon the Premises with all appropriate materials appliances and equipment

1.9. Any provisions in this Lease referring to the consent of the Landlord shall be construed as also requiring the consent of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent except where such obligation is imposed under the mortgage or superior lease granted to or by such mortgagee or superior landlord

7 Charleville Road  
London  
W14 9JL

Scale 1:100

Ground Floor



PAVEMENT

CHARLEVILLE ROAD

*[Handwritten signature]*  
29/July/2010

REV	AMENDMENT	DATE

REV AMENDMENT DATE

Magnolia Square Limited  
2 Sheraton Street  
Soho  
London  
W1F 8BH  
020 7479 4855

PRINT AT A4

PROJECT  
7 Charleville Road  
London  
W14 9JL

MEASURED SURVEY

DRAWING TITLE  
LEASEPLAN

SCALE 1:100 DRAWN BY DATE  
1:100 May 10

REVISED NUMBER 0 4835

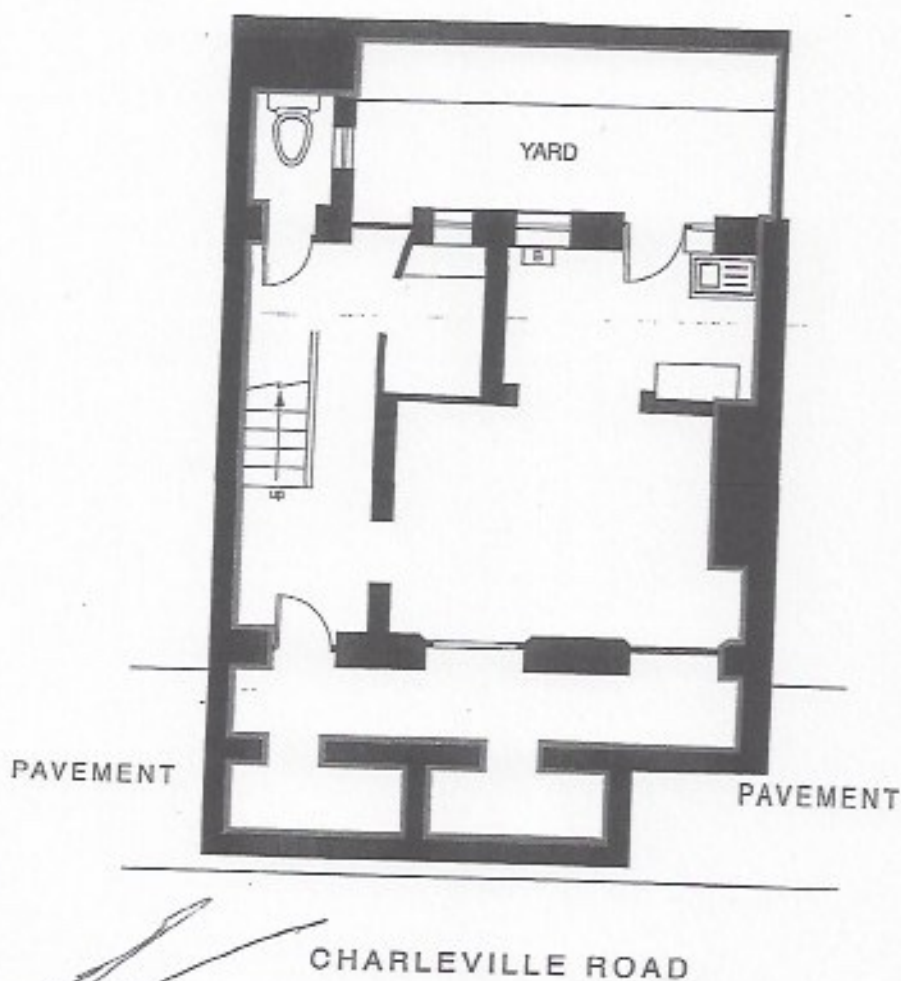




7 Charleville Road  
London  
W14 9JL

Scale 1:100

Lower Ground Floor



*[Handwritten signature]*  
29/ July / 2010

REV	REVISION	DATE
<p>Magnolia Square Limited 2 Sheraton Street Soho London W1F 8DH 020 7479 4855</p>		
<p>PRINT AT A4</p>		
<p>PROJECT 7 Charleville Road London W14 9JL</p>		
<p>MEASURED SURVEY DRAWING TITLE LEASEPLAN</p>		
SCALE 1:100	DRAWN BY	DATE May 10
DRAWING NUMBER -1	4935	

1.10. The perpetuity period applicable to this Lease shall be eighty years from the date hereof and wherever in this Lease either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring that future interest to vest within the stated period and for it to be void for remoteness if it shall not have so vested

1.11. Reference in this Lease to any clause sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause so numbered in or the Schedule to this Lease

1.12. Clause headings shall not affect the construction of this Lease

## 2. **THE DEMISE**

2.1. The Landlord **DEMISES** to the Tenant the Premises **TOGETHER** with the rights set out in the First Schedule **EXCEPTING AND RESERVING** as stated in the Second Schedule and **SUBJECT** to all rights easements privileges restrictions stipulations and other matters relating to the Premises for the Term

2.2. The rents reserved by this Lease are as follows:-

2.2.1. the Rent during the Term by equal monthly payments in advance on the first day of each month the first payment in respect of the period from the date hereof to the day before the next monthly rent payment day to be made on the execution hereof

2.2.2. the Insurance Rent payable on demand

2.2.3. any VAT payable in accordance with Clause 3.15

2.2.4. the payments due under Clause 3.3.4

2.2.5. any interest payable in accordance with Clause 3.18

## 3. **TENANT'S COVENANTS**

**THE TENANT COVENANTS** with the Landlord as follows:-

### **3.1 Rent**

To pay the Rent (whether demanded or not) and the other rents mentioned in Clause 2.2 without any deduction counterclaim or set off and to pay to the same by Direct Debit Order or other direct bank transfer to the Bank Account of the Landlord which and as the Landlord may specify from time to time

### **3.2 Rates taxes and other outgoings**

3.2.1 Promptly to pay all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature and even if of a novel nature) charged or assessed on or in respect of the Premises (excluding any payable by the Landlord (other than VAT) occasioned by receipt of the rents reserved by this Lease or by any disposition of or dealing with or ownership of any interest reversionary to the interest created by this Lease) and a fair proportion (as determined by the Landlord) of any rates taxes duties charges assessments impositions and outgoings as aforesaid charged or assessed on or in respect of the Premises and other property

3.2.2 If the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the end of the Term by reason of such relief being allowed to the Tenant or any person claiming title to the Premises through the Tenant in respect of any period before the end of the Term to make good such loss to the Landlord on demand

### **3.3 To repair**

3.3.1 From time to time and at all times during the Term well and substantially to repair and if necessary to rebuild and clean the interior of the Premises and the whole of the shop front and to



keep the same in good and substantial repair and condition together with all additions thereto and all glass in the windows doors and other lights of the Premises and all Landlord's fixtures and fittings and appurtenances of whatsoever nature thereunto belonging excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

- 3.3.2 In the fifth year and in the last three months of the Term howsoever determined to decorate the inside of the Premises and shop front including the exterior thereof with two coats of good quality paint and with paper for those parts normally papered or other suitable and appropriate materials of good quality in a workmanlike manner such decorations to be executed in such colours patterns and materials as the Landlord may reasonably and properly require
- 3.3.3 To clean the inside and outside of the windows of the Premises when necessary
- 3.3.4 To pay to the Landlord on demand a fair proportion (to be conclusively determined by the Surveyor for the time being of the Landlord) of any sums that may be incurred by the Landlord in or incidentally to performing its covenants in Clause 4.2 which shall include surveyors managing agents and other professional fees (if any) incurred in connection with or relating thereto
- 3.3.5 To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or

refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

### **3.3.6 Yield Up**

At the expiration or sooner determination of the Term quietly to yield up the Premises to the Landlord with vacant possession in good and substantial repair and condition in accordance with the covenants by the Tenant contained in this Lease

## **3.4 Right of Inspection**

3.4.1 To permit the Landlord after giving 48 hours written notice (except in an emergency) to enter and examine the condition of the Premises and in case any defects or disrepair or any unauthorised alterations additions or advertisements or any failure to comply with the provisions of any statutes or the requirements of any competent authority of the insurers shall then be found for which the Tenant is liable the Tenant will upon notice execute all repairs replacements removals or other works required within a reasonable period after such notice to the reasonable satisfaction of the Landlord and in case of default it shall be lawful for the Landlord to enter the Premises and execute such works and all expenses incurred shall on demand be paid by the Tenant to the Landlord as a debt

3.4.2 To permit the Landlord to enter the Premises to exercise any of the rights excepted and reserved by this Lease

**3.5 Alterations**

Not to make any alterations or additions to the Premises or any alteration to the external appearance of the Premises nor to cut maim alter injure remove or make any holes in or permit or suffer to be cut maimed altered injured removed or any holes cut out in any or in any part of the walls pillars piers beams columns steel work concrete work ceilings floors window panes window door frames doors partitions architraves skirtings or other structural parts and appurtenances of the Premises or make or permit or suffer to be made any change in or to the existing design of the Premises without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed

**3.6 Utilities**

3.6.1 To pay and indemnify the Landlord against all charges for Utilities consumed or used at or in relation to the Premises (including meter rents)

3.6.2 To comply with the requirements and regulations of any company or authority supplying Utilities to the Premises and not to overload any installations in the Premises

3.6.3 To provide maintain and keep secure within the Premises such meters as may be reasonably required by the Landlord from time to time for determining the cost of Utilities supplied thereto

**3.7 Advertisements and Signs**

Not to exhibit on the Premises any advertisement or sign visible from the outside of the Premises (other than usual trade signs and advertisements in the course of the Tenant's business) without the prior written consent of the Landlord and on written notice from the Landlord to remove any such advertisement or sign from the Premises



### 3.8

#### User

- 3.8.1 Not to use the Premises for any purpose other than as a reception and collection area for a dry cleaners (but not to install or use on the Premises dry cleaning machines) and for clothing repairs or for such other use within Classes A1 or A2 of the Town and Country Planning (Use Classes) Order 1987 as the Landlord shall consent to in writing such consent not to be unreasonably
- 3.8.2 To obtain renew and continue all licences and registrations and serve all notices required for the carrying out by the Tenant of any operations on or before the commencement or continuance by the Tenant of any use of the Premises
- 3.8.3 Not to do anything or omit to do anything on the Premises which if done or omitted to be done (as the case may be) may be dangerous offensive noxious illegal or immoral or which may be or cause a nuisance annoyance disturbance inconvenience loss or damage to the Landlord or any other person
- 3.8.4 Without prejudice to the foregoing sub-clause:-
- 3.8.4.1 Not to overload the Premises nor to overload or cause any obstruction or injury to any Conduits
- 3.8.4.2 Not to stop up darken or obstruct any window or light or way belonging to the Premises
- 3.8.4.3 To take all reasonable measures to prevent any new easement right or encroachment being made or acquired in against out of or upon the Premises
- 3.8.5 To comply with the Shop Covenants set out in the Third Schedule

**3.9 Alienation**

- 3.9.1 Not to assign or underlet or share part or parts only (as distinct from the whole) of the Premises and save as hereinafter permitted not to part with or share the possession or occupation of the whole of the Premises
- 3.9.2 Subject to the provisions of paragraphs 3.9.5, 3.9.6 and 3.9.7 of this sub-clause 3.9 not to assign or underlet the Premises as a whole without the written consent of the Landlord first obtained such consent not to be unreasonably withheld or delayed in the case of a respectable and responsible assignee or underlessee
- 3.9.3 Not to underlet the whole of the Premises at a fine or premium nor at a rent less than the rent payable hereunder or the open market rack rent of the Premises at the time of such underlease (whichever shall be the higher)
- 3.9.4 If so required by the Landlord on any assignment of the Premises to procure that the assignee enter into a covenant with the Landlord to pay the rents reserved by and perform and observe the covenants on the part of the Tenant contained in this Lease
- 3.9.5 The Landlord may impose any or all of the following conditions (which are specified for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) on giving any licence for assignment by the Tenant of the whole of the Premises
- 3.9.5.1 if the Landlord shall in his reasonable discretion so require to obtain acceptable guarantors for any assignee or proposed assignee to whom this Lease has been or is about to be assigned

3.9.5.2 the Tenant shall execute and deliver to the Landlord prior to the assignment a deed of guarantee (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) in such form as the Landlord shall reasonably require

3.9.5.3 if so reasonably required by the Landlord the proposed assignee shall upon or before any assignment and before taking occupation obtain a guarantee or guarantors reasonably acceptable to the Landlord who shall covenant with the Landlord in a deed in such terms as the Landlord shall reasonably require to guarantee the obligations of the assignee and in the event of this Lease being disclaimed to enter into a new lease in the same terms as this Lease for the residue then unexpired of the Term

3.9.6 The Landlord may withhold licence to an assignment if any of the following circumstances (which are specified for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) shall apply either at the date when application for the licence to assign is made or after that date but before such licence is given:

3.9.6.1 any of the rents reserved by this Lease remain unpaid;

3.9.6.2 subject to paragraph 3.9.6.3 below the Landlord has reason to consider that the proposed assignee is not a person who is likely to be able to



both comply with the tenant's covenants under this Lease and to continue to be such a person following the assignment;

3.9.6.3 the proposed assignee is a corporation registered in (or otherwise is resident in) a jurisdiction in which the order of a Court obtained in England and Wales will not be enforced without any consideration of the merits of the case

3.9.7 Upon the Landlord consenting to an underletting of the Premises to procure that the underlease shall contain:

3.9.7.1 an unqualified covenant on the part of the underlessee with the Landlord that the underlessee will not assign any part or parts of the underlet premises (as distinct from the whole) and will not underlet or (save by way of an assignment of the whole) part with or share possession or permit any person or company to occupy the whole or any part of the underlet premises

3.9.7.2 a covenant on the part of the underlessee with the Landlord that the underlessee will not assign the whole of the underlet premises without the previous consent in writing of the Landlord such consent not to be unreasonably withheld

3.9.7.3 such covenants by the underlessee which the Tenant hereby undertakes to enforce as to prohibit the underlessee from doing or suffering any acts or thing upon or in relation to the underlet premises which will contravene any of the

Tenant's obligations in this Lease

3.9.7.4 a condition for re-entry on breach of any covenant  
on the part of the underlessee

**3.10 Registration of assignments and other dispositions**

Within one month after the execution of any disposition affecting the Premises to send to the Landlord's Solicitors a certified copy of the document evidencing such disposition and pay such registration fee as the Landlord may reasonably require (being not less than fifty pounds plus VAT) in respect of each such document

**3.11 Notices**

To allow the Landlord to enter the Premises at any time within six months before the expiry or sooner determination of the Term to fix thereon a notice board for reletting the Premises and at anytime to fix thereon a notice board for selling the Landlord's reversion (but not so as to materially affect the access of light and air to the Premises) and not to remove or obscure such notice board and to permit all persons authorised by the Landlord to view the Premises at reasonable hours

**3.12 Comply with statutes and insurers' requirements**

To comply with the provisions of all statutes for the time being in force and requirements of any competent authority or the insurers relating to the Premises and their occupation and use and to indemnify the Landlord against any fine penalty or liability arising on account of any breach or non-compliance with the same (so far as the same are not covered by the Insured Risks)

**3.13 Planning Permission**

To comply with the conditions in any planning permission relating to the Premises and not to make any application under the Planning Acts (whether for planning permission or otherwise) in respect of the

Premises without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)

**3.14 Expenses relating to breaches of covenant and consents**

To pay to the Landlord on demand as a debt on a full indemnity basis all proper expenses and fees (including bailiffs' or other lawful collection agent's fees) reasonably incurred by the Landlord relating to the collection of rent arrears or the preparation and service of any notices under Section 17 of the Landlord and Tenant (Covenants) Act 1995 or the remedying of any breach of the tenant's covenants or the conditions in this Lease or the preparation and/or service of a schedule of dilapidations and/or a notice under Sections 146 or 147 of the Law of Property Act 1925 (even if forfeiture is avoided without a Court Order) or in connection with every application for consent or approval made under this Lease

And it is hereby declared that in respect of any such matter as aforesaid the Landlord shall be deemed to incur or suffer in respect of work done by the Landlord or by any Group Company of the Landlord or any person employed by the Landlord or any Group Company of the Landlord a reasonable fee not exceeding that which might properly have been charged for the same work by an independent person competent to deal with that work in the ordinary course of his business

**3.15 VAT**

3.15.1 To pay to the Landlord any VAT which the Landlord is unable to recover at the rate for the time being in force chargeable in respect of any rent or other payment made or other consideration provided by the Tenant under the terms of or in connection with this Lease and in every case where an



amount of money is payable or consideration is provided under this Lease such amount or consideration shall be exclusive of all VAT which may from time to time be properly payable thereon and such VAT shall be payable on the due date for the payment of such amount or the provision of such consideration on production of a valid VAT invoice addressed to the Tenant

3.15.2 In every case where the Tenant has agreed to pay or indemnify the Landlord against any payment made by the Landlord under the terms of or in connection with this Lease the Tenant shall also reimburse any VAT paid by the Landlord on such payment (save to the extent that such VAT is recoverable by the Landlord as its input tax but without in any way imposing any obligation upon the Landlord to exercise any option in order to facilitate or maximise recovery of its input tax)

### **3.16 Notification**

3.16.1 As soon as the Tenant becomes aware or ought reasonably to have become aware thereof to give full details to the Landlord of any damage to or any defect in the Premises

3.16.2 To supply to the Landlord a copy of any application notice decision order or other communication relating to the Premises or any neighbouring property as soon as reasonably practicable after the same comes to the notice of the Tenant

### **3.17 Indemnity**

Except to the extent that the same are covered by the Insured Risks to indemnify the Landlord against all actions proceedings costs claims demands expenses and liability in respect of the use or occupation of

the Premises the execution of any alterations additions or repairs to the Premises or any Tenant's Act or Default or any breach non-observance or non-performance by the Tenant or any undertenant of the covenants conditions or other provisions of this Lease

**3.18 Interest**

If any Rent or other monies due to the Landlord under the term of this Lease shall be unpaid for fourteen days after the same shall have become due or if the Landlord shall refuse to accept tender thereof by reason of a breach of covenant by the Tenant to pay on demand to the Landlord interest at the Prescribed Rate thereon from the due date until receipt thereof by the Landlord

**3.19 Statutory Requirements**

To comply with all obligations imposed by and do and execute or cause to be done and executed all such works acts deeds matters and things as under or by virtue of any regulation or any Act or Acts of Parliament for the time being in force as are or shall be properly directed or necessary to be done or executed upon or in respect of the Premises or any part thereof whether by the owner landlord lessee tenant occupier or user and without prejudice to the generality of this clause to comply with all Building and/or Fire Regulations and all obligations imposed under or by virtue of the Regulatory Reform (Fire Safety) Order 2005, Offices Shops and Railway Premises Act 1963, Defective Premises Act 1972 and all amendments or re-enactments thereof and regulations thereunder and any act or regulation concerning the user construction design and/or management of the Premises or of the Building and at all times to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

**LANDLORD'S COVENANTS**

**THE LANDLORD COVENANTS** with the Tenant as follows:-

**4.1 Quiet enjoyment**

While the Tenant complies with the terms of this Lease the Landlord shall allow the Tenant peaceably and quietly to possess and use the Premises without lawful interference by the Landlord or anyone who derives title from the Landlord or any trustee for the Landlord or by title paramount

**4.2 Maintenance etc of the Building**

4.2.1 maintain and keep in good and substantial repair and condition

4.2.1.1 the main structure of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and rainwater pipes (other than those included in this demise or in the demise of any of the flats in the Building)

4.2.1.2 all such Conduits as may be virtue of the terms of this Lease be enjoyed or used by the Tenant in common with the owners or tenants of the flats in the Building

4.2.1.3 the boundary walls and fences of the Building

4.2.1.4 all other parts of the Building not included in the foregoing sub-paragraphs and not included in this demise or the demise of any of the flats or other parts of the Building

4.2.2 As and when the Landlord shall deem necessary



4.2.2.1 to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted (excluding the shop front) and grain and varnish such external parts as have been heretofore or are usually grained and varnished

4.2.2.2 to paint paper varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any of the flats in the Building)

4.2.3 For the purpose of performing the covenants on the part of the Landlord herein contained at his discretion to employ on such terms and conditions as the Landlord shall think fit necessary surveyors contractors or such other persons as the Landlord may from time to time in his absolute discretion consider necessary

4.2.4 To employ at the Landlord's discretion a firm of Managing Agents to manage the Building and discharge all reasonable fees salaries charges and expenses payable to such agents or such other persons who may be managing the Building including the cost of computing and collecting the rents and service charges in respect of the Building or any parts thereof or if such work is undertaken by the Landlord or persons employed by the Landlord a reasonable fee to the Landlord for such work

4.2.5 Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the

absolute discretion of the Landlord may be considered necessary or advisable for the proper maintenance safety amenity and administration of the Building

5

## **INSURANCE**

### **5.1 Landlord's obligations**

The Landlord covenants with the Tenant to keep the Building insured against loss or damage by the Insured Risks in an amount which is the cost of rebuilding or reinstating the same and to insure against Loss of Rent consequent upon such damage and to produce to the Tenant on reasonable request details of such insurance and confirmation and evidence that the same is in force and in case of destruction of or damage to the Premises by any of the Insured Risks (unless such insurance shall be vitiated or payment of any of the policy monies refused in consequence of any Tenant's act or default) the Landlord will (subject to the provisions of Clause 6.7) with all convenient speed take such reasonable steps as may be requisite and proper to obtain any necessary permissions and consents to enable the Landlord to rebuild and reinstate the same and will as soon as such permissions and consents have been obtained lay out all monies received in respect of such insurance (except for Loss of Rent) in rebuilding or reinstating the Premises in substantially the same form or with such variations as the Landlord may require and in the event that there is a shortfall between the insurance monies received and the cost of reinstatement to make up such shortfall out of the Landlord's resources

### **5.2 Tenant's obligations**

5.2.1 The Tenant further covenants with the Landlord as follows:

5.2.1.1 Not to do or omit to do anything whereby any insurance policy effected by the Landlord relating to the Building may become void or voidable or whereby the premium payable in respect thereof

may be increased

5.2.1.2 Not to effect any separate insurance of the Building against any of the Insured Risks and if at any time the Tenant shall be entitled to the benefit of any insurance of the Premises then to apply all monies received by virtue of such insurance in making good the loss or damage in respect of which such monies shall have been received

5.2.1.3 To pay to the Landlord on demand the amount of any insurance monies in respect of the Building or any adjoining premises of the Landlord or any Group Company of the Landlord which cannot be recovered by reason of any Tenant's Act or Default

#### 5.2.2 Insurance

To insure and keep insured in the joint names of the Landlord and the Tenant in some insurance office or offices to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) any plate glass windows doors and partitions of the Premises against breakage or damage howsoever caused in its full reinstatement value for the time being and whenever so required to produce to the Landlord the policy or policies of such insurance and the receipt for the current years premium and in the event of any damage occurring in respect of which the Tenant shall be required so to insure then as often as the same shall happen all such monies received in relation to such insurance shall with all convenient speed be laid out in reinstating and making good the same and to make up any deficiency in such monies for that purpose from the Tenant



**5.3 Rent abatement in case of damage by the Insured Risks**

In case the Premises or any part thereof shall be damaged or destroyed by any of the Insured Risks so as to be unfit for occupation or use or inaccessible then (save to the extent that the insurance monies shall be irrecoverable by reason solely or in part of some Tenant's Act or Default) the Rent or a fair proportion thereof according to the nature and extent of the damage shall be suspended until the Premises shall be rendered fit for occupation and use or accessible or if earlier until the Loss of Rent insurance proceeds shall be exhausted and in the event of dispute as to the proportion or period of such abatement the same shall be referred to the determination of a single arbitrator in accordance with the Arbitration Act 1996 and any modification extension or re-enactment thereof for the time being in force

**5.4 Non-reinstatement of the Premises**

In the event of the insurance monies or any part thereof not being applied in reinstating the Premises because a national local or public or other authority shall have lawfully refused permission or otherwise lawfully prevented such reinstatement or if notice has been given under clause 6.7 of this Lease then the Tenant shall not be entitled to receive payment of any part thereof notwithstanding the payment of insurance premiums by the Tenant hereunder

**6. PROVISOS**

**IT IS HEREBY AGREED** as follows:-

**6.1 Proviso for forfeiture**

If the rents or other monies due to the Landlord shall be unpaid for twenty-one days (even if not formally demanded) or if the Tenant shall fail to remedy within twenty-one days after being notified so to do the

breach of any of the tenant's covenants or the conditions in this Lease or if the Tenant or any surety for the Tenant (being an individual and if more than one any of them) is adjudicated bankrupt or a receiver of his property is appointed or if the Tenant or any surety for the Tenant (being a company and if more than one any of them) goes into liquidation (otherwise than a members voluntary winding-up of a solvent company for the purpose of amalgamation or reconstruction previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed) or has an administrative receiver appointed or a receiver is appointed of any of its or their assets or ceases to exist or is dissolved or makes any assignment for the benefit of or enters into any arrangement with creditors then the Landlord may re-enter the Premises (or any part of them in the name of the whole) and the Term will absolutely determine but without prejudice to any right or remedy of the Landlord in respect of any antecedent claim or breach of covenant

**6.2 User**

The Landlord does not warrant that the Premises may lawfully be used for any purpose authorised by this Lease

**6.3 Compensation**

Any statutory right of the Tenant to claim compensation from the Landlord whether on vacating the Premises or otherwise is excluded to the extent that the law permits

**6.4 Works on adjoining or neighbouring properties**

The Landlord and any person authorised by the Landlord may at any time carry out any works (whether of construction demolition repair or otherwise) to any Conduits or any adjoining or neighbouring property and to re-route any Conduits in or access to the Premises or any

adjoining or neighbouring property and (in the absence of wilful default or negligence) the Landlord shall not be liable to the Tenant nor shall the Tenant make any objection or claim in respect of any disturbance inconvenience or loss of business that may be occasioned by the carrying out of such works

**6.5 Rights over adjoining or neighbouring property**

The provisions of Section 62 of the Law of Property Act 1925 shall not apply to this Lease and (save for the rights set out in the First Schedule) the Tenant shall not be entitled to any liberty privilege easement right or advantage over or against any adjoining or neighbouring property of the Landlord or any Group Company of the Landlord

**6.6 Notices**

The rules about serving notices in Section 196 of the Law of Property Act 1925 (as amended) apply to any notice given under this Lease

**6.7 Proviso for determination**

If through any cause whatsoever the Premises shall be destroyed or so substantially damaged that reinstatement is impracticable without the demolition of all or a substantial part of the Premises then either party may determine this Lease by giving to the other within two years following such destruction or damage not less than one calendar month's notice in writing and upon the expiration of such notice the Term shall cease and determine but without prejudice to any right or remedy of either party in respect of any antecedent breach of any of the covenants and conditions herein contained

**6.8 Entire Understanding**

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the



provisions of this Lease

**6.9 Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or any representation made in writing by the Landlord's solicitors to the Tenant's solicitors prior to the grant of this Lease

**6.10 New Tenancy**

This Lease is a new tenancy as defined in Section 1 of the Landlord and Tenant (Covenants) Act 1995

**6.11 Due Dates**

In the event of the Landlord (at the request of the Tenant) granting any concession as a result of which the Tenant is entitled to defer the payment of any monies due under this Lease then for all purposes in connection with this Lease (and in particular in relation to Section 17 of the Landlord and Tenant (Covenants) Act 1995) such monies shall be deemed to fall due on the subsequent date agreed between the Landlord and the Tenant pursuant to the concession in lieu of the earlier date

**7. INCREASE IN RENT**

**7.1** THE rent hereby reserved may be increased on and from the 1<sup>st</sup> day of August 2015 (hereinafter described as the "Review Date") if the Landlord shall by notice in writing given to the Tenant on or within six months before or at any time after the Review Date require a review of the rent payable hereunder on the Review Date in which event the said rent shall be revised on and from the Review Date to such an amount as shall be equal to the rent at which having regard to the terms of this

Lease (other than those relating to the amount of rent payable and any provision for a rent free period) and to any deed varying or licence or consent granted under this Lease the Premises might then reasonably be expected to be let in the open market without any premium being paid by the tenant and by a willing landlord to a willing tenant for a term equivalent to the residue then remaining unexpired of the term hereby granted with vacant possession and as though the covenants on the tenant's part herein contained had been fully observed by the tenant and as though the Premises are fully fitted out and available for immediate occupation by the tenant and as though any rent free period granted for fitting out works had just expired but disregarding the matters mentioned in paragraphs (a) to (d) of Section 34 of the Landlord and Tenant Act 1954 and also disregarding any effect that there may be had on the level of rent by charging VAT

**7.2** The amount of the said revised rent shall be determined either by written agreement between the parties or by a surveyor or valuer appointed in writing by the Landlord and the Tenant or should no such appointment be made by an independent surveyor appointed for the purpose by The President for the time being of the Royal Institution of Chartered Surveyors at the request of the Landlord and the Tenant or either of them who shall first make such request such surveyor or valuer howsoever appointed to act as an arbitrator and his fees to be borne in equal shares or as the surveyor or valuer shall determine and in the event of the Landlord discharging his fees then such fees payable by the Tenant shall be recoverable by the Landlord from the Tenant as rent in arrear

**7.3** In no circumstances shall the rent be reduced under the foregoing provisions of this clause and in particular should the amount of rent



fixed by a surveyor or a valuer under clause 7.2 be less than the rent payable immediately before the Review Date the rent shall nevertheless remain unaltered and be the rent payable immediately before the Review Date

- 7.4 If the amount of the revised rent shall not be ascertained under the foregoing provisions until after the Review Date the Tenant shall continue to pay rent at the rate payable hereunder immediately before the Review Date at the time and in manner as provided in this Lease and upon the next quarter day following the ascertainment of the amount of such revised rent the Tenant shall pay all arrears of the revised rent payable hereunder from the Review Date in addition to the rent then due and payable and shall pay interest at the Prescribed Rate on such arrears.

8. **TERMINATION BY TENANT**

The Tenant may by at least three months prior notice in writing to the Landlord terminate this Lease and the term hereby granted on the 6<sup>th</sup> day of August 2012 and on the expiration of such notice on the 6<sup>th</sup> day of August ~~2012~~ 2012 this Lease and the term hereby granted shall absolutely cease and determine but without prejudice to the rights of either party against the other arising out of any breach of covenant herein on or prior to termination **PROVIDED NEVERTHELESS** that such notice given by the Tenant shall not be effective and this Lease and the term hereby granted shall not cease and determine hereunder but shall continue if the Tenant shall not give vacant possession of the whole of the Demised Premises to the Landlord on or before termination date or if on the termination date any Rent or Insurance Rent due hereunder for any period up to the termination date shall remain due and unpaid or any service charge properly demanded hereunder shall be due and unpaid



9. Upon the expiration or earlier determination of the term the Tenant will:
- 9.1 deliver to the Landlord the original of this Lease and all other title deeds and documents relating to the Premises and
- 9.2 execute such deed or document as the Landlord shall reasonably require in order to cancel any entry or title relating to this Lease at the Land Registry and for the purposes of executing and delivering such deed or document referred to in this clause 9.2 the Tenant hereby irrevocably appoints the Landlord as its Attorney

**IN WITNESS** whereof this Lease has been duly executed as a deed and delivered on the day and year first before written

#### **THE FIRST SCHEDULE**

##### **Rights enjoyed with the demise**

1. The passage (subject to temporary interruption for repair alteration or replacement) of Utilities to and from the Premises through the Conduits now laid under or through any adjoining or neighbouring property of the Landlord
2. A right of entry (subject to giving 48 hours prior written appointment except in the case of emergency) upon any adjoining or neighbouring property of the Landlord as is necessary for the proper performance of the Tenant's covenants herein contained the person exercising such right of entry causing as little damage and disturbance as is reasonably practicable and the Tenant making good as soon as possible all damage occasioned thereby
3. The right of support protection and shelter from the remainder of the Building

#### **SECOND SCHEDULE**

##### **Exceptions and Reservations**

1. The passage of Utilities to and from the remainder of the Building and any

adjoining or neighbouring property through any Conduits now or hereafter within the Premises

2. The right to enter (and if necessary to break and enter) after giving 48 hours written notice (except in an emergency) on the Premises (causing as little damage and disturbance as is reasonably practicable and making good as soon as possible all damage occasioned thereby to the Premises the Tenant's fixtures equipment and stock) for the purpose of measuring or valuing the Premises or making inventories of the fixtures therein or inspecting the use thereof or complying with any statutory obligations or inspecting or testing any meters thereon or fulfilling the Landlord's obligations under this Lease or carrying out any works (whether of construction demolition repair or otherwise) to any Conduits the remainder of the Building or any adjoining or neighbouring property and including the right to take into use all boundary walls upon or serving the Premises and for such purpose to underpin shore up and bond and tie into the structure of the Premises and the right to erect and use scaffolding and other equipment on or outside the Premises
3. The right at any time to construct and maintain in over or under the Premises any Conduits for the benefit of the remainder of the Building or any adjoining or neighbouring property
4. The right to carry out or consent to the carrying out by any person of any construction or other works to the remainder of the Building or any adjoining or neighbouring property notwithstanding any diminution in the light or air enjoyed by the Premises or any temporary interference with the use and enjoyment of the Premises
5. All rights of support and protection afforded by the Premises to the remainder of the Building

### THIRD SCHEDULE

## **The Shop Covenants**

### **1. User**

- 1.1. Not to stand place deposit or expose outside any part of the Premises any goods materials articles or things whatsoever for the display or sale or for any other purpose
- 1.2. Not to discharge into any of the Pipes serving the Premises any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system
- 1.3. Not to install or use in or upon the Premises any machinery or apparatus which causes excessive noise or vibration which can be heard or felt in nearby premises or outside the Premises or which may cause damage
- 1.4. Not to play or use in the Premises any musical instrument loudspeaker tape recorder or gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Premises if the Landlord shall in its absolute discretion reasonably consider such sounds to be undesirable and shall give notice to the Tenant to that effect
- 1.5. Not without the Landlord's consent (such consent not to be unreasonably withheld or delayed) to install or erect any exterior lighting shade or awning at the Premises

### **2. Display**

To display and maintain on the exterior of the Premises a sign fascia showing the Tenant's name and business of a type size and design approved by the Landlord such approval not to be unreasonably withheld or delayed

**EXECUTED as a DEED by RICHARD JONATHAN KING in the presence of:-**

Witness

Signature

Print Name

Address

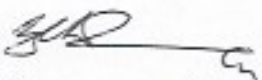
Occupation



EXECUTED as a DEED by :  
ASAD KHAN in the presence of:-



Witness:

Signature: 

Print name: MUSTABA CHOHAN

Address: 76 COWLEY RD  
ILFORD, ESSEX. IG1 3JJ

Occupation: BANKER