

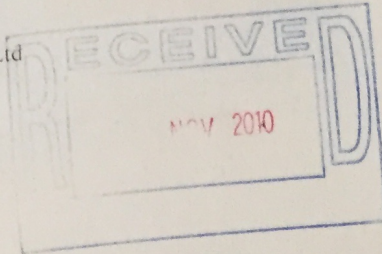
## LH5: Miscellaneous invoices

# ANCHOR DOOR SYSTEMS

ANCHOR DOOR SYSTEMS LIMITED  
Anchor House · Durham Street · London SE11 5JA  
Telephone: 020-7582 6598 · Fax: 020-7735 5691

Page 1

Canary Riverside Estate Mangement Ltd  
c/o Lee Baron Group  
40 Westferry Circus  
London  
E14 8RT



Invoice Date:	15/11/10
Invoice No:	40271
Your Order No:	

Details	Amount £	VAT £
<p>RE: CANARY RIVERSIDE</p> <p>To: Attend site on 5/11/10 and investigate reported fault to 50 Westferry Circus entry system. Fault found to be speech module defective.</p> <p>To: Take all necessary details and submit quotation to client for replacement unit.</p> <p>To: Investigate reported fault to Belgrave Court P2 door. Fault found to be sheer magnetic lock mis-aligned.</p> <p>To: Re-align sheer magnetic lock and leave in full working order.</p> <p>To: Investigate reported fault to Plaza entrance gate, proximity access card reader. Fault found to be defective proximity access card reader.</p> <p>To: Take all necessary details and submit quotation to client for replacement item.</p> <p>Our price for carrying out the above works:</p>	195.00	34.13
<p>CREM / RES 1 SC</p>		

*035 DOOR ENTRY SYSTEM  
£229.13  
smos/ord 22/11/10*

Total Cost:	£ 195.00
Total VAT:	£ 34.13

Total Invoice:	£ 229.13
----------------	----------

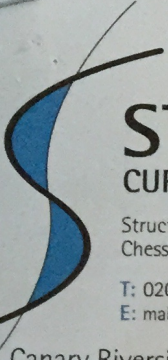
VAT Reg. No. 788 7876 31  
Company Reg. No. 2102349

**BACS PAYMENTS TO:**

Account: 80997447 Sort Code: 20:20:37

Anchor Door Systems Limited reserves the right to charge interest on the outstanding amount in accordance with the Late Payment of Commercial Debts Regulations 2002





# STRUCTURA

## CURTAINWALL ENGINEERING

Structura UK Limited, Unit 1, Oakcroft Road,  
Chessington, Surrey KT9 1RH, United Kingdom  
T: 020 8397 4361 F: 020 8391 5805  
E: mail@structura.co.uk W: www.structura-uk.com

INVOICE

Canary Riverside Estate Management Ltd  
Canary Riverside Estate Office  
40 Westferry Circus  
London  
E14 8RT

Contract No 15317  
Number 4660  
Date 18/11/2010  
Account CANARY

Our Ref. - Hanover House / S

Value £

AS PER YOUR ORDER NO: CREM/NC/291  
REF: HANOVER HOUSE LONDON

For carrying out roof coping repairs as per our quotation reference  
SK/27103/15317

2,109.00

CREM / RES 1  
SC  
£2,478.08  
1305 general repairs  
smostold 23.11.10

### £ VAT Analysis

Code	Rate	Supplies	VAT	Net	
1	17.50	2109.00	369.08	2109.00	-
				VAT	369.08 -
				<b>Total</b>	<b>2478.08</b> ✓

Any queries in respect of this INVOICE must be notified in writing to our Head Office within 7 days from the date of this INVOICE, failing which payment in full will be expected.

Retention of Title - Title to all goods supplied against this invoice remains with STRUCTURA UK LTD until payment is received in full



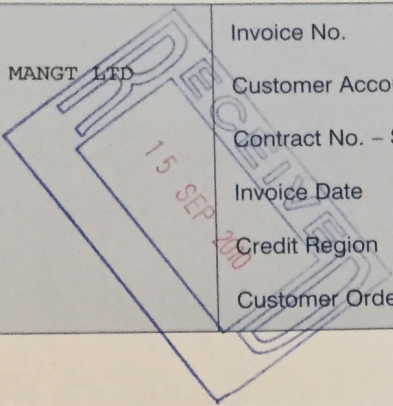
# INVOICE

Contractual Maintenance  
LEIA, Member of the Lift and Escalator Industry Association

# OTIS

Sheet **1**

CANARY RIVERSIDE ESTATE MANGT LTD C/O LEE BARON GROUP  40 WESTFERRY CIRCUS LONDON E14 8RT	Invoice No.	00932125
	Customer Account No.	CD7582
	Contract No. - See attached listing	
	Invoice Date	01/10/2010
	Credit Region	C06
	Customer Order No.	



*Crom / RF  
SC  
1502, lift maintenance contract  
circus apts  
& £,767.31  
J.O.W 21/9/10*

SITE ADDRESS: See Attached Listing

MAINTENANCE PERIOD: See Attached Listing

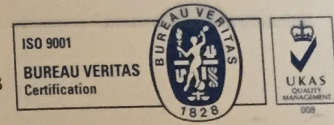
NOTES: CONTRACTUAL MAINTENANCE AT THE SITES LISTED.

Net Value Excluding VAT	£	4,057.29
VAT @ 17.50%	£	710.02
<b>Total Amount Due</b>	<b>£</b>	<b>4,767.31</b>

Terms: This invoice is due for payment on 01/10/2010

<p><b>Payment Methods:</b>                  By Cheque: Please make cheques payable to Otis Limited and forward payment to:                  Treasury Dept., Otis Limited,                  123 Abbey Lane, Leicester LE4 5QX</p> <p>By BACS: Bank: HSBC                  Sort code: 40-28-06                  Account No: 82095203                  Beneficiary: Otis Limited</p>	<p>In case of queries concerning this invoice, please contact:</p> <p>Joyce Joson                  0116 201 1352</p> <p>And quote the above Customer Account &amp; Contract No.</p>
---	---

Otis Limited. Registered Office: The Otis Building, 187 Twyford Abbey Road, London NW10 7DG. 20360383  
 Registered in London No. 147366. VAT Registration No. 494 5524 16.



**REMITTANCE ADVICE** Please detach this slip and return with your remittance to:

Customer A/C No.	CD7582	<b>TREASURY DEPARTMENT,                  OTIS LIMITED,                  123 ABBEY LANE,                  LEICESTER LE4 5QX</b>
Invoice No.	00932125	
Invoice Date	01/10/2010	
Credit Region	C06	
		Total Amount Due <b>£</b> 4,767.31

Please advise us of any change to your current invoicing address - see reverse of remittance advice

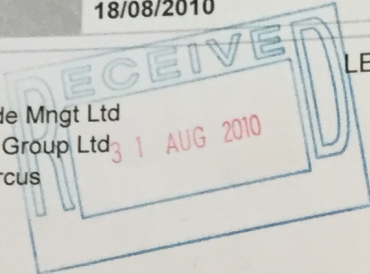


Invoice

DMG Delta Ltd  
 HEAD OFFICE:  
 Bentfield Place  
 Bentfield Road  
 Stansted  
 Essex CM24 8HL  
 T> 01279 810100  
 F> 01279 815554  
 E> info@dmgdelta.co.uk  
 W> www.dmgdelta.co.uk

Invoice No: 83189  
 Invoice Date: 18/08/2010

Invoice to: LEE003  
 Canary Riverside Mngt Ltd  
 C/O Lee Baron Group Ltd  
 40 Westferry circus  
 London  
 London  
 E14 8RT



Delivered to:  
 Canary Riverside Estate Management Office  
 40 Westferry Circus  
 London  
 E14 8RT

VAT Reg No: 741081559

Page 1 of 1

Order No: CREM/NC/274 Order Date: 30/07/2010 Job No: 57505

Description	Quantity	Price	Amount
OUR QUOTE Q34954 02/08/2010 VISIT REF 82582 ATTEND SITE AS REQUESTED TO UNDERTAKE WORKS AS PER OUR QUOTATION TML/LW/34954 AND YOUR ACCEPTANCE ORDER NUMBER CREM/NC/274. TO CARRY OUT A FULL SERVICE TO 8X CEILING CONCEALED FAN COIL UNITS AND CHECK THE DRAIN OUTLETS IN THE YANNIS OFFICES. LEFT SITE FULLY OPERATIONAL. FOR THE SUM OF	1.00	311.00	311.00

*Handwritten notes in table:*  
 Crem/Reg.  
 SC  
 1305, General Repairs and Maintenance  
 R365.43  
 S.O.W 6/9/10  
 Recharge back to L and level.  
 Yiannis.

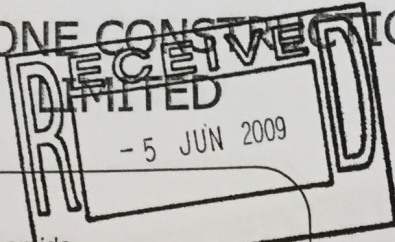
Rate %	17.50
Goods	311.00
VAT	54.43

Goods	311.00
VAT	54.43
Invoice Total	365.43





# QUAYSTONE CONSTRUCTION



## FEE INVOICE

Page 1 of 1

Canary Riverside  
 Estate Management LTD  
 LEEBARON Estate  
 40 West Fairy Circus  
 London  
 E14 8RT

Quaystone Construction  
 3 Horn Park Lane  
 Lee  
 London  
 SE12 8UX  
 Tel: 020 8293 0569

VAT Registration No :  
 Our Reference :  
**INVOICE NUMBER**  
 Date:

760 7867 94  
**PHOS**  
**0218**  
 04.06.09

Service Details	£
<p><b><u>Canary Wharf, Four Seasons Hotel</u></b></p> <p>Supply and lay red hot roll asphalt to repair entrance way to hotel car park. Repair two concrete man hole covers.</p> <p><i>CREM / EST</i></p> <p><i>SC</i></p> <p><i>1305 GENERAL REPAIRS</i></p> <p><i>£1840</i></p> <p><i>M. Bradley 9/6/09</i></p>	<p>£ 1,600.00</p>
<p>Net Amount Now Due</p>	<p>£ 1,600.00</p>
<p>V.A.T. @ 15%</p>	<p>£ 240.00</p>
<p>Carriage</p>	<p>-</p>
<p>Gross Amount due</p>	<p>£ 1,840.00</p>

**Please Make Payment To:**  
**HSBC**  
**9 Station Square**  
**Petts Wood**  
**Orpington**  
**Kent, BR5 1LR**

Account No. 41376071  
 Sort Code. 40-36-17



# JUST DRAINS

24~Hour  
Call out  
Service

220 Moor Lane  
Cranham  
Upminster  
Essex  
RM14 1HN

~ Drain Clearance, CCTV Camera Surveys & General Maintenance ~ Trace & Access of Water Leaks Undertaken ~  
~ Mobile: 07932 276941 ~ Fax: 01708 228088 ~ E-mail: lewis966@btinternet.com ~

TO: Canary Riverside Estate Man Ltd  
40 Westferry Circus  
Canary Wharf  
London  
E14 8RT

INVOICE: 400774

DATED: 30<sup>th</sup> June 2009

**Drain Clearance at: Four Seasons Hotel, 26 Hertmere Road, Canary Wharf, London, E14 4EF**

Emergency call out to rectify water leak into the garage area (Chiller Room) - water was cascading down; this was due to the blocked soil pipe leading down through the building into the main six inch pipe. Dismantled and rodded through - high pressure cleaned the blockage which was a large build up of fat and grease from the flats and the restaurant - re-fixed the fittings back to the soil pipe and tested out; left clear and free flowing.

LABOUR AND MATERIALS PLUS HIRE OF PLANT @

£380.00

TOTAL:

£380.00

CRUM IRF

SC

1305 GENERAL REPAIRS & MAINT

£380-00

M. Kelly 15/7/09

PLEASE MAKE CHEQUES PAYABLE TO: JUST DRAINS





Inenco, Petros House, St Andrews Road North, Lytham St Annes, Lancashire, FY8 2NF  
 t: 01253 785000 f: 01253 785001 www.inenco.com

Canary Riverside Estate Management Ltd  
 C/O Lee Baron Group  
 Canary Riverside Estate Office  
 40 Westferry Circus  
 Canary Wharf  
 London  
 Greater London



VAT Reg No 529 5409 27  
 Invoice Number 553136  
 Date 11/10/2010  
 Payment Due 10/11/2010  
 Account Number 279608

**Sales Invoice**

*Crom/Est  
 SC  
 1201, Electricity  
 £20,562.50  
 J.O.W 15/10/10*

For services in accordance with agreement

Fee for "Ongoing Administration of CCL/VAT Allowance" at £1000/qtr and provide administrative functions of distributing electricity to the Development at 28-50 Westferry Circus London	17,500.00
This invoice represents October to December 2010.	
Vat Standard UK	3,062.50
<b>Total amount due</b>	<b>£ 20,562.50</b>

Any queries, please contact David Kay

Please make remittance via BACS to:

**Bank: HSBC Sort Code: 40-45-11 Account Number: 62020025**

Inenco are part of Spice Plc

Inenco Energy Trading is regulated by the Financial Services Authority (FSA)

Members of the Utilities Intermediaries Association (UIA) and the Energy Systems Trade Association (ESTA)

Printed on paper from well managed forests controlled by the Forestry Stewardship Council (FSA)





LH6: Extracts from s.24 witness statements provided by  
Residential Land (Ms Whiting)



IN THE FIRST-TIER (PROPERTY CHAMBER)

BETWEEN

VARIOUS LEASEHOLDERS

Applicants

-and-

OCTAGON OVERSEAS LIMITED

Respondents

CANARY RIVERSIDE ESTATE MANAGEMENT LIMITED

---

WITNESS STATEMENT OF GAYNOR WHITING

---

I, Gaynor Whiting AIRPM of Residential Land Limited, 59-60 Grosvenor Street, London, W1K 3HZ will state:

1. I am employed as Portfolio Manager by Residential Land Limited of the above address. Residential Land Limited are retained as managing agents for Circus Apartments Limited.
2. Circus Apartments Limited purchased Circus Apartments on 20<sup>th</sup> February 2015. Bridgestreet Accommodation were retained as corporate tenants of the block and have been in residence since March 2003.
3. Circus Apartments Limited is responsible for the demised apartments within Circus Apartments. Canary Riverside Estate Management Limited is responsible for all of the internal common areas inside the block, and also the external structure, fabric, and window frames.

**4. Chiller Works**

When Circus Apartments Ltd completed on the purchase of Circus Apartments in February 2015, the chiller was not working; we are led to believe that the system had not been working since approximately May 2013. Our contribution to the chiller works was paid to Marathon Estates in April 2015 and we understand the majority, if not all residential lessees have also now paid. We have been chasing an update on when works are due to take place. We were advised during a meeting with Nicholas Parojcic of Marathon Estates on 12.01.16 that these works are due to start "very soon". We have received no further advice on the progress of these works since that meeting.

**5. Year End Accounts**

Since purchasing Circus Apartments on 20<sup>th</sup> February 2015, we have not been served with the 31<sup>st</sup> March 2015 year end accounts in accordance with S.21 Landlord and Tenant Act 1985 when they fell due on 30<sup>th</sup> September 2015.



IN THE FIRST-TIER (PROPERTY CHAMBER)

BETWEEN

VARIOUS LEASEHOLDERS

Applicants

-and-

OCTAGON OVERSEAS LIMITED

Respondents

CANARY RIVERSIDE ESTATE MANAGEMENT LIMITED

---

SUPPLEMENTAL is WITNESS STATEMENT OF GAYNOR WHITING

---

I, Gaynor Whiting (AIRPM) of Residential Land Limited, 59-60 Grosvenor Street, London, W1K 3HZ will state:

Whilst I previously believed that with the addition of Nicolas Parajcic to Marathon Estates we were seeing an improvement in the management services being provided, this has not been the case and since January this year when my earlier witness statement was submitted, we have received very little correspondence from Nicholas.

**4. Chiller Works**

The last correspondence we received in this regard was in the form of a newsletter received from the propertymanager@marathonestates on 22.04.2016 which stated simply that the chiller replacement continues on schedule. This is despite Nicholas 'assurance during our January meeting that he would keep us up-to-date; and it remains that whilst we paid our contribution of £56,891 on the 20.02.2015 we are still in the dark as to when we will benefit from air-conditioning.

**6. Insurance Claim**

- 6.40 25.01.16 - I sent an email to Nicolas stating we were pleased that he was engaging with us to find a resolution to the on-site issues as quickly as possible.
- 6.41 26.01.2016 - I sent an email to Nicolas confirming that we were still waiting for the response he had referred to from insurance company, and asking him to chase this, as well as procedures for future claims which was also promised but not received.
- 6.42 27.01.16 - I sent an email to Nicolas attaching photos of roof areas where plants are growing in the cracks between pavements and water pooling under the paving slabs suggesting the roof wasn't draining well. I also chased the insurance claim update and a copy of the insurance procedures.

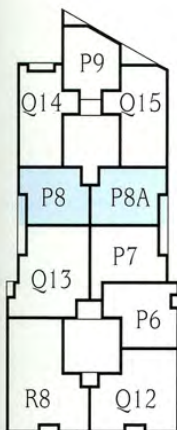


LH7: Extract from original Eaton House sales brochure



# EATON HOUSE

38 Westferry Circus, Canary Wharf, London E14



Levels 1, 2, 3, 4 & 5

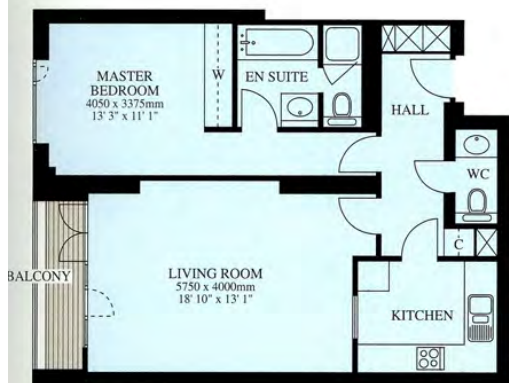
## 1 Bedroom apartment Type P9

### Availability

Apartment number	Level
14A	1st floor
24A	2nd floor
34A	3rd floor
44A	4th floor
54A	5th floor

Total floor area	Balcony area
70.0 sq m / 754 sq ft	3.3 sq m / 36 sq ft



## 1 Bedroom apartment Type P8/P8A

### Availability

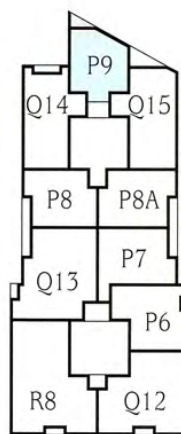
P8 Apartment number	Level
12A	1st floor
22A	2nd floor
32A	3rd floor
42A	4th floor
52A	5th floor

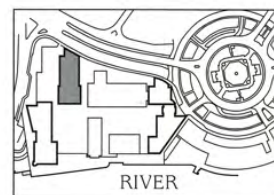
P8A Apartment number	Level
11A - is handed	1st floor
21A - is handed	2nd floor
31A - is handed	3rd floor
41A - is handed	4th floor
51A - is handed	5th floor

Total floor area	Balcony area
72.3 sq m / 778 sq ft	4.8 sq m / 52 sq ft



Levels 1, 2, 3, 4 & 5



Plans are not to scale. Areas are measured to centre line of party walls/curtain wall. Room dimensions are taken to face of wall and to the back of wardrobes. Key plans are indicative only.



LH8: 'Building service charge percentages' per residential leases



### Canary Riverside - Residential

Flat. No.	Building	Lease %	Flat. No.	Building	Lease %	Flat. No.	Building	Lease %
G1	Belgrave	0.42	G1	Eaton	0.36	21	Berkeley	0.22
G2	Belgrave	0.32	G2	Eaton	0.35	22	Berkeley	0.31
G3	Belgrave	0.36	11	Eaton	0.33	23	Berkeley	0.19
11	Belgrave	0.36	12	Eaton	0.41	24	Berkeley	0.34
12	Belgrave	0.39	13	Eaton	0.32	25	Berkeley	0.29
13	Belgrave	0.31	14	Eaton	0.21	31	Berkeley	0.22
14	Belgrave	0.31	15	Eaton	0.19	32	Berkeley	0.31
21	Belgrave	0.36	21	Eaton	0.33	33	Berkeley	0.19
22	Belgrave	0.39	22	Eaton	0.41	34	Berkeley	0.34
23	Belgrave	0.31	23	Eaton	0.32	35	Berkeley	0.29
24	Belgrave	0.31	24	Eaton	0.21	41	Berkeley	0.25
31	Belgrave	0.36	25	Eaton	0.19	42	Berkeley	0.28
32	Belgrave	0.39	31	Eaton	0.33	43	Berkeley	0.34
33	Belgrave	0.31	32	Eaton	0.41	44	Berkeley	0.29
34	Belgrave	0.31	33	Eaton	0.32	51	Berkeley	0.25
41	Belgrave	0.36	34	Eaton	0.21	52	Berkeley	0.28
42	Belgrave	0.39	35	Eaton	0.19	53	Berkeley	0.34
43	Belgrave	0.31	41	Eaton	0.33	54	Berkeley	0.29
44	Belgrave	0.31	42	Eaton	0.41	61	Berkeley	0.25
51	Belgrave	0.36	43	Eaton	0.32	62	Berkeley	0.31
52	Belgrave	0.39	44	Eaton	0.21	63	Berkeley	0.34
53	Belgrave	0.31	45	Eaton	0.19	64	Berkeley	0.29
54	Belgrave	0.31	51	Eaton	0.33	71	Berkeley	0.25
61	Belgrave	0.36	52	Eaton	0.41	72	Berkeley	0.31
62	Belgrave	0.39	53	Eaton	0.32	73	Berkeley	0.34
63	Belgrave	0.31	54	Eaton	0.21	74	Berkeley	0.29
64	Belgrave	0.31	55	Eaton	0.19	81	Berkeley	0.25
71	Belgrave	0.45	61	Eaton	0.33	82	Berkeley	0.31
72	Belgrave	0.47	62	Eaton	0.41	83	Berkeley	0.34
73	Belgrave	0.22	63	Eaton	0.32	84	Berkeley	0.29
74	Belgrave	0.23	64	Eaton	0.21	91	Berkeley	0.25
81	Belgrave	0.45	65	Eaton	0.19	92	Berkeley	0.31
82	Belgrave	0.47	71	Eaton	0.33	93	Berkeley	0.34
83	Belgrave	0.22	72	Eaton	0.41	94	Berkeley	0.29
84	Belgrave	0.23	73	Eaton	0.32	101	Berkeley	0.25
91	Belgrave	0.45	74	Eaton	0.21	102	Berkeley	0.31
92	Belgrave	0.47	75	Eaton	0.19	103	Berkeley	0.34
93	Belgrave	0.22	81	Eaton	0.33	104	Berkeley	0.29
94	Belgrave	0.23	82	Eaton	0.41	111	Berkeley	0.25
101	Belgrave	0.45	83	Eaton	0.32	112	Berkeley	0.31
102	Belgrave	0.47	84	Eaton	0.21	113	Berkeley	0.34
103	Belgrave	0.22	85	Eaton	0.19	114	Berkeley	0.29
104	Belgrave	0.23	91	Eaton	0.33	121	Berkeley	0.47
111	Belgrave	0.64	92	Eaton	0.41	122	Berkeley	0.44
112	Belgrave	0.64	93	Eaton	0.32	123	Berkeley	0.29
121	Belgrave	0.72	94	Eaton	0.21	131	Berkeley	0.47
122	Belgrave	1.06	95	Eaton	0.19	132	Berkeley	0.44
123	Belgrave	0.35	101	Eaton	0.33	133	Berkeley	0.29
G1A	Belgrave	0.26	102	Eaton	0.41	141	Berkeley	0.47
G2A	Belgrave	0.23	103	Eaton	0.32	142	Berkeley	0.44
G3A	Belgrave	0.19	104	Eaton	0.21	143	Berkeley	0.29
G4A	Belgrave	0.28	105	Eaton	0.19	151	Berkeley	0.47
G5A	Belgrave	0.26	111	Eaton	0.33	152	Berkeley	0.44
11A	Belgrave	0.26	112	Eaton	0.33	153	Berkeley	0.29
12A	Belgrave	0.31	113	Eaton	0.19	161	Berkeley	0.47
13A	Belgrave	0.23	114	Eaton	0.31	162	Berkeley	0.44
14A	Belgrave	0.19	115	Eaton	0.31	163	Berkeley	0.29
15A	Belgrave	0.28	116	Eaton	0.19	171	Berkeley	0.47
16A	Belgrave	0.28	121	Eaton	0.33	172	Berkeley	0.44
17A	Belgrave	0.26	122	Eaton	0.33	173	Berkeley	0.29



**Canary Riverside - Residential**

21A Belgrave	0.26	123 Eaton	0.19	181 Berkeley	0.47	
22A Belgrave	0.31	124 Eaton	0.31	182 Berkeley	0.44	
23A Belgrave	0.23	125 Eaton	0.31	183 Berkeley	0.29	
24A Belgrave	0.19	126 Eaton	0.19	191 Berkeley	0.47	
25A Belgrave	0.28	131 Eaton	0.33	192 Berkeley	0.44	
26A Belgrave	0.29	132 Eaton	0.33	193 Berkeley	0.29	
27A Belgrave	0.26	133 Eaton	0.19	201 Berkeley	0.5	
31A Belgrave	0.26	134 Eaton	0.31	202 Berkeley	0.5	
32A Belgrave	0.31	135 Eaton	0.31	211 Berkeley	0.81	
33A Belgrave	0.23	136 Eaton	0.19	212 Berkeley	0.81	
34A Belgrave	0.19	141 Eaton	0.5	<b>Total:</b>	<b>70</b>	
35A Belgrave	0.28	142 Eaton	0.58	G1 Hanover	0.33	
36A Belgrave	0.29	143 Eaton	0.41	G2 Hanover	0.23	
37A Belgrave	0.26	144 Eaton	0.17	G3 Hanover	0.3	
41A Belgrave	0.26	145 Eaton	0.27	G4 Hanover	0.27	
42A Belgrave	0.31	146 Eaton	0.68	11 Hanover	0.17	
43A Belgrave	0.23	11A Eaton	0.19	12 Hanover	0.24	
44A Belgrave	0.19	12A Eaton	0.19	13 Hanover	0.23	
45A Belgrave	0.27	13A Eaton	0.26	14 Hanover	0.3	
45A Belgrave	0.28	14A Eaton	0.18	15 Hanover	0.19	
46A Belgrave	0.29	15A Eaton	0.27	16 Hanover	0.31	
47A Belgrave	0.26	21A Eaton	0.19	17 Hanover	0.39	
51A Belgrave	0.26	22A Eaton	0.19	21 Hanover	0.17	
52A Belgrave	0.31	23A Eaton	0.26	22 Hanover	0.24	
53A Belgrave	0.23	24A Eaton	0.18	23 Hanover	0.23	
54A Belgrave	0.19	25A Eaton	0.27	24 Hanover	0.3	
55A Belgrave	0.28	31A Eaton	0.19	25 Hanover	0.19	
56A Belgrave	0.29	32A Eaton	0.19	26 Hanover	0.31	
57A Belgrave	0.26	33A Eaton	0.26	27 Hanover	0.43	
61A Belgrave	0.26	34A Eaton	0.18	28 Hanover	0.34	
62A Belgrave	0.31	35A Eaton	0.27	31 Hanover	0.17	
63A Belgrave	0.23	41A Eaton	0.19	32 Hanover	0.24	
64A Belgrave	0.19	42A Eaton	0.19	33 Hanover	0.23	
65A Belgrave	0.28	43A Eaton	0.26	34 Hanover	0.3	
66A Belgrave	0.29	44A Eaton	0.18	35 Hanover	0.19	
67A Belgrave	0.26	51A Eaton	0.19	36 Hanover	0.31	
71A Belgrave	0.26	52A Eaton	0.19	37 Hanover	0.43	
72A Belgrave	0.28	53A Eaton	0.26	38 Hanover	0.34	
73A Belgrave	0.26	54A Eaton	0.18	41 Hanover	0.33	
<b>Total:</b>	<b>99</b>	<b>31.4%</b>	55A Eaton	0.27	42 Hanover	0.23
			61A Eaton	0.26	43 Hanover	0.3
			62A Eaton	0.26	44 Hanover	0.18
			63A Eaton	0.29	45 Hanover	0.29
			64A Eaton	0.28	46 Hanover	0.47
			71A Eaton	0.26	51 Hanover	0.6
			72A Eaton	0.26	52 Hanover	0.47
			73A Eaton	0.29	53 Hanover	0.51
			74A Eaton	0.28	<b>Total:</b>	<b>36</b>
			81A Eaton	0.26	<b>10.8%</b>	
			82A Eaton	0.26		
			83A Eaton	0.29		
			84A Eaton	0.28		
			91A Eaton	0.26		
			92A Eaton	0.26		
			93A Eaton	0.26		
			94A Eaton	0.27		
			101A Eaton	0.26		
			102A Eaton	0.26		
			103A Eaton	0.26		
			104A Eaton	0.27		

	No. of flats	%
<b>Belgrave</b>	<b>99</b>	<b>31.4%</b>
<b>Eaton</b>	<b>120</b>	<b>33%</b>
<b>Berkeley</b>	<b>70</b>	<b>24.4%</b>
<b>Hanover</b>	<b>36</b>	<b>10.8%</b>
	<b>325</b>	<b>100.0%</b>



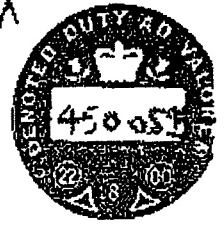
LH9: Extract from Circus apartments underlease

DD Ad Val  
£650,055

H M LAND REGISTRY  
LAND REGISTRATION ACTS 1925 - 1990

LONDON BOROUGH :  
LANDLORD'S TITLE NO :  
PROPERTY :

TOWER HAMLETS REVENUE  
PRINCIPAL  
EGL 35535422 AUG 2000  
CANARY RIVERSIDE, STAMP OFFICE 1  
CANARY WHARF, LONDON E14



UNDERLEASE OF PART

PARTICULARS:

- Date : 26<sup>th</sup> July 2000
- Premises : All the interior areas from the floor of the ground floor to the ceiling of the tenth floor of that part of Eaton House, 38 Westferry Circus, Canary Wharf, London E14 as to which the ground floor is edged brown on Plan Number 1 attached as more particularly described in Clause 1.36 of this Lease
- Parking Space : The Parking Spaces numbered 82 83 84 85 86 87 88 89 90 91 100 101 102 103 104 105 106 107 108 and 109 on Lower Level 2 Westferry Circus Canary Wharf, London E14 which spaces are edged red on Plan Number 3 attached.
- Landlord : CANARY RIVERSIDE DEVELOPMENT PTE LIMITED of 95 South Bridge Road #13-01 Pidemco Centre, Singapore 058717 whose address for service in the UK is at Pemberton House, 15 Wrights Lane, London W8 5SL
- Tenant : QUIN PROPERTIES PTE LIMITED of 50 Cuscaden Road, #08-01 HPL House, Singapore whose address for service in the UK is at Pemberton House, 15 Wrights Lane London W8 5SL
- Price : £12,858,685.00
- Commencement Date : 28th May 1997
- Term : 999 years (less 3 days) from the Commencement Date.
- Rent : One Peppercorn
- Building Service Charge Percentage : 10.82% or the sum of the Percentages shown in the Eighth Schedule relating to the Flats listed in the Eighth Schedule less the sum of the Percentages shown in the Eighth Schedule relating to such Flats as have been surrendered under the terms of Clause 32 of the Lease



LH10: Extract from contract with Otis re lifts

*Service Contract*  
*Lifts*

**OTIS**



## Scope of Services

With the Otis Service Contract, Otis is committed to providing its most comprehensive preventive maintenance, repair and communication programme delivering:

- Safe and Quality servicing of the Equipment,
- Increased reliability of the Equipment through planned repairs,
- Committed response time in the event of a Breakdown,
- Communication of changes to regulations, legislation and technical assistance.

## PREVENTION AND SAFETY

### *OTIS COMMITMENT*

Specialist Otis engineers performing the Services detailed below will promote safe and reliable operation of the Equipment.

- Programmed Maintenance to ensure stability of operational characteristics of the Equipment through the term of the Contract,
- Detailed examination of all safety devices,
- Undertake to expose and/or test certain components required by a competent person in performing a thorough examination of a lift where this is recommended and at the maximum intervals detailed in the SAFed guidance note Appendix III (published at the date hereof),
- Constant Remote Elevator Monitoring ("REM<sup>®</sup>") to ensure declared Equipment availability,
- Fault identification by REM<sup>®</sup> to ensure Optimised Equipment availability.

### **Specialist Otis Personnel**

All service operation functions are performed by specialist Otis engineers or pre-qualified sub-contractors. These engineers have the backup of a network of regional, national and international experts ensuring Otis' industry-leading safety and quality standards are maintained.

Otis engineers are trained and up-dated on in-house developed training programmes to promote safe and reliable operation of the Equipment.

### **Programmed Maintenance**

Otis Programmed Maintenance is individually designed for the type of Equipment and its environment. This tailored programme of inspection, cleaning, adjustment and lubrication will ensure safe, reliable and efficient operation, minimising risk of Equipment failure and prevention of premature component wear.

The Programmed Maintenance system is further enhanced by the use of Remote Elevator Monitoring (REM<sup>®</sup>) system, which constantly monitors and assesses the Equipment's performance against set parameters and dictates supplementary Maintenance tasks.

Maintenance visits are performed during Otis Working hours.

### **Remote Elevator Monitoring ("REM<sup>®</sup>")**

Otis will connect all lifts designated as passenger carrying listed in the contract schedule to REM<sup>®</sup>. The REM<sup>®</sup> system monitors the operational status of the Equipment 24 hours a day and communicates information on performance to Otisline<sup>®</sup>. With this information Otis is often able to initiate the required action before a malfunction of the Equipment occurs.

### **Safety and Quality Audit**

Every year a safety and quality audit will be carried out by an Otis specialist.

The results of the audit and inspection will be reported to the Customer by Otis. The report will include changes to codes, regulations and legislation and contain sections on Equipment repair, not covered by the Contract, for budgetary purposes. Details of Otis new technology to help improve the Equipment's reliability, performance and aesthetics will also be included.

### **Otis Programme of Risk Assessment ("OPRA<sup>®</sup>")**

As part of alternate safety and quality audits, an Otis Programme of Risk Assessment will be carried out by an Otis specialist.

The results of this risk assessment will be reported to the Customer by Otis for inclusion in the building safety plan. The report will detail the risk associated with the lift equipment, the numerical risk rating, an estimate of an acceptable risk rating, together with the recommended mitigating safety measures to reduce the risk.

## Scope of Services

### Repair & Replacement of Parts

Minor repairs required to the Equipment as a result of normal use will be undertaken at the time of performing Programmed Maintenance. Major repairs will be planned and carried out by specialist Otis engineers or sub-contractors at times agreed with the Customer on a minimum of one week's notice being given by Otis.

The Otis Service Contract ensures that during the design life of the Equipment all replacement parts and Labour are provided including the following major assemblies:

- Gear parts and drive sheaves;
- Motors and motor generators;
- Brake coil and brake linings;
- Relays, printed circuit boards and components including latest versions of software;
- Solid state drive units;
- Traction, compensation and overspeed governor ropes or chains;
- Door equipment including motors, gears, locks, rollers, shoes and hanger tracks;
- Lamps for standard Otis car lighting, indicator lamps, matrix display units for indicators and direction signals;
- Rollers and liners for car and counterweight guide shoes;
- Pumps, pump motors, cylinders, pistons, seals, oil, valves and non sealed in piping for hydraulic installations;
- Lamps for lift shaft lighting.

Otis warrants that only Otis fully approved parts will be used in carrying out repairs. Repairs will be carried out during Otis Working Hours.

### SAFed Examination and tests

If required by a competent person performing a thorough examination of a lift, Otis will expose and/or test certain components where this is recommended at the maximum intervals detailed in the SAFed guidance note Appendix III (published at the date hereof). The thorough examination performed by a competent person indicates the condition of the lift at that time. The absence of any defects requiring attention either immediately or within a specified time scale implies that subject to normal use, with no change of duties and with Otis Programmed Maintenance, the lift is suitable for safe use until the next scheduled thorough examination.

## RESPONSIVENESS

### *OTIS COMMITMENT*

In the event of Equipment Breakdown resulting in passenger entrapment, Otis warrants that:

- The passenger will be reassured by a telephone link forming part of the REM<sup>®</sup> system,
- Action will be taken immediately to dispatch a specialist Otis engineer,
- The specialist Otis engineer will arrive at the site with access assured, within the time stated in the Contract Schedule irrespective of time, day or night.

In other cases where passengers are not entrapped, the arrival time will be within the time stated in the Contract Schedule.

### **Otislíne<sup>®</sup>**

Otislíne<sup>®</sup> a national Freephone response service, ready to receive telephone calls 24 hours a day every day all year around. On receipt of a telephone call or Equipment malfunction message from the on-site REM<sup>®</sup>, a specialist Otis Engineer will be alerted.

Each telephone call is logged and tracked through a computerised call management handling system, to measure the response by Otis and check that it is within the response time specified in the Contract Schedule.

### **REM<sup>®</sup>: Entrapped Passenger Reassurance**

When an entrapped passenger pushes the alarm button, REM<sup>®</sup> sets up an immediate voice communication between Otislíne<sup>®</sup> and the lift ensuring entrapped passengers are reassured and informed of the action being taken.

### **REM<sup>®</sup>: Failure Diagnosis**

On detection of an Equipment malfunction, REM<sup>®</sup> automatically sends an alarm to Otislíne<sup>®</sup>.

Using this information, and with access assured, Otis are able to respond and take corrective action for reinstatement of the Equipment.

### **Twenty Four Hour Service**

Otis provides a twenty four hour Emergency and Breakdown service.



## Scope of Services

### Breakdown Service

On receipt of a Customer call informing of Equipment Breakdown, a specialist Otis engineer will be instructed to attend site within the response time stated in the Contract Schedule.

Priority response is guaranteed to incidents involving entrapped passengers.

### Availability of Spare Parts

In the performance of this Contract, Otis utilises only Otis fully approved replacement parts, assemblies and lubricants. Currently the Otis Service Centre stocks in excess of 9000 parts and is computer linked with Otis world-wide spare parts centres.

## COMMUNICATION AND TECHNICAL ASSISTANCE

### *OTIS COMMITMENT*

Otis will work in partnership with the Customer to pursue the objective of maximising the safety, reliability and availability of the Equipment. This includes Otis providing a detailed report every year covering:

- Safety tests and repairs completed during the period;
- Equipment failure summary stating response and repair times;
- The findings and recommendations of the Safety and Quality Audit or the Otis Programme of Risk Assessment.
- Equipment availability analysis.

### Visit Report

At each visit the specialist Otis engineer will request information regarding the performance of the Equipment. Should the visit be in response to Equipment malfunction which cannot be repaired during the visit, the specialist Otis engineer will advise the Customer's representative of the plan for reinstatement.

On completion of work undertaken the specialist Otis engineer will report to the Customer's representative prior to leaving the Building.

### Information Notices

Otis will display at agreed positions in the Building, notices to advise users of the Equipment that work is being undertaken.

### Information and Advice

Otis will submit for discussion with the Customer recommendations and proposals on:

- Meeting new regulations, legislation and codes of practice;
- Mitigating safety measures to reduce the risk rating for the installation;
- Budgeting for new technology to maximise the reliability and availability of the Equipment;
- Budgeting for new technology to improve the performance of the Equipment.

### Safety Training

Otis undertakes to train the Customer's representative responsible for the Equipment in the correct and safe manner for releasing entrapped passengers. Training will be available every other year.

### Otis Service Desk

Otis provides a service desk, to assist Customers should Otis not be meeting its contractual commitments. The service desk is available during Otis Working Hours.

### Partnership

The commitments (including the achievement of the Availability Target) accepted by Otis in this contract are on the basis of a mutual partnership where the customer undertakes to fulfil the requirements contained in this contract's Conditions.

# Service Contract Schedule

## Agreed Otis Working Hours for Programmed Maintenance Visits and Planned Repairs

- Monday - Thursday 0800 - 1700
- Friday 0800 - 1500
- Other :

## Response Time to Breakdowns Agreed Otis Working Hours

- Trapped Passenger : 1 hour
- Breakdown : 4 hours
- 24 Hour Service

## Response Time to Breakdowns Outside Agreed Otis Working Hours

- Trapped Passenger : 1 hour
- Breakdown : 4 hours
- 24 Hour Service

## Reliability

- Availability : percentage of time each unit is fully operational
- Equipment Performance Measures : stopping accuracy (mm)  
: floor to floor performance time (s)

## Target

- 95%
- ±

## The Term

- Commencement Date : 1 January, 2000
- Initial Term : 30 years

EQUIPMENT DESCRIPTION			
Unit Number	Otis Unit Description	Customer's Identification	Unit Fee
NW4017	Hydraulic	Loading Bay	£2,177.00
Annual Fee			£2177.00

Payment Terms In Advance: Quarterly Invoices

Invoicing Address Canary Riverside Development Pte Ltd., c/o JSS Pinnacle, 146-148 Cromwell Road, London SW7 4EF

OTIS undertakes to provide the Services to the Customer's Equipment subject to and in accordance with the Conditions.

Customer (name and title): *Ms P Schaffer* Otis (name and title):  
Gary Avis  
Service Sales Consultant

Signature :



Authorised Signature :

*Gary Avis*  
23.9.99



# Service Contract

## The Agreement

---

**Customer** Canary Riverside Estate Management Ltd.  
C/o JSS Pinnacle  
146-148 Cromwell Road  
London  
SW7 4EF

Company Registered Number:

---

**Contract Number** M0283C

---

**Building** CLUB  
34 Westferry Circus  
Canary Wharf  
London  
E14 BRR  
Type: Sports / Entertainment

---

**Otis** OTIS PLC  
40 Adler Street  
London E11E  
Tel. 0171 377 1588 Fax: 0171 377 5486

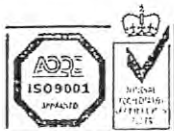
---

**Otis** Registered Office: The Otis Building  
43-59, Clapham Road  
London  
SW9 0JZ

Registered In London No. 66410

---

**Otisline®** 0800 181363  
Building Code Number:



# OTIS





# Service Contract

## The Agreement

---

**Customer**                      Canary Riverside Estate Management Ltd.  
C/o JSS Pinnacle  
146-148 Cromwell Road  
London  
SW7 4EF

Company Registered Number:

---

**Contract Number**

M 0232 C

---

**Building**                      EATON HOUSE (REAR)  
39 Westferry Circus  
Canary Wharf  
London  
E14 8RW  
  
Type: Apartments / Flats

---

**Otis**                              OTIS PLC  
40 Adler Street  
London E11E  
  
Tel. 0171 377 1588   Fax: 0171 377 5486

---

**Otis**                              Registered Office: The Otis Building  
43-59, Clapham Road  
London  
SW9 0JZ

Registered In London No. 66410

---

**Otisline®**                      0800 181363  
Building Code Number:



# OTIS

6<sup>th</sup> February 2004

www.otis.com

Mr Richard Daver  
Gross Fine Surveyors & Property Managers  
14 - 16 Stephenson Way  
Euston Square  
London  
NW1 2HD

Dear Sir,

**Re:-Canary Riverside Estate, London E14  
Lift Maintenance Contracts**



Further to your letter of 30<sup>th</sup> December 2003, please find enclosed copies of the current Maintenance Agreement for the lifts at Canary Riverside.

This 30-year contract is fully comprehensive and is designed to provide the very highest level of service. Through this contract Otis are committed to providing a service which maintains lift performance, maximises availability and operates a response which is swift and effective. This is demonstrated by the inclusion of breakdown response time and availability warranties that clearly define our objectives and level of service to be provided.

In addition to all parts, labour and 24-hour callout cover, the contract also includes for the statutory safety tests/LG1 examinations. With every aspect of lift service and repair covered, this contract negates the need to budget separately for unexpected repairs. The single exclusion is for work, which is caused by misuse or abuse of the equipment.

Should you require any further information on this or any other matter, please do not hesitate to contact me.

Yours Faithfully  
For Otis Ltd

David Thorogood  
Customer Service Manager  
Canary Wharf



LH11: Extract from s.24 witness statement of Dr Steel

### **Issues covered in this witness statement**

9. I have a number of concerns that I will mention in summary here, before dealing with each aspect of my concerns regarding MEL in greater depth.
10. *Poor maintenance:* My experience of the failure of the Respondents to maintain properly the fabric of the estate, including the issue of leaking windows that significantly affects my home, has led me to support the current application.
11. Furthermore, I have witnessed the Estate deteriorate generally over the past five years into a state of disrepair that is not consistent with the high quality prestige development that it originally was.
12. *Increase in the service charge:* Over the same period, the service charge demanded from me on account has increased significantly, well above the rate of inflation. I have not received the certified accounts for the past three years and so I do not know what my money has been spent on – nor can I understand why I am paying some 45% more in 2015/16 (the service charge demanded) than I paid in 2010/11 (actual service charge incurred, per the 2010/11 accounts). In 2015/16 my service charge payment was £15,110.
13. *MEL's experience and competence:* I have concerns about MEL itself and whether it has the necessary experience and ability to manage the Estate properly. The frequent and significant personnel changes in the Estate office have created a lack of continuity and led to a loss of knowledge/experience of the intricacies of the Estate and its on-going problems. For example, in the past three years no fewer than ten different MEL staff have communicated with me in respect of my leaking windows - nine of whom no longer work for MEL.

### **Leaking Windows**

14. In summary, I have been trying to no avail since 2009 to get the required repairs to the leaking windows in my apartment carried out. Pages 10 to 86 exhibits photos and extensive email correspondence concerning my leaking windows.
15. During heavy rainfall, pools of water form on the windowsills. In the living room, during exceptionally heavy rains, water cascades down the windows and onto the wooden floor. Photographs on pages 13-14 and 47-54 provide examples of



Lifts are frequently out of order and lights broken. See photographs exhibited at pages 97-99.

38. At the main entrance:
  - a) Café Brera has been missing the lettering 'Café' from its frontage for several years;
  - b) The lettering is also missing from the Canary Riverside signage (pages 100-101);
39. On Berkeley Tower:
  - a) Cladding has been missing for many year (page 103);
  - b) At the very top of the building (21<sup>st</sup> floor) it is clear that something fell off and that, several years later, it is still yet to be repaired (page 102).
40. In our lobby at Berkeley, a broken glass table has been pushed into a corner where it has sat for over four years with a 'Do not use' sign on it , and 'art work' is dirty and broken (page 104).
41. The lift lobby carpet on the 18<sup>th</sup> floor of Berkeley has become so ragged that, to prevent a trip hazard, MEL staff taped down the seams (page 105).
42. It feels to me that little care appears to be taken to ensure that our homes are located in a welcoming and well-maintained environment.
43. The photos exhibited as pages 94-110 show some of the issues contributing to the overall shabbiness of the Estate.

#### Garden path

44. The garden path was identified as needing resurfacing back in 2012 by the then property manager and quotes to do so had apparently already been obtained by MEL (page 113).
45. However, aside from patching to the most severe holes, it was left to decline to a very poor state, as can be seen by the photographs exhibited at pages 94-96 and the video (Exhibit ACS3).