

Dated

2012

- (1) GROSVENOR DEVELOPMENTS LIMITED
(2) THANAKIJ WANAVIT AND LEENA WANAVIT

Agreement for sale of leasehold property

Apartment A51 Parkside Place, Cambridge

Warning to the Buyer

By signing this Agreement or authorising this Agreement to be signed on your behalf you are confirming that it incorporates all matters agreed between you and the Seller in respect of this transaction. You are agreeing that there are no other written or verbal Representations (as defined in this Agreement) on which you are relying on other than written replies given by the Seller's Solicitors to written enquiries raised by your Solicitors in respect of this transaction. You acknowledge that you have had an opportunity to put any Representations on which you are placing reliance in writing to the Seller's Solicitors and there are no such Representations

GROSVENOR DEVELOPMENTS LIMITED
CONTRACT FOR SALE (LEASEHOLD)
BY REFERENCE TO THE STANDARD CONDITIONS OF SALE (FOURTH EDITION)

THE PARTICULARS

1. The Seller : **GROSVENOR DEVELOPMENTS LIMITED** (Company Registration Number 625561) whose registered office is at 70 Grosvenor Street, London, W1K 3JP
2. The Buyer : **THANAKIJ WANAVIT** of Flat 6, Kings Keep, Cambridge, CB3 0AJ and **LEENA WANVIT** of 518/5, 9th Floor, Maneeya Centre Building, Ploenchit Road, Lumpini, Pathumwan, Bangkok, Thailand, 10330
3. The Manager : **PARKSIDE CAMBRIDGE MANAGEMENT COMPANY LIMITED** (Company Registration Number []) whose registered office is at [] or such other management company as is set up pursuant to **clause 11.1**.
4. The Property : Apartment No. A51 as more particularly described in the Lease
5. The Reservation Agreement : the agreement dated 6 March 2012 made between (1) the Seller and (2) the Buyer relating to the reservation of the Property by the Buyer
6. The Reservation Pack : the reservation pack (including the Consumer Code for Home Builders and management services/charges details) referred to in the Reservation Agreement
7. The Development : the leasehold property known as Parkside Place, Cambridge and registered at the Land Registry under the Title Numbers and all buildings from time to time on such land or such other land (including the Property) of a greater or lesser extent as the Seller may determine from time to time
8. The Title Numbers: : CB359588
9. Planning Permission : planning permission dated 26 May 2011 (reference 10/0523/FUL) or such other planning permission which does not materially alter the design and layout of the Property)
10. Tenure : Leasehold
11. The Lease : the draft lease attached to this Agreement subject to:
 1. Any amendments required by the Land Registry of a non-material nature to secure approval of the documentation

2. Variations agreed between the parties or necessitated by any change of circumstances
3. Any amendments necessary in the opinion of the Seller to comply with the Council of Mortgage Lenders requirements
4. Non material or minor variations required by the Seller acting reasonably
5. Any reasonable amendments required by the Manager
12. Purchase Price : £615,000.00
13. Deposit : £
14. Working Days : a day (other than a Saturday or a Sunday) on which clearing banks are open for business in London
15. Reservation Deposit : £2,000.00
16. Documentation Fee : £144.00 (£120.00 plus VAT) but subject to any change in the rate prior to completion
17. Apportioned Service Charge : an apportionment of the service charges payable under the Lease from Completion to the end of the appropriate service charge year
18. Apportioned Ground Rent : an apportionment of rent payable under the Lease from Completion to the []
19. Completion : [The day of]
 [the date on which completion of the grant of the Lease is scheduled to take place in accordance with **clause 4.1**]
- and "**actual completion**" means the date on which completion of the grant of the Lease actually takes place
20. Seller's Solicitors : Eversheds LLP of 1 Royal Standard Place, Nottingham, NG1 6FZ
21. Buyer's Solicitors : WGS Solicitors of 133 Praed Street, London, W2 1RN
22. Area : the area of the Property shown in square metres and/or square feet on the relevant plan contained in the Reservation Pack that has been provided to the Buyer prior to the date of this Agreement
23. Change : a change to the Area the design the construction and/or the materials to be used in the construction of the Property to the extent that details of the Area and such design construction and/or materials are set out in the Reservation Agreement the Reservation Pack and/or the specification but excluding any variations

		or amendments which the Seller is entitled to make pursuant to the provisions of clause 3.3.1
24.	Competent Authority	: any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company or any warranty provider
25.	Consents	: all consents permissions licences approvals and certificates under the building regulations and/or under any statute bye-law regulation requirement or procedure of any Competent Authority and any other consents and approvals that may be required in order to carry out and complete the works comprising the construction of the Property and/or the Development
26.	Construction Period	: <p>[] PROVIDED THAT if on one or more occasions Completion and/or the carrying out and completion of the works comprising the construction of the Property and/or the Development is delayed due to any one or more of:</p> <ul style="list-style-type: none"> (a) delay in obtaining any Consents outside the reasonable control of the Seller (b) the carrying out of any agreed extra works requested by the Buyer (c) the carrying out of work by any Competent Authority in relation to the Property and/or the Development or the failure to carry out such work (d) exceptionally adverse weather conditions (e) loss or damage occasioned by any of the perils against which the Seller or its building contractor has insured (f) civil commotion or the use or threat of terrorism and/or the activities of any Competent Authority or other body in dealing with such event or threat (g) shortage of labour and/or materials outside the reasonable control of the Seller (h) the exercise by any Competent Authority of any power which directly affects the execution of the works (i) force majeure (j) any circumstances beyond the reasonable control of the Seller <p>then on each occasion the period will be extended by</p>

such further period as the Seller may reasonably require and the Construction Period will become such extended period

27. Material Change : a Change that would significantly and substantially alter the Area (so that when built the floor area of the Property is more than 5% smaller than the Area) the appearance and/or the value of the Property when constructed in comparison with the size appearance or value of the Property if constructed without such Change

The Seller shall grant and the Buyer shall accept the Lease of the Property at the Purchase Price upon the terms referred to in the Particulars and in accordance with the attached Conditions of Sale

Date : 2012

SIGNED by an Authorised Signatory

on behalf of the Seller



SIGNED on behalf of the Buyer :

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Date : 2012

SIGNED by an Authorised Signatory

on behalf of the Seller :

SIGNED on behalf of the Buyer

: *Massey Warrant, J. Alish*

CONDITIONS OF SALE

1. **Standard Conditions**

The Standard Conditions of Sale (Fourth Edition) shall apply to this Agreement so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the conditions set out in this Agreement save that:

- 1.1 The contract rate of interest shall be 4% above the Base Lending Rate of National Westminster Bank plc from day to day
- 1.2 Standard Conditions 2.2.1 2.2.5 2.2.6 3.1.3 4.3.2 4.4.2 5.1.3 6.1.1 and 7.3.2 shall not apply
- 1.3 Where the Buyer is the paying party compensation is calculated at the contract rate on the Purchase Price (less any deposit paid upon which the Seller is entitled to interest) for the period by which the Buyer's default exceeds that (if any) of the Seller's default or (if shorter) the period between Completion and actual completion. Where the Seller is the paying party compensation is calculated as the actual loss (if any) to the Buyer
- 1.4 If the Buyer fails to complete on the date stipulated in **clause 4.1** below and such failure is not directly attributable to any default by the Seller in performing its obligations under this Agreement, the Buyer will pay to the Seller upon completion as compensation for late completion in addition to interest on the balance of the purchase price at the contract rate under **clause 1.1** the following sums:

- 1.4.1 Solicitors' fees incurred in providing the following additional services:

- 1.4.1.1 recalculation and redrafting of the completion statement;
- 1.4.1.2 drafting and service of notice to complete
- 1.4.1.3 correspondence and telephone attendances ancillary to the above

calculated at the rate of £150.00 plus VAT per hour;

- 1.4.2 The cost of the provision of security services to secure the Property between Completion and actual completion
- 1.4.3 The cost of the removal from the Property and secure storage (if required by the Seller) of "white good" items such as refrigerators, freezers and washing machines between Completion and actual completion;
- 1.4.4 Any additional fees reasonably incurred by the Seller as a result of the Buyer's delay in completion

- 1.5 In this Agreement the following definitions shall apply :

- 1.5.1 "Parking Space" shall (where the Buyer is to have granted to it by the Seller the benefit of a right to use a parking space) mean the parking spaces numbered 70 and 73 on Plan 3 to the Lease or such other parking space within the building of which the Property forms part allocated to the Buyer prior to Completion

2. Construction and Construction Period

2.1 The Seller will:

2.1.1 arrange for the construction of the Property:

- 2.1.1.1 in accordance with the specification (so far as it applies to the Property) set out in the Reservation Pack; and
- 2.1.1.2 in accordance with the provisions of the Planning Permission and all relevant building regulations; and
- 2.1.1.3 in accordance with the requirements of the National House Building Council (if applicable); and
- 2.1.1.4 use reasonable endeavours to procure that the construction of the Property is practically completed within the Construction Period

- 2.2 If at the end of the Construction Period the Seller or its solicitors have not served notice in writing on the Buyer or its solicitors pursuant to **clause 4.1** that the building work in relation to the Property has been practically completed pursuant to **clause 2.1** then provided that in all the circumstances it is reasonable for the Buyer so to do the Buyer may (but not after service of any notice by the Seller or its solicitors pursuant to **clause 4.1**) give written notice to the Seller rescinding this agreement and following receipt of such notice the Seller will return the Deposit paid pursuant to this Agreement but the Buyer shall not be entitled to any compensation
- 2.3 The Seller shall not be liable for any delay caused by industrial or labour disputes shortage or late deliveries of materials shortages of labour the default of any contractor or supplier fire tempest frost hazardous or adverse ground conditions or any other like circumstances outside the reasonable control of the Seller or any cause beyond the reasonable control of the Seller
- 2.4 Where under the specification or otherwise the Buyer is given a colour choice of materials in the Property (such as interior decoration floor tiles sanitary ware kitchen furniture or otherwise) the Buyer shall instruct the Seller with regard thereto forthwith upon being requested so to do by the Seller and the Seller may treat all such instructions as final. If instructions have not been received within 10 Working Days after they have been requested the Seller shall be at liberty at its discretion to determine the choice of colour of all such matters in respect of which instructions shall not have been given by the Buyer. In the event of any such instructions of the Buyer being varied the Seller at its sole discretion may refuse to accept such variations or may accept them upon terms that all expenses entailed in carrying them into effect shall be borne by the Buyer and at the sole discretion of the Seller either paid to the Seller in advance of and on account of such variations being carried into effect or added to the monies due to the Seller on completion under this Agreement
- 2.5 The Buyer hereby grants the Seller an irrevocable licence for five years after completion of this Agreement to enter onto the Property (with or without ladders and scaffolding) in order to carry out building operations on and repairs and alterations to adjoining property or for the purpose of relocating any wall or other boundary marker (in respect of which the Buyer or his successors in title shall not be entitled to compensation) if such wall or other boundary marker shall not have been erected in the position shown on the plan attached to the

Lease or if necessitated to satisfy the requirements of the Land Registry whether or not as a result of a survey by the Land Registry PROVIDED that the carrying out of such building operations or such relocation shall not substantially diminish the value of the Property

- 2.6 The Seller believes that the boundaries of the Property are correct but gives no warranties as to the accuracies of the boundaries and any minor variation to the boundaries or between the actual boundaries and the boundaries shown on the plans will not entitle the Buyer to bring this Agreement to an end or to claim compensation from the Seller
- 2.7 The Buyer shall from time to time and upon request by the Seller (and whether before or after completion of the grant of the Lease of the Property to the Buyer) join in and be a party to any deed or document required by the Seller to grant easements over the Property to any Authorities Statutory Undertakers Utilities Boards Corporations Companies or otherwise in connection with services to be provided for the benefit of the Property or any other part or parts of the Development and shall execute or sign such deeds or documents without delay and shall use reasonable endeavours to procure that any mortgagee or chargee of the Buyer shall consent to such deed or document subject to the security of the mortgagee or chargee not being prejudiced thereby.
- 2.8 The Seller will provide the form of agreement or Buildmark Scheme relevant to the Property and provided by the National Housing Building Council ("NHBC") and the liability of the Seller for defects shall be governed in all respects only by the terms of such Agreement or Scheme and the Seller shall not be responsible for any consequential loss suffered by the Buyer due to the existence in the Property of any defect
- 2.9 If there is a dispute arising after completion relating to the obligations for the construction of the Property then the Seller recommends that such dispute shall first be referred to NHBC for determination under its conciliation procedure before any proceedings or other arbitration relating to such dispute are commenced in court. Failure to follow such recommendation will result in the Seller requesting an order for its costs in any legal proceedings or arbitration.
- 2.10 The Seller shall not be responsible for defects arising in fixtures and fittings not forming part of the structure of the Property

3. Changes to design or construction and right to rescind

- 3.1 The Seller will notify the Buyer in writing of any Change which is proposed by the Seller and in such notice will advise the Buyer whether or not the Change is a Material Change
- 3.2 Where the Seller has served notice on the Buyer pursuant to **clause 4.1** that the Seller proposes to make a Material Change:
 - 3.2.1 the Buyer will within 10 Working Days after service of such notice notify the Seller in writing whether or not he agrees to the Material Change. If in such notice the Buyer acting reasonably indicates that he does not agree to the Material Change the Seller will consult with the Buyer and seek to agree a modified form of Material Change with the Buyer

- 3.2.2 if the Buyer agrees to the Material Change the Buyer will complete the purchase of the Property in accordance with the provisions of this agreement
- 3.2.3 if as a result of the consultation referred to in **clause 3.2.1** a modified form of Material Change is agreed the Seller may make such modified form of Material Change without further notification to the Buyer and the Buyer will complete the purchase of the Property in accordance with the provisions of this agreement
- 3.2.4 if as a result of the consultation referred to in **clause 3.2.1** the Seller and the Buyer do not agree a modified form of Material Change the Seller will notify the Buyer in writing whether or not the Seller intends to carry out the Material Change originally notified to the Buyer
- 3.2.5 if the notice referred to in **clause 3.2.4** states that the Seller proposes to carry out the Material Change then provided that in all the circumstances it is reasonable for the Buyer so to do the Buyer may within 10 Working Days after service of such notice give written notice to the Seller rescinding this agreement and following receipt of such notice the Seller will return the Deposit paid pursuant to **clause 7.1** but the Buyer shall not be entitled to any compensation
- 3.2.6 if the Buyer does not give either of the notices referred to in **clauses 3.2.1 and 3.2.5** within the 10 Working Day periods referred to (which are mandatory and not capable of extension) the Buyer will be deemed to have agreed to the Material Change and will complete the purchase of the Property in accordance with the provisions of this agreement

3.3 The Seller shall be entitled:

- 3.3.1 without obtaining the approval of the Buyer (with the consent if required of any Competent Authority) to make such variations and amendments involving departure from the design the specification the plan and/or the materials for the Property (if such variations and amendments do not substantially alter the accommodation intended to be provided for the Buyer) as shall be found by the Seller acting reasonably to be necessary having regard to the cost or availability of materials or labour or the requirements of any Competent Authority or any other circumstances beyond the reasonable control of the Seller
- 3.3.2 to make any Change which is not a Material Change
- 3.3.3 to substitute new plans in the Lease in place of the attached plans if it becomes apparent that there are discrepancies between the attached plans and the extent of the Property or the boundaries of the Property or the Development on site or the extent of any land to be adopted by the local highway authority in each case where such Change is not a Material Change or is a Material Change which the Buyer has agreed or has been deemed to have agreed and if the substitution of any plans is required after actual completion the Buyer shall execute such documents prepared by the Seller and take such other action as the Seller may reasonably require to effect such substitution
- 3.3.4 to vary the plans attached to the Lease following completion of the sale and purchase of the Property if necessary provided that such variation shall not substantially diminish the value of the Property and the

parties shall forthwith execute at their own cost such revised plan or variation and neither party shall be entitled to any compensation

- 3.3.5 to determine the method of construction and the appearance and positioning of the buildings forming part of the Development

4. Completion

- 4.1 Completion shall take place on the date specified for Completion in the Particulars on the front page of this contract or if no date is so specified then on the date which is not less than 10 Working Days after service of notice in writing by the Seller's Solicitors on the Buyer or Buyer's Solicitors specifying the date for Completion (or earlier by agreement of the parties)

- 4.1.1 that the Property has been or will be on the day such notice is due to take effect substantially completed

- 4.1.2 enclosing a copy of the NHBC cover note for the Property pursuant to paragraph 6.6.2 of the Council of Mortgage Lenders' handbook ("the NHBC Cover Note")

when the Buyer shall pay to the Seller's Solicitors the balance of the Purchase Price together with the Documentation Fee any Apportioned Service Charge and Apportioned Ground Rent and any other outstanding monies payable under this Agreement and/or the Lease. Credit will be given for any Reservation Deposit and Deposit that has been paid.

- 4.2 For the purpose of this clause the Property shall be treated as being substantially completed when the NHBC Cover Note has been issued for the Property and it is ready for occupation notwithstanding that:

- 4.2.1 any extra works which the Seller may agree in correspondence to carry out at the Buyer's expense shall not have been carried out or completed (In the event that the Seller shall notify the Buyer that it cannot carry out such additional works for reasons beyond its reasonable control the Seller shall refund to the Buyer any monies paid by the Buyer attributable to such works less a reasonable sum to cover the Seller's costs incurred prior to the date of such notification); and/or

- 4.2.2 any other matters of a minor nature may not have been carried out or there may be defects of a minor nature in any matters carried out but capable of being rectified by the Seller within a reasonable time after Completion; and/or

- 4.2.3 the driveway garage forecourt parking areas footpaths and grassed area (if any) have not been constructed or laid out; and/or

- 4.2.4 the surfacing of roads drives and footpaths and/or any landscaping work (including erection of fences) and/or the completion of any amenity common leisure or recreational facilities to be provided by the Seller as part of the Development prior to the completion of the whole Development remains outstanding; and/or

- 4.2.5 the decorating or finishing of any common parts remains outstanding (subject to the same affording reasonable access to the Property); and /or

- 4.2.6 the completion of any works remains outstanding under any Section 38 Highways Act 1980 Agreement or Section 111 Local Government Act 1972 Agreement or Section 278 Highways Act 1980 Agreement or Section 104 Water Industry Act 1991 Agreement or any other like Agreement relating to the Development or any part thereof or any roads or sewers adjoining it or any part thereof; and/or
- 4.2.7 the presence on the Development of contractors and their plant and machinery; and/or
- 4.2.8 any connections to the telephone service have not been provided by the appropriate supplier

In the event of such matters completion shall take place without affecting the Buyer's right to have all such matters as may be notified to the Seller rectified or completed by the Seller within a reasonable period after Completion.

- 4.3 The Seller shall as soon as reasonably practicable following completion of the sale carry out and complete any outstanding matters referred to in **clause 4.2** of this Agreement for which purposes the Seller shall be entitled to have access to the Property but so that the Seller shall not be liable for any delay caused by matters referred to in **clause 4.2.1** above or by any delay in the Buyer providing such access
- 4.4 If the balance of the monies payable under this Agreement shall not have been credited to the account of the Seller's Solicitors prior to 1.00pm on the date fixed for completion then completion shall be deemed to have taken place on the next subsequent Working Day and Standard Condition 6.1.2 shall be amended accordingly
- 4.5 Vacant possession shall be given on actual completion
- 4.6 If at Completion if specified in the Particulars or the expiry of the notice served in pursuance of **clause 4.1**. hereof any parking space or garage (as relevant) is not available for use by the Buyer then Provided That the Seller makes available a temporary parking area on the Development together with sufficient access thereto the Buyer shall nevertheless complete the Lease of the Property upon the terms hereof and shall continue to use such temporary parking in accordance with the terms and provisions of the Lease subject to such appropriate temporary variations and amendments thereto as the context shall require
- 4.7 The Seller shall use its reasonable endeavours to complete the parking space/garage in accordance with this Agreement as soon as reasonably practicable after completion
- 4.8 Upon the Seller notifying the Buyer that the parking space/garage (if any) has been completed in accordance with this Agreement notwithstanding that the final wearing surface of any access thereto has not been completed the Buyer shall forthwith cease using the temporary parking area on the Development and shall thereafter use the parking space in accordance with the terms and provisions of the Lease.

5. **Title**

- 5.1 The Title to the Property is registered at the Land Registry with Absolute Title under title number CB359588 and title shall consist of a copy of an official copy

of the entries appearing on the registers relating to the Title Number and a copy of the title plan

- 5.2 The Property is sold subject to the matters contained or referred to in the entries of the Property and Charges Registers of such titles (other than any charge securing monies) and the Buyer or the Buyer's Solicitors having been supplied with copies thereof shall be deemed to purchase with full knowledge thereof and shall raise no requisitions or objections in respect thereof
- 5.3 The Buyer shall not object to any entries being registered against either the Property or the Development after the date hereof if such entries do not materially and adversely affect the Property or in the case of entries to secure money if the Seller or the Seller's Solicitors undertake to discharge the same on completion

6. Insurance

- 6.1 The Seller shall at its own expense cause the Property and the building works in progress to be insured against loss or damage by fire and other usual risks (excluding any loss or damage due to any act of the Buyer his agent representative or servant) for their full value and keep them so insured until completion PROVIDED ALWAYS that the Seller shall not be required to supply particulars of such insurance cover and neither the Buyer nor his mortgagees (if any) shall be entitled to have a notice of his or their respective interests endorsed on the Seller's policy or to raise any objection or enquiry with regard thereto
- 6.2 If during the continuance of this Agreement the Buyer is entitled to the benefit of any insurance on the buildings which is not effected or maintained by the Seller under the provisions of **clause 6.1** then all monies received by virtue of such insurance shall if the Seller so requires be applied in making good the loss or damage in respect of which the same have been received
- 6.3 Prior to completion the Seller shall provide to the Buyer a copy of the buildings insurance schedule for the block within which the Property is situate which shall be consistent with the terms of the Lease

7. Deposit

- 7.1 The Deposit shall be paid to the Seller's Solicitors as agents for the Seller by way of a Bank Telegraphic Transfer to the Seller's Solicitors bank account on the date of this Agreement less the Reservation Deposit already paid to the Seller on or before the date of this Agreement

8. Lease

- 8.1 The Lease and its counterpart will be prepared by the Seller's Solicitors. The counterpart of the Lease is to be delivered back to the Seller's Solicitors, duly executed by the Buyer, at least 2 Working Days prior to Completion.
- 8.2 The Seller shall procure that Parkside Cambridge Management Company Limited or such other company as the Seller shall in its discretion specify shall enter into the Lease.
- 8.3 Each party shall pay his own costs and disbursements relating to this Agreement except that the Buyer shall pay the Seller's Solicitors Documentation Fee as provided in **clause 8.5**

8.4 The Seller shall not be required to procure the grant of the Lease of the Property to any other person or entity other than the Buyer named herein and this Agreement is not assignable by the Buyer.

8.5 The Buyer shall on completion pay to the Seller's Solicitors the Documentation Fee. Any further re-engrossment costs incurred by reason of changes required by the Buyer shall be the liability of the Buyer

9. **Interpretation**

9.1 Where two or more persons constitute the Buyer all obligations contained in this Agreement on the part of the Buyer shall be joint and several obligations on the part of such persons

9.2 References to the singular number shall include the plural and vice versa and references to the male shall include the female

9.3 For the purposes of this Agreement any notice in writing shall be deemed to have been validly given whether sent by ordinary first class prepaid post despatched through the Document Exchange system (where the Buyer's Solicitors belong to such system) or sent by facsimile and in the case of a notice given by facsimile such notice shall be deemed to have been received by the Buyer's Solicitors on the day of despatch

9.4 Except to the extent that they have already been performed these conditions shall remain in full force and effect notwithstanding the fact that completion of the grant of the Lease of the Property shall have taken place

9.5 The plan (if any) annexed hereto showing the location of the Property edged red thereon is for the purpose of identification only and represents the present intention of the Seller as to carrying out of the Development or the portion of it of which the Property forms part but the Seller reserves the right to vary the layout and nature of the Development and to make any variation to the actual boundaries of the Property from those shown on the plan which the Seller in its absolute discretion deems necessary or desirable provided that any such variation shall not materially diminish the value of the Property

9.6 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Seller it may be severed from this Agreement

9.7 This Agreement and all rights under it may be assigned or transferred by the Seller

9.8 Save as expressly provided the parties to this agreement expressly agree that a person who is not a party to this agreement shall not have the right to enforce any term or terms of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999

10. **Entire Agreement and Representations**

10.1 This Agreement constitutes the entire agreement between the Seller and the Buyer and supersedes all previous agreements between them relating to its

subject matter. All previous agreements are withdrawn and no reliance shall be placed upon them.

- 10.2 The Buyer acknowledges that in entering into this Agreement it has not relied on any verbal or written statement representation assurance or warranty ("Representations") (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than
- 10.2.1 as expressly set out in this Agreement
 - 10.2.2 in written Representations of the Seller's Solicitors prior to the making of this Agreement as were not susceptible of independent verification by inspection and search and enquiry of any local or other public authority (and whether or not such inspection search and enquiry has been made)
 - 10.2.3 in verbal Representations confirmed in writing by the Seller's Solicitors prior to the making of this Agreement.
- 10.3 The Seller and the Buyer agree that the only rights and remedies available out of or in connection with any Representations shall be for breach of contract as provided in this Agreement
- 10.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 10.5 Any liability of the Seller and any remedy of the Buyer at Law or in equity in respect of any Representations is hereby excluded to the extent authorised by the Misrepresentation Act 1967 and the Unfair Contract Terms Act 1977 and the Buyer shall have no claim for damages and or to rescind this Agreement for any misrepresentation made to him unless such misrepresentation was made fraudulently

11. **Residents Association**

- 11.1 The Buyers acknowledge that either Parkside Cambridge Management Company Limited or an alternative management company ("the Manager") will be formed inter alia to own and maintain the Manager's Land as defined in the Lease and to carry out such activities as shall enable it properly to undertake its obligations and duties as set out in the Lease.
- 11.2 The Buyer hereby agrees that on completion it shall apply for membership (in the form of the annexed membership application) of the Manager.
- 11.3 The Buyer (or either of them) shall if requested so to do by the Seller become a Director or Secretary of the Manager and if requested so to do shall on Completion deliver to the Seller's Solicitors a duly completed and signed Company Form AP01 and AP03 in the form annexed or such other Company Form as shall replace Forms AP01 and AP03.
- 11.4 At Completion the Buyer will pay to the Seller's solicitors for the credit of the Manager on account an apportionment of the Estate and Building Service Charge the Apartment Service Charge and the Parking Service Charge (if appropriate) each as defined in the Lease for the period from Completion to the end of the Manager's financial year then current following the date of completion in the year in which completion takes place details of which have been supplied to the Buyer prior to the date hereof.

11.5 The Seller will procure that the relevant Manager enters into the Lease.

12. **Incentives**

If the Buyer obtains a mortgage prior to Completion the Buyer shall ensure that any incentives which may be offered by the Seller are reported to the Buyer's mortgagee.

13.

Jurisdiction

This agreement is to be governed by and interpreted in accordance with English law and the courts of England are to have exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement and the Buyer hereby irrevocably and unconditionally submits to the jurisdiction of the English courts. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgement against the Buyer in the courts of any competent jurisdiction.

The Buyer's address for service of any notices or proceedings is the address in England as notified in the Particulars and the Buyer agrees that this will remain his address for service of such notices or proceedings unless and until the Buyer notifies the Seller's Solicitors in writing of an alternative address which shall be in England.

14.

Registration

The Buyer agrees not to register a unilateral notice against the Seller's title to the Property but the Seller consents to a note of this Agreement being registered against its title to the Property in the following form:-

"Note: An Agreement for Lease of Apartment [] dated [] 2012 in favour of [Buyer] care of [Buyer's lawyer] of [Buyer's lawyer's address]"

In the event this Agreement is rescinded or otherwise determined the Buyer will procure the removal of the aforementioned entry within 7 days but if they fail to withdraw the entry the Seller is hereby and irrevocably and by way of security appointed by the Buyer to be its attorney on its behalf and in its name or otherwise to withdraw the entry

15.

Data Protection Act Consent

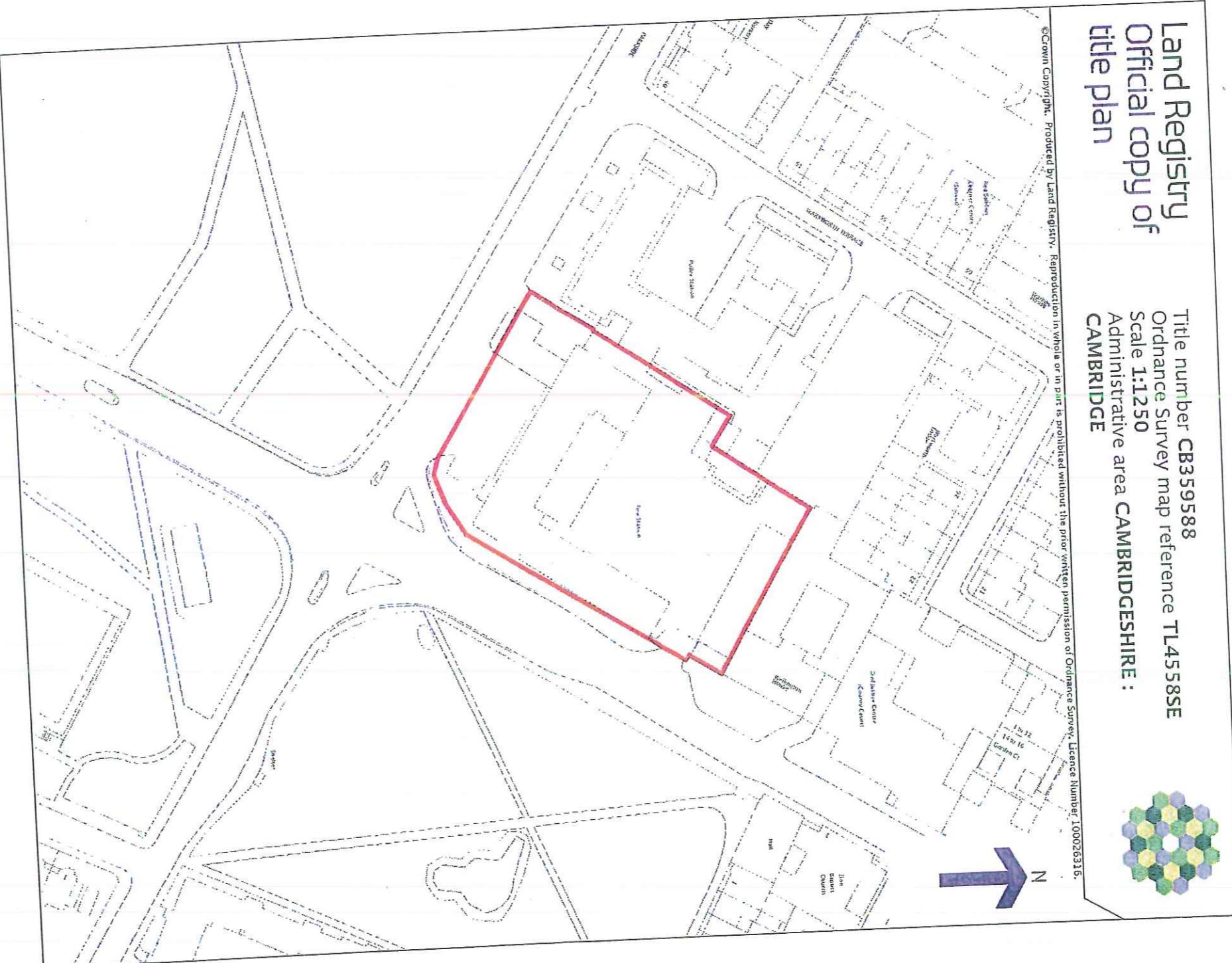
For the purposes of the Data Protection Act 1988 or otherwise the Tenant agrees the information held by the Seller and/or Parkside Cambridge Management Company Limited relating to this Agreement may be disclosed to third parties in connection with the management and/or any disposal dealing with the whole or any part of the Seller's interest and or Parkside Cambridge Management Company Limited's interests in the Development and the Property.

**Land Registry
Official copy of
title plan**

Title number **CB359588**
Ordnance Survey map reference **TL4558SE**
Scale **1:1250**
Administrative area **CAMBRIDGE**



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This official copy is incomplete without the preceding notes page.

NOTES:
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INPUT RECEIVED. ALL STRUCTURE IN
ABEYANCE UNTIL COORDINATED WITH
STRUCTURAL ENGINEER

KEY



Date	Rev	By	Details
15.08.11	01	AT	Apartments B10 conveyance shown
27.09.11	02	AT	All market apartments shown

LOCATION KEY

INFORMATION

GLENN HOWELLS ARCHITECTS
321 Bradford St, Digbeth, Birmingham, B5 6ET
Tel. 0121 668 7640 F. 0121 666 7641
mail@glenhowells.co.uk

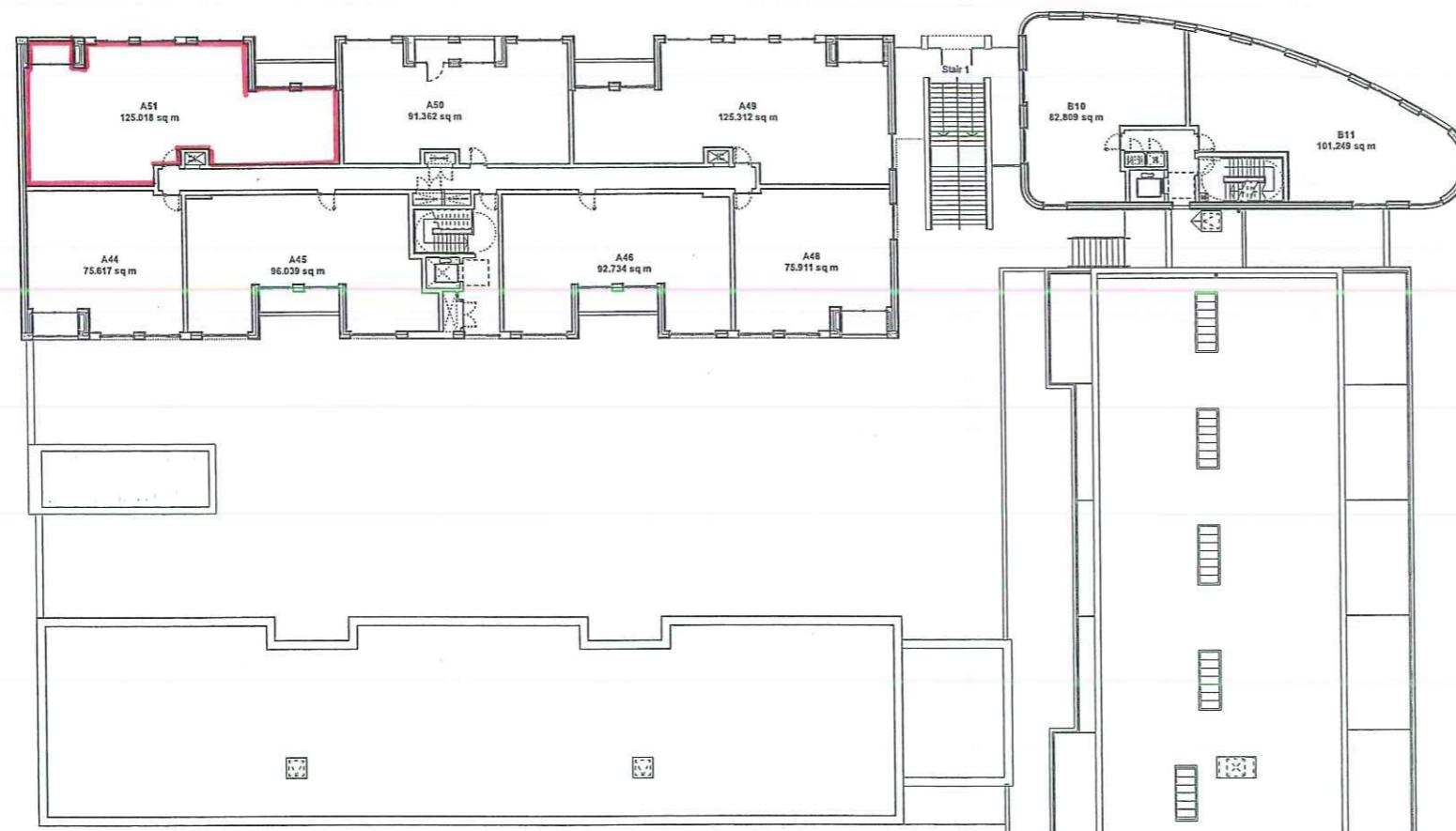
Project
Cambridge Firestation and Residential Scheme

Client
Parkside Partnership Grosvenor

Drawing Title
Apartment Conveyance Drawing
Fifth Floor

Date	Scale	Checked
01.08.11	1:200@A1	SS

Project Ref.	Drawing No.	Revision
1640	A-L-S-505	02



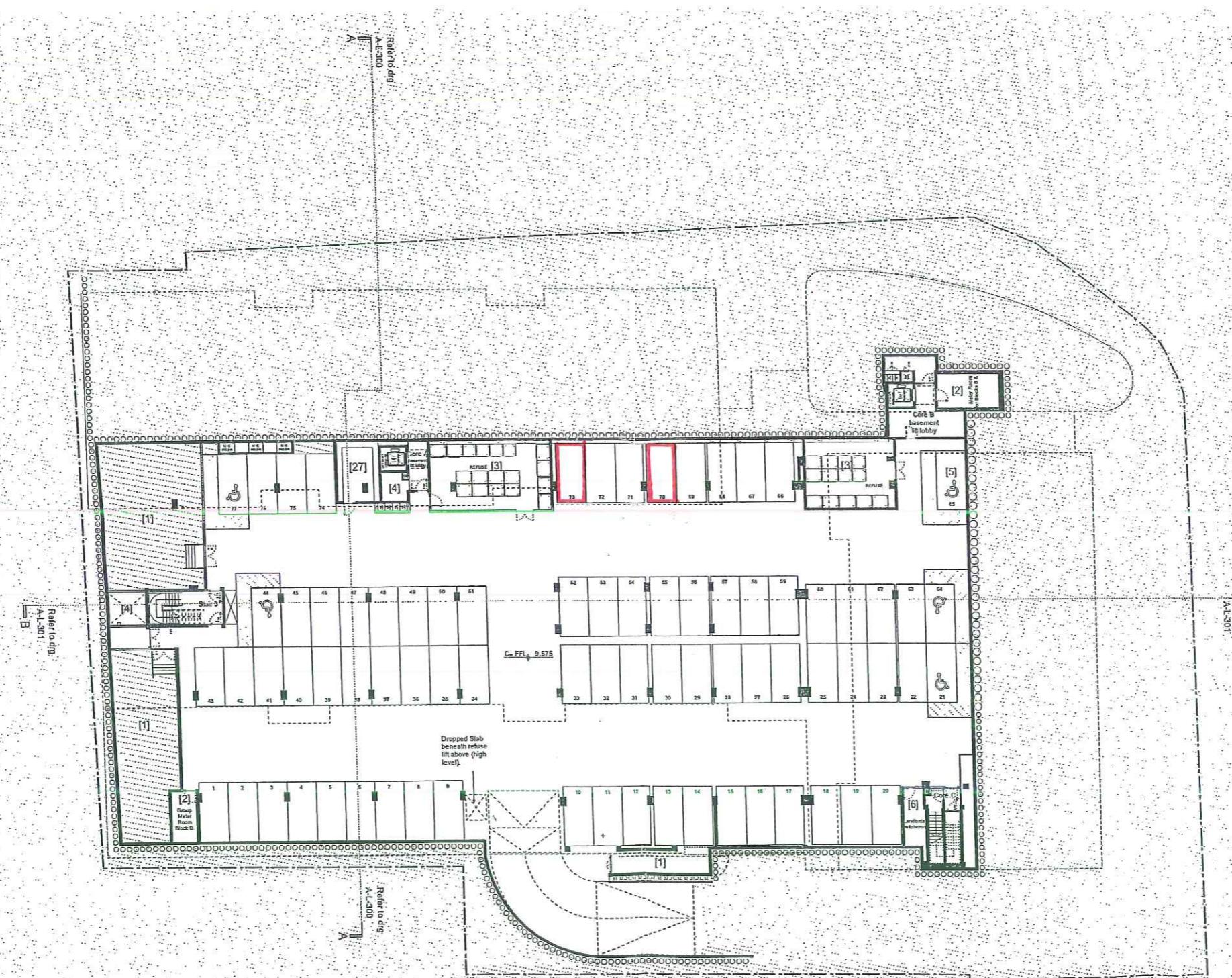
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KEY

- [1] PLANT SPACE
- [2] GROUP METER ROOM 2
- [3] REFUSE STORE
- [4] SERVICE RISER
- [5] CAR CLUB SCHEME - OMITTED
- [6] LANDLORD SWITCHROOM

TOTAL CAR PARKING:-
78 SPACES INCLUDING 5 NO. ACCESSIBLE
SPACES
(82 SPACES INDICATED ON CONSENTED
SCHEME INCLUDING 5 NO. ACCESSIBLE
SPACES)



Date	Rev	By	Details
26.08.2011	A	FG	Refuse stores added and car park layout amended.

PLANNING ISSUE

GLENN HOWELLS ARCHITECTS
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Project
Cambridge Firestation and Residential Scheme

Client
Parkside Partnership Grosvenor

Drawing Title
General Arrangement Plan
Basement

Date	Scale	Checked
26.08.2011	1:200@A1 1:400@A3	SS

Project Ref.	Drawing No.	Revision
1783	A-L-110	A

an