

SECTION 2,

COPY OF LEASE

ALBAVI v MOIEN

2008

DATED

2008

ALI AKBAR ALAVI

and

REZA MOIEN

AGREEMENT

RE: FLAT 9, 22 BUCKLAND CRESCENT,
LONDON NW3 5DX

**SHERMAN PHILLIPS
90 MILL LANE
LONDON
NW6 1NL**

**TEL: 020 7794 8171
FAX: 020 7794 9906**

Ref: NS
Doc: Contract/14.03.08

PARTICULARS

- 1. DATE**
- 2. THE SELLER(S)** ALI AKBAR ALAVI
- 3. THE BUYER(S)** REZA MOIEN
- 4. THE PROPERTY** FLAT 9, 22 BUCKLAND CRESCENT
LONDON NW3 5DX
- 5. THE TITLE NUMBER** NGL 859696
- 6. THE PURCHASE PRICE** £250,000.00
- 7. THE DEPOSIT** £
- 8. COMPLETION DATE**
- 9. PRICE FOR FIXTURES
AND FITTINGS**
- 10. INCUMBRANCES ON
THE PROPERTY** All matters contained in or referred to in
the register of title save for financial
charges
- 11. SELLER'S SOLICITORS** Sherman Phillips, DX 53650
West Hampstead
- 12. BUYER'S SOLICITORS** Hackman Solicitors, DX 80212
Wembley Central

THIS AGREEMENT is made on the date SPECIFIED IN Paragraph 1 of the Particulars BETWEEN the persons(s) firm(s) and/or corporate entity(ies) specified in Paragraph 2 of the Particulars ("the Seller") (1) and the person(s) firm(s) and/or corporate entity(ies) specified in paragraph 3 of the Particulars ("the Buyer") (2)

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Seller will sell and the Buyer will purchase all that property described in Paragraph 4 of the Particulars ("the Property")
2. The purchase price shall be the sum specified in Paragraph 6 of the Particulars which sum shall be exclusive of Value Added Tax and the Buyer shall pay to the Seller any Value Added Tax payable thereon (or any part thereof) at completion
3. The Buyer shall pay the deposit specified in Paragraph 7 of the Particulars on the signing hereof and completion shall take place at the offices of Messrs Sherman Phillips, 90 Mill Lane, London, NW6 1NL, the sellers solicitors or as they may direct on the date specified in Paragraph 8 of the Particulars when vacant possession shall be given to the Buyer
4. The Seller will transfer the Property with full title guarantee but the transfer is to contain a provision in the following terms modifying the covenants implied into it by statute
 - 4.1 "For the purposes of section 6 (2) (a) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee"
5. The title shall be deduced in accordance with official copies of the items referred to in rules 134(1)(a) and (b) and 135((1)(a) of the Land Registration Rules 2003
6. The Property is sold subject to the encumbrances specified in Paragraph 10 of the Particulars
7. The Property is sold in its present state and condition and the Buyer warrants that he has inspected the Property and he is not entering into this contract in reliance upon any representation (whether express or implied) made by or on behalf of the Seller save as represented or confirmed by the Seller's solicitors in writing
8. If completion takes place after 1.00pm on any day it shall be regarded for the purposes of the Conditions hereof as taking place on the next following banking day and in the event of the monies required to complete being transferred to the Seller's solicitors' client account by Bank telegraphic Transfer or CHAPS then completion shall not be deemed to have taken place until the Seller's solicitors' Bank shall have received the monies and the monies have been credited to their account

9. The Seller shall not be obliged to transfer the Property or any part of it to any person except the Buyer or at a price other than that agreed herein
10. The Property is sold subject to the Standard Condition of sale (Fourth Edition) so far as the same are not varied by or are inconsistent with the provision of this Agreement. Where there is a conflict between those conditions and this Agreement, this Agreement prevails,
 - 10.1 Terms used or defined in this agreement have the same meaning when used in the conditions.
 - 10.2 In condition 4.4.2. the words "if the reasonable" shall be replaced by "if it is expressly agreed prior to the date hereof"
 - 10.3 Condition 6.5.1. shall not apply and the Seller's solicitors shall be entitled to retain possession of the title deeds and documents for so long as any monies are due to the Seller (including but not limited to interest and/or apportionments)
 - 10.4 The Seller shall be entitled to receive both the gross income for the Property and any compensation due under Condition 7.3.1 where the Buyer holds the Property as the tenant of the Seller and Condition 7.3.4. shall not apply
 - 10.5 The words "and guarantees" shall be added in Condition 8.3.2. (b) after the words "references"
 - 10.6 In Condition 8.3.3. the words "either party" shall be deleted and replaced with the words "the Seller"
11. For the purposes of exchanging contracts the solicitor to each party is hereby authorised (such authority being irrevocable and taking effect upon the signing hereof) to undertake (whether orally or in writing) to the other party or his solicitor to post the signed Contract to him and upon such undertaking (or reciprocal undertaking) being given Contracts shall thereupon be deemed to be unconditionally exchanged
12. The contract rate is 5% per annum above the base rate of Barclays Bank plc from time to time
13. In the event of completion being delayed and the Buyers becoming liable to pay interest pursuant to the provisions of this Agreement the Buyers shall in addition to such interest and without prejudice to any claim or remedy which the Seller may have as a result of such delay pay to the Sellers by way of liquidated damages:
 - A. Any loss suffered or expense incurred by the Seller arranging Bridging Finance for any purchase or other commitments dependent upon this sale and;

- B. Any costs incurred by the Seller resulting from a delay in completion
- C. The sum of £150 (plus Value Added Tax at the prevailing rate) by way of contribution towards the charges of the Seller's Solicitors for additional work rendered necessary by such delay
14. In the event that the amount of the deposit paid by the Buyer to the Seller is less than 10% of the purchase price it is expressly agreed that in the event that completion does not take place as a result of any default by or attributable to the Buyer a sum equivalent to the full 10% deposit shall become immediately due and payable by the Buyer to the Seller on the date of such default and shall bear interest at the Contract Rate until payment
15. The terms of this agreement shall where relevant remain in full force and effect notwithstanding completion of the sale hereby agreed
16. The Transfer of the Property by the Seller to the Buyer shall contain the following declaration:
- "The Transferee for the purpose only of affording to the Transferor a full and sufficient indemnity hereby covenants with the Transferor that the Transferee and those deriving title under the Transferee will at all times hereafter perform and observe the covenants contained in or referred to in the Registers of the above numbered Title so far as the same relate to the land hereby transferred and are still subsisting and capable of being enforced and will so far as aforesaid indemnify the Transferor and the Transferor's estate against all actions, claims, costs, losses and proceedings which shall or may result from any breach or non-observance or non-performance of such covenants"
17. If the title to the Property is leasehold then the Transfer of the Property by the Seller to the Buyer shall contain the following additional declarations:
- 17.1 "The transferor is not liable under any covenant implied into this Transfer by statute for any breach of the terms of the registered lease concerning the condition of the land comprised in the title above referred to and the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any charge, encumbrance or other right of which the Transferor is unaware
- 17.2 The Transferee hereby covenants with the Transferor and as a separate covenant with any Surety or Guarantor of the Transferor that he or those deriving title under him will henceforth during the continuance of the term created by the registered lease pay the rents thereby reserved and observe the covenants on the part of the lessee and the conditions therein contained and will at all times hereafter keep the Transferor and any Surety or Guarantor of the Transferor and their respective estates and effects indemnified against all costs proceedings claims expenses whatsoever in respect of the said rents covenants and conditions relating thereof."

18. The Buyer will if required by the Seller or by the terms of any documents of title to the Property take the Seller's share in any management company/residents association at par value and will also enter into any Deed of Covenant if so required by the landlord at the expense of the Buyer
19. In condition 8.3.2. (a) the words "the Buyer's " shall be substituted for the word "his"
20. The sale includes the fixtures fittings and other items specified in the Inventory annexed hereto (if any) at the price specified in the Particulars. The Seller warrants that such items are its own unencumbered property. The property and risk in such items shall pass on completion. Where any electrical or mechanical items are included in the fixtures and fittings no warranty is made as to their serviceability or continued function.
21. If the Seller provides a local authority search then the Buyer shall on completion refund the Seller with the cost thereof plus the copying costs (if any) of entries revealed thereby and which have been obtained by the Seller
22. For the purposes of the Misrepresentation Act 1976 the Buyer hereby declares that in entering into this Agreement he is relying on his own judgement and inspection and the advice of his professional advisers and is in no way influenced by any statement or representation made to him by the Seller or by the Seller's agents (save as may have been made in writing by the Seller's Solicitors and be incapable of independent verification) and it is hereby agreed that this Clause shall remain in full force and effect between the parties notwithstanding completion of the Transfer to the Buyer and shall not merge thereon
23. This Agreement is not intended to confer any rights on any third party and the provisions of The Contracts (Rights of Third Parties) Act is expressly excluded from this Agreement.
24. Following the decision in William Sindall Plc -v- Cambridgeshire County Council it is hereby agreed and declared that replies to enquiries given in forms or correspondence or information supplied in property information forms are given to the best of the knowledge information and belief of the Seller but neither the Seller nor their Solicitors have made any investigation or any enquiry into such matters and it is not to be implied that the Seller has carried out investigations or made enquiry before giving any replies and the Buyer shall not seek to claim reliance based upon any such implied investigation or enquiry and will be deemed to have checked any replies by their own inspections survey search and enquiry of appropriate authorities and documents supplied.

All such replies are therefore given on this basis and subject to this limitation.

SIGNED by or on behalf of the Seller

SIGNED by or on behalf of the Buyer