

CONTRACT PARTICULARS

The Seller: LOUISE GOODWIN LIMITED (Co Regn No 691455) of Mountview House 151 High Street Southgate London N14 6EW

The Buyer: LONDON RESIDENTIAL HOUSES LIMITED (Co Regn No 12101909) of 35 Ballards Lane London N3 1XW

The Property: ALL THAT the Freehold property known as 14 Hampstead Hill Gardens Hampstead London NW3 2PL as the same is registered at the Land Registry with Title Absolute under the below mentioned Title Number

Title Number: 346504

Specified Incumbrances: Those matters specified in the Title Number on 23 July 2019 at 09:15:01 save for any financial charges and the Assured Shorthold Tenancy Agreements hereinafter referred to

The Seller sells with: Full title guarantee

The Completion Date: 20 September 2019

The Contract Rate: 4% per annum above Barclays Bank PLC's base rate for the time being

The Purchase Price: [REDACTED]

The Deposit: [REDACTED]

The Balance Payable: [REDACTED]

The Seller will sell and the Buyer will buy the Property for the Purchase Price

Date 9 August 2019

[REDACTED]

AGREEMENT AND CONDITIONS OF CONTRACT

1.
 - (a) This contract incorporates the Standard Commercial Property Conditions (Third Edition), save that Standard Condition 1.1.1(c) shall be deemed to read as follows: "Clearing bank" means a bank admitted by the Bank of England as a direct participant in the CHAPS system.
 - (b) The terms used in this contract have the same meaning when used in the Standard Commercial Property Conditions (Third Edition)
 - (c) Standard Condition 8.1 shall not apply, and the Property shall remain at the risk of the Seller until Completion, with the Seller remaining responsible for the payment of the premium in respect of such insurance
2. Neither party can rely on any representation made by the other, unless made in writing by the other or its Conveyancer including Oyez Forms 291 and 29 as provided by the Seller, but this does not exclude liability for fraud or recklessness
3. Subject to the terms of this contract and to the Standard Commercial Property Conditions (Third Edition), the Seller is to transfer the Property with full title guarantee
4. The Property is sold subject to and together with the benefit of:
 - (a) the Assured Shorthold Tenancy Agreement dated 14 November 2018 and made between the Seller (1) and Maksim Solovjov and Maria Vladirimova Milusheva (2) in respect of Flat B at the Property and
 - (b) the Assured Shorthold Tenancy Agreement dated 19 January 2017 and made between the Seller (1) and Jorge Esteban Camacho Aguilar and Estibaliz Martinez de Zabarte Moraza (2) in respect of Flat D at the Propertyand otherwise with vacant possession
5. The sale includes such contents and fixtures (if any) as are at Flats A, B & D at the Property and belong to the Seller and as are referred to in the Checkout Inspections

and Inventories that have been supplied by the Seller's Conveyancer to the Buyer's Conveyancer; the remainder of the Property is sold "as seen".

6. Condition A1 (VAT: not a taxable supply) in Part 2 of the Standard Commercial Property Conditions (Third Edition) is included in this contract
- 7.1 This clause shall apply in respect of the deposit for each of the Assured Shorthold Tenancy Agreements referred to in Clause 4 above ("the Deposits") which are both by the Deposit Protection Service ("the DPS")
- 7.2 The parties hereto shall take as soon as is reasonably possible after Completion whatever action may be required by the DPS so as to enable the Buyer or its letting agents to be registered by the DPS in place of the Seller or its letting agents in respect of the Deposits
8. The Transfer to the Buyer shall contain a covenant by the Buyer by way of indemnity only to perform and observe the covenants on the part of the Landlord contained in each of the Assured Shorthold Tenancy Agreements referred to in Clause 4 above and to indemnify the Seller against any liability actions and claims in respect thereof.
- 9.1 Prior to Completion the Seller
 - (a) will notify the Buyer of any breach of the tenancy agreements in respect of Flats B & D, and take action in respect of such breaches as directed by the Buyer
 - (b) will not enter into any variation or surrender of the tenancy agreements in respect of Flats B & D, and will not enter into any new tenancy agreements in respect of Flats A & C.
- 9.2 Any rent paid in advance by the tenants of Flats B & D and any rent arrears due from the tenants of Flats B & D will be apportioned on a pro rata basis on Completion
- 9.3 The Seller will serve notice on the tenants of Flats B & D within five working days of completion notifying them that the Seller has sold its interest in the Property to the Buyer and confirming that all future rents are due to the Buyer
10. Notices may be sent to:

Seller's Conveyancer:

Seddons Law LLP (Ref: PXP/LG.1-031), 5 Portman Square, London W1H 6NT (DX 9061 West End; Fax: 020 7725 5239)

Buyer's Conveyancer:

Fladgate LLP (Ref: Richard Kaufman/Helen Curtis Goulding), 16 Great Queen Street, London WC2B 5DG (DX 37971 Kingsway; Fax:)

DATED 9 August 2019

LOUISE GOODWIN LTD

and

LONDON RESIDENTIAL HOUSES LTD

CONTRACT
For The
SALE and PURCHASE of
14 HAMPSTEAD HILL GARDENS
HAMPSTEAD
LONDON NW3

Seddons Law LLP
5 Portman Square
LONDON W1H 6NT

DX: 9061 West End
Tel: 020 7725 8000
Ref: PXP/LG.1-031/LG14HHG.CNT-
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