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DATED

20/6/2013

**CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT  
POSSESSION**

at

**10 HIGH STREET, HAMPTON WICK**

between

**ALBERT DEREK BAKER AND CAROL DENISE BAKER**

and

(Hampton Wick)

**COUNTRYWIDE DESIGN LIMITED**

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### SCHEDULE

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THIS CONTRACT is dated the 20<sup>th</sup> day of June 2013

14.28  
David Holby  
from High  
Street S.

**PARTIES**

- (1) ALBERT DEREK BAKER and CAROL DENISE BAKER of 4<sup>th</sup> Park Road, Hampton Hill, Middlesex, TW12 1HP (Seller).
- (2) COUNTRYWIDE DESIGN LIMITED of The Coach House, 16B High Street, Godalming, Surrey, GU7 1EB (Buyer).  
(HAMPTON WICK) (Company number 857544)

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions in this clause apply in this contract.

**Base Rate:** the base rate from time to time of Barclays Bank PLC.

**Buyer's Conveyancer:** Russell Cooke Solicitors, DX: 59456 Putney.

**Completion Date:** 12<sup>th</sup> July 2013.

**Contract Rate:** 4% per annum above the Base Rate.

**Deposit:** £47,000.

**Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

**Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

**Property:** the freehold property at 10 High Street, Hampton, Wick, KT1 4DB and registered at HM Land Registry with absolute title under title number MX216969.

**Purchase Price:** £470,000.00.

**Seller's Conveyancer:** Colemans-ctts LLP, DX: 84864 Kingston upon Thames. Ref: C37/1453357.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 [and any similar replacement and any additional replacement tax].

1.2 The rules of interpretation in this clause apply in this contract.

1.3 A **person** includes a corporate or unincorporated body.

1.4 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.6 **Writing or written** includes faxes but not e-mail.

1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.

1.8 Clause and Schedule headings do not affect the interpretation of this contract.

## 2. SALE AND PURCHASE

2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.

2.2 The Buyer cannot require the Seller to:

- (a) transfer the Property or any part of it to any person other than the Buyer; or
- (b) transfer the Property in more than one parcel or by more than one transfer;  
or
- (c) apportion the Purchase Price between different parts of the Property.

## 3. CONDITIONS

3.1 The Part 1 Conditions are incorporated in this contract so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other clauses in this contract; and
- (d) have not been modified or excluded by any of the other clauses in this contract.

3.2 The Part 2 Conditions are not incorporated into this contract.

3.3 Condition 1.1.4(a) does not apply to this contract.

3.4 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.

4. **RISK AND INSURANCE**

- 4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 7.1.2, 7.1.3 and 7.1.4(b) do not apply to this contract.

5. **DEPOSIT**

- 5.1 On the date of this contract, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by a method that gives immediately available funds.
- 5.3 Conditions 2.2.1 and 2.2.2 do not apply to this contract.
- 5.4 The provisions of clause 5.5, clause 5.6 clause 5.7 and clause 5.8 (inclusive) will only apply if:
- (a) the Deposit is less than 10% of the Purchase Price; or
  - (b) no Deposit is payable on the date of this contract.
- 5.5 In this clause, the expression **Deposit Balance** means:
- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
  - (b) (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.
- 5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the Contract Rate for the period from and including the Completion Date to and including the date of actual payment) by a method that gives immediately available funds.
- 5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

## 6. DEDUCING TITLE

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 6.1, 6.2, 6.3.1 and 6.4.2 do not apply to this contract.

## 7. VACANT POSSESSION

7.1 The Property will be sold with vacant possession on completion.

## 8. TITLE GUARANTEE

8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with limited title guarantee.

8.2 Condition 6.6.2 does not apply to this contract.

## 9. MATTERS AFFECTING THE PROPERTY

9.1 The Seller will sell the Property free from encumbrances other than:

- (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7<sup>TH</sup> January 2013 at 15:05:51 under title number MX216969;
- (b) any matters discoverable by inspection of the Property before the date of this contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
- (e) public requirements;
- (f) [any matters disclosed in the documents listed in **Error! Reference source not found.** (if applicable)]

- 9.2 Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3 do not apply to this contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.
- 10. TRANSFER**
- 10.1 The transfer to the Buyer will be in the agreed form initialled by the parties and annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in duplicate.
- 11. VAT**
- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 12. COMPLETION**
- 12.1 Completion will take place on the Completion Date.
- 12.2 Conditions 8.1.2 and 8.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.3 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.4 Condition 8.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 12.5 Condition 8.7 is amended to read: "The buyer is to pay the money due on completion by a method that gives immediately available funds and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

**13. BUYER'S ACKNOWLEDGEMENT OF CONDITION**

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

**14. ENTIRE AGREEMENT**

14.1 This contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this contract.

14.2 The Buyer acknowledges and agrees that in entering into this contract, the Buyer does not rely on and shall have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this contract or not) other than as expressly set out in this contract [or the documents annexed to it] or in any written replies which the Seller's Conveyancer has given to any written enquiries raised by the Buyer's Conveyancer before the date of this contract. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

14.3 Condition 9.1.1 is varied to read, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any written enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows."

**15. JOINT AND SEVERAL LIABILITY**

Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them.

**16. NOTICES**

16.1 Any notice given under this contract must be in writing

16.2 Any notice or document to be given or delivered under this contract must be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to the Seller at:

Colemans-ctts LLP, DX: 84864 Kingston upon Thames 1



Fax No: 020 8546 1400

marked for the attention of: Steven Lewis, Partner

or at the Seller's Conveyancer, quoting the reference C37/1453357;

(b) to the Buyer at:

the Buyer's Conveyancer, quoting the reference DJS/SPC/110094/33.

16.3 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

16.4 Any such notice or document will be deemed to have been received:

- (a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
- (b) in the case of pre-paid first class or recorded delivery post, at [9.00 am] on the second working day after posting; and
- (c) in the case of fax, at the time of transmission.

16.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter or that the fax message was properly addressed and transmitted, as the case may be.

16.6 A notice or document delivered under this contract shall not be validly given or delivered if sent by e-mail.

16.7 Condition 1.3 does not apply to this contract.

#### 17. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

#### 18. GOVERNING LAW AND JURISDICTION

18.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).
- 18.3 Each party irrevocably consents to any process in any proceedings under *clause* 18.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this contract will affect the right to serve process in any other manner permitted by law.

**19. STATUTORY DECLARATION**

- 19.1 At Completion the Buyer shall provide a sworn statutory declaration in the form of the declaration annexed hereto.

This contract has been entered into on the date stated at the beginning of it.

Statutory Declaration

I, ~~Albert Derek Baker~~ or Carol Denise Baker of 46 Park Road, Hampton Hill, Middlesex, TW12 1HP DO SOLOMNLV AND SINCERELY DECARE as follows:

1. I am the co-owner of the property known as 10 High Street, Hampton Wick, KT1 4DB ("the Property"). The Property is registered at the Land Registry under title number MX216969
2. I have been the co-owner since 20<sup>th</sup> March 1989.
3. Throughout my period of ownership I, my co-owner, servants, and licensees have accessed the rear of the property from Old Bridge Street along the passage coloured purple and pink ("the Rear Accessway") on the plan shown in the Exhibit heretot ("EX1").
4. The Rear Accessway has been used for both pedestrian and vehicular access to the Property. The use of the Rear Accessway has been open, undisputed and without the consent or license of any person. Such use has been entirely without dispute, let, hinderance, interruption or payment and has been open and as of right. The use by me, my co-owner, servants or licensees has been for all purposes incidental to our use and occupation of the Property and at all times.
5. The Property comprises of a building fronting High Street, Hampton Wick, a yard and outbuildings. The ground floor of the building fronting the High

Street has been used throughout our period of ownership as a showroom business premises with A1 use. The upper floor of the building fronting the High Street has been used throughout our period of ownership as office accommodation incidental to the use of the ground floor of the building. The yard and out-buildings have been used throughout our period of ownership for storage, a workshop and other purposes incidental and ancillary to the business use of the ground floor of the Property fronting the High Street.

**AND I MAKE THIS SOLEMN AND SINCERE DECLARATION** conscientiously believing the same to be true and by virtue of the Statuary Declarations Act 1835.

**DECLARED at**

before me

.....

A solicitor empowered to administer oaths

Signed by the said ALBERT DEREK  
BAKER



Signed by the said CAROL DENISE  
BAKER



Signed by the said COUNTRYWIDE  
DESIGN LIMITED by



5

DATED

20/6/2013

**CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT  
POSSESSION**

at

**10 HIGH STREET, HAMPTON WICK**

between

**ALBERT DEREK BAKER AND CAROL DENISE BAKER**

and

(Hampton Wick)

**COUNTRYWIDE DESIGN LIMITED**

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### SCHEDULE

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THIS CONTRACT is dated the 20<sup>th</sup> day of June 2013

14.28  
David Holby  
from High  
Street S.

**PARTIES**

- (1) ALBERT DEREK BAKER and CAROL DENISE BAKER of 4<sup>th</sup> Park Road, Hampton Hill, Middlesex, TW12 1HP (Seller).
- (2) COUNTRYWIDE DESIGN LIMITED of The Coach House, 16B High Street, Godalming, Surrey, GU7 1EB (Buyer).  
(HAMPTON WICK) (Company number 857544)

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions in this clause apply in this contract.

**Base Rate:** the base rate from time to time of Barclays Bank PLC.

**Buyer's Conveyancer:** Russell Cooke Solicitors, DX: 59456 Putney.

**Completion Date:** 12<sup>th</sup> July 2013.

**Contract Rate:** 4% per annum above the Base Rate.

**Deposit:** £47,000.

**Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

**Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

**Property:** the freehold property at 10 High Street, Hampton, Wick, KT1 4DB and registered at HM Land Registry with absolute title under title number MX216969.

**Purchase Price:** £470,000.00.

**Seller's Conveyancer:** Colemans-ctts LLP, DX: 84864 Kingston upon Thames. Ref: C37/1453357.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 [and any similar replacement and any additional replacement tax].

1.2 The rules of interpretation in this clause apply in this contract.

1.3 A **person** includes a corporate or unincorporated body.

1.4 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.6 **Writing or written** includes faxes but not e-mail.

1.7 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.

1.8 Clause and Schedule headings do not affect the interpretation of this contract.

## 2. SALE AND PURCHASE

2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.

2.2 The Buyer cannot require the Seller to:

- (a) transfer the Property or any part of it to any person other than the Buyer; or
- (b) transfer the Property in more than one parcel or by more than one transfer; or
- (c) apportion the Purchase Price between different parts of the Property.

## 3. CONDITIONS

3.1 The Part 1 Conditions are incorporated in this contract so far as they:

- (a) apply to a sale by private treaty;
- (b) relate to freehold property;
- (c) are not inconsistent with the other clauses in this contract; and
- (d) have not been modified or excluded by any of the other clauses in this contract.

3.2 The Part 2 Conditions are not incorporated into this contract.

3.3 Condition 1.1.4(a) does not apply to this contract.

3.4 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.



4. **RISK AND INSURANCE**

- 4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 7.1.2, 7.1.3 and 7.1.4(b) do not apply to this contract.

5. **DEPOSIT**

- 5.1 On the date of this contract, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by a method that gives immediately available funds.
- 5.3 Conditions 2.2.1 and 2.2.2 do not apply to this contract.
- 5.4 The provisions of clause 5.5, clause 5.6 clause 5.7 and clause 5.8 (inclusive) will only apply if:
- (a) the Deposit is less than 10% of the Purchase Price; or
  - (b) no Deposit is payable on the date of this contract.
- 5.5 In this clause, the expression **Deposit Balance** means:
- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
  - (b) (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.
- 5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the Contract Rate for the period from and including the Completion Date to and including the date of actual payment) by a method that gives immediately available funds.
- 5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

## 6. DEDUCING TITLE

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 6.1, 6.2, 6.3.1 and 6.4.2 do not apply to this contract.

## 7. VACANT POSSESSION

7.1 The Property will be sold with vacant possession on completion.

## 8. TITLE GUARANTEE

8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with limited title guarantee.

8.2 Condition 6.6.2 does not apply to this contract.

## 9. MATTERS AFFECTING THE PROPERTY

9.1 The Seller will sell the Property free from encumbrances other than:

- (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7<sup>TH</sup> January 2013 at 15:05:51 under title number MX216969;
- (b) any matters discoverable by inspection of the Property before the date of this contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
- (e) public requirements;
- (f) [any matters disclosed in the documents listed in **Error! Reference source not found.** (if applicable)]

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- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.
- 10. TRANSFER**
- 10.1 The transfer to the Buyer will be in the agreed form initialled by the parties and annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in duplicate.
- 11. VAT**
- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 12. COMPLETION**
- 12.1 Completion will take place on the Completion Date.
- 12.2 Conditions 8.1.2 and 8.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.3 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.4 Condition 8.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 12.5 Condition 8.7 is amended to read: "The buyer is to pay the money due on completion by a method that gives immediately available funds and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

**13. BUYER'S ACKNOWLEDGEMENT OF CONDITION**

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

**14. ENTIRE AGREEMENT**

14.1 This contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this contract.

14.2 The Buyer acknowledges and agrees that in entering into this contract, the Buyer does not rely on and shall have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this contract or not) other than as expressly set out in this contract [or the documents annexed to it] or in any written replies which the Seller's Conveyancer has given to any written enquiries raised by the Buyer's Conveyancer before the date of this contract. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

14.3 Condition 9.1.1 is varied to read, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any written enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows."

**15. JOINT AND SEVERAL LIABILITY**

Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them.

**16. NOTICES**

16.1 Any notice given under this contract must be in writing

16.2 Any notice or document to be given or delivered under this contract must be given by delivering it personally or sending it by pre-paid first class post, or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to the Seller at:

Colemans-ctts LLP, DX: 84864 Kingston upon Thames 1

Fax No: 020 8546 1400

marked for the attention of: Steven Lewis, Partner

or at the Seller's Conveyancer, quoting the reference C37/1453357;

(b) to the Buyer at:

the Buyer's Conveyancer, quoting the reference DJS/SPC/110094/33.

16.3 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

16.4 Any such notice or document will be deemed to have been received:

- (a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
- (b) in the case of pre-paid first class or recorded delivery post, at [9.00 am] on the second working day after posting; and
- (c) in the case of fax, at the time of transmission.

16.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter or that the fax message was properly addressed and transmitted, as the case may be.

16.6 A notice or document delivered under this contract shall not be validly given or delivered if sent by e-mail.

16.7 Condition 1.3 does not apply to this contract.

#### 17. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

#### 18. GOVERNING LAW AND JURISDICTION

18.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).
- 18.3 Each party irrevocably consents to any process in any proceedings under *clause* 18.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this contract will affect the right to serve process in any other manner permitted by law.

**19. STATUTORY DECLARATION**

- 19.1 At Completion the Buyer shall provide a sworn statutory declaration in the form of the declaration annexed hereto.

This contract has been entered into on the date stated at the beginning of it.

Statutory Declaration

I, ~~Albert Derek Baker~~ or Carol Denise Baker of 46 Park Road, Hampton Hill, Middlesex, TW12 1HP DO SOLOMNLV AND SINCERELY DECARE as follows:

1. I am the co-owner of the property known as 10 High Street, Hampton Wick, KT1 4DB ("the Property"). The Property is registered at the Land Registry under title number MX216969
2. I have been the co-owner since 20<sup>th</sup> March 1989.
3. Throughout my period of ownership I, my co-owner, servants, and licensees have accessed the rear of the property from Old Bridge Street along the passage coloured purple and pink ("the Rear Accessway") on the plan shown in the Exhibit heretot ("EX1").
4. The Rear Accessway has been used for both pedestrian and vehicular access to the Property. The use of the Rear Accessway has been open, undisputed and without the consent or license of any person. Such use has been entirely without dispute, let, hinderance, interruption or payment and has been open and as of right. The use by me, my co-owner, servants or licensees has been for all purposes incidental to our use and occupation of the Property and at all times.
5. The Property comprises of a building fronting High Street, Hampton Wick, a yard and outbuildings. The ground floor of the building fronting the High

Street has been used throughout our period of ownership as a showroom business premises with A1 use. The upper floor of the building fronting the High Street has been used throughout our period of ownership as office accommodation incidental to the use of the ground floor of the building. The yard and out-buildings have been used throughout our period of ownership for storage, a workshop and other purposes incidental and ancillary to the business use of the ground floor of the Property fronting the High Street.

**AND I MAKE THIS SOLEMN AND SINCERE DECLARATION** conscientiously believing the same to be true and by virtue of the Statuary Declarations Act 1835.

**DECLARED at**

before me

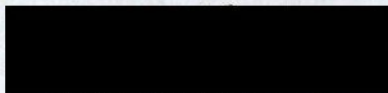
.....

A solicitor empowered to administer oaths

Signed by the said ALBERT DEREK  
BAKER



Signed by the said CAROL DENISE  
BAKER



Signed by the said COUNTRYWIDE  
DESIGN LIMITED by

