Reservation Agreement



Building One Port Street Manchester

The Purchaser

Please note that acceptance of this Reservation by the intended Purchaser and the Seller is subject to the terms and conditions set out below

All fields must be completed and valid ID documents for the Purchasers must be provided prior to exchange of the Contract

Additional Purchaser(s)

First Name(s) Surname Address Town/City Postcode Country Tel: Landline Mobile Email Nationality Date of Birth Gender Male Female	First Name(s) Surname Address Town/City Postcode Country Tel: Landline Mobile Email Nationality Date of Birth Gender Male Female
The 'Seller'	The 'Agent'
Name of Seller Manchester (Port Street) Limited Address Horseshoe Farm, Elkington Way Alderley Edge, Town/City Cheshire Postcode SK9 7GU Country United Kingdom	Name of Agent Select Property Limited Address Horseshoe Farm, Elkington Way Alderley Edge, Town/City Cheshire Country United Kingdom Tel +44 161 322 2222 Fax +44(0)161 332 7718 Email info@selectproperty.com
The Property	
Development Floor Property Number	Property Type 2 Bedroom Approx Size 'Purchase Price'
Payment Details	
Instalments payable: Reservation deposit of £5,000 followed by, Deposit of 25% due on exchange of contracts Balance of purchase price due on completion	Bank Account Details for the Reservation Deposit Account Name Select Property Group Limited Bank Name HSBC UK Bank PLC Bank Address 2-4 St. Ann's Sq, Manchester, M2 7HD Account No. 10006386 Sort Code 40-20-80 Swift Code HBUKGB4B IBAN No GB55HBUK40208010006386

Purchasers' Initials

Terms and Conditions



Building One Port Street, Manchester

- 1. The Purchaser shall pay to the Agent a deposit of £5,000 per unit (the 'Reservation Deposit') in order to reserve the Property and the Agent shall procure that the Property is held off-sale for the Purchaser strictly on and subject to the conditions set out below.
- 2. This Reservation Agreement is not a full contract for the sale and purchase of the Property. This Reservation Agreement confirms only the Purchaser's intention to purchase the Property detailed on page 1 and the Agent's commitment to procure a contract of sale (the 'Contract') binding the Seller and the Purchaser to the subsequent sale and purchase of the property at the Purchase Price in the particulars of sale on page 1. The sale and purchase of the Property shall be subject to certain other standard terms and conditions summarised more generally in the Schedule to this Reservation Agreement.
- 3. As soon as practicably possible following completion of the Reservation Form and payment of the Reservation Deposit, the Purchaser will be offered a purchase contract from the Seller setting out the full terms and conditions of the sale and purchase of the Property ("the Contract"). A summary of the contract terms can be found at Schedule 1 to this Reservation Form.
- 4. The Contract process shall be as follows:
- (a) The Purchaser shall be given either 28 days from the completion of this Reservation Agreement or 14 days from receiving the Contract (whichever is later) to be in a position to exchange the Contract with the Seller and pay any further deposit monies due under the Contract. Time shall be of the essence in concluding the Contract.
- (b) If the Purchaser complies with paragraph 4(a), the Contract will constitute the entire agreement for the sale and purchase of the property and will replace this Reservation Form. The Reservation Deposit shall then be applied towards the purchase price of the Property by the Seller.
- (c) If the Purchaser does not comply with paragraph 4(a), the reservation of the Property shall lapse and the Purchaser shall have no further rights in relation to the Property. In such circumstances the Agent shall retain the Reservation Deposit and shall thereafter be free (without restrictions) to sell the Property to any third party.
- (d) If the Purchaser is not offered the Contract within a reasonable time following completion of the Reservation Form and payment of the Reservation Deposit, (other than for reasons at the fault of the Purchaser), and no agreement can be reached on an extension of time then the Purchaser shall be entitled to rescind the Reservation Form by written notice to the Agent. In this event the Agent shall refund the Reservation Deposit (without payment of any interest earned by Agent on such amount) to the Purchaser. This agreement shall then lapse and the Agent shall thereafter be free, without restrictions, to sell the Property to any third party.
- 5. For the purposes of discharging the Agent's obligations under paragraphs 4(a) and 4(d) of this Reservation Agreement, the Contract shall be deemed to have been offered to the Purchaser on behalf of the Seller if it has been sent by post or by email or delivered by hand to the Purchaser or the Purchaser's nominated solicitor.
- 6. The Purchaser shall not at any time assign or transfer or purport to assign or transfer any rights or obligations under this Reservation Agreement receiving the written consent of the Agent.
- 7. The Purchaser shall only be entitled to a refund of all or any part of the Reservation Deposit in accordance with the provisions of paragraph 4 of this Reservation Agreement.
- 8. If the Purchaser decides not to proceed with the purchase before the Contract has been offered, or it becomes apparent to the Agent that the Purchaser is unable to proceed, this Reservation Agreement may be cancelled and the Reservation Deposit will be forfeited without any obligation on the Agent to provide the Contract in accordance with paragraph 4(a). The liability of the Seller's Agent under this Reservation Agreement shall, in all circumstances, be limited to the amount of the Reservation Deposit
- 9. This Reservation Agreement constitutes the entire understanding and agreement between the parties in relation to its subject matter and supersedes any and all prior agreements (including any representations, warranties and covenants) between the parties in relation to the same subject matter (whether written or oral). No amendment to this Reservation Agreement shall be effective unless it is made in writing and signed by each of the parties.
- 10. By signing this Reservation Agreement, the Purchaser confirms that the information provided to the Seller and the Agent regarding personal details are true and accurate to the best of their knowledge and belief. The Purchaser agrees to be bound by the Agent's standard policies and procedures in respect of any confirmation of or subsequent changes to the information provided by the Purchaser by signing and submitting this Reservation Agreement.
- 11. The Purchaser acknowledges that (s)he has read and understood any schedules included with this Reservation Agreement and that the exchanged full contract for sale shall take precedent over the information contained in this reservation agreement at all times.
- 12. This Reservation Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by Purchaser	Date	Signed by Agent	Date
Additional Durchasar (Where appropriate)		Chacked by (Internal use only)	

Schedule to the Reservation Agreement



Building One Port Street, Manchester

Summary of contract terms

The Purchaser is advised to instruct their own solicitor as soon as possible to advise them on the Contract and deal with the exchange of Contract, completion and registration of title. The Purchaser and the Seller will enter into a sale agreement for the sale and purchase of the Property.

The Contract will provide that the Seller shall procure the grant of a long leasehold of 999 years from interest to the Purchaser on practical completion of the Property. The lease will contain common landlord and tenant covenants, including a landlord's obligation to insure and maintain the building structure and common parts and a tenant's obligation to pay service charge in fair and reasonable proportion towards the upkeep costs.

The Purchaser shall have a right to assign (sell) the lease. Assignment of the Contract prior to practical completion of the Property and grant of the lease may be subject to time limitations and payment of an assignment fee.

The sale agreement and apartment lease referred to above will be standard documents entered into by all purchasers in the building with the same provisions and cannot be amended or negotiated on a case-by-case basis. Sample contracts are available on request. The Purchaser will be required to pay a Document Engrossment Fee at the time of completion of the purchase and enter in to any lease management agreement referred to above.

The Agent has advised the Purchaser that the Agent is legally entitled to sell the Property on behalf of the Seller and that the Property will be developed through a programme of development works prior to the commencement of the lease described above. This reservation and purchase it describes is conditional on the headlease being granted within a reasonable time period before completion. Further details of any conditionality relating to the Seller perfecting title will be contained in the Contract that will be sent to your appointed solicitor in accordance with the terms of this Reservation Agreement.

Payments of the Purchase Price made by the Purchaser are linked to time rather than defined progress of the construction works.