

# **RESERVATION AGREEMENT (Subject to Contract) VICTORIA RIVERSIDE, MANCHESTER** Seller: Northern Gateway (FEC) No. 7 Limited **Reservation Information** Reservation Date: Reservation fee: Sales Consultant: Agent: £2,000 GBP Unit No: Building: Floor: No of Bedrooms: Tower A / Tower B / Tower C / Podium A / Podium B Unit purchase price: Parking Included? Parking purchase price: Parking space no. (initial allocation, may be subject (Reserved for 3 beds only) to change): Yes / No TOTAL PRICE (unit + parking) SPECIAL CONDITIONS OF PURCHASE (IF ANY): **Tenure/Ground Rent/Service Charge** Leasehold 250 years less 21 days Tenure: Ground Peppercorn Rent £2.96 per square foot\*\* Estimated Service Charge\* The level of charges specified are an estimate of the expected expenditure but will be subject to review by the Managing Agents during the build programme and also at the end of each financial year to ensure that the sums fairly reflect the cost of provision of services, materials and any £..... per annum future expected expenditure. \*\*Separate additional neighbourhood service charge (estimate) of £125 (1 bed), £150 (2 bed), £175 (3 bed)/ per annum subject to RPI review every 5 years. Plus £261 per annum per parking space (if purchased)

## **Terms of Reservation**

- £2,000 Reservation Fee \*, payable to the Seller or the Seller's agents (without which this reservation will be null and void).
- 2. Contracts to be exchanged within 28 days of Buyer's solicitors receiving legal documents (the "Period").
- 3. 10% Deposit payable on exchange of contracts to the Seller's solicitors.
- 4. Reservation Fee is refunded following exchange and payment of full 10% Deposit. (Please note that a refund may take in excess of one month to process.)
- 5. 10% Staged Payment payable 12 months after exchange.
- 6. 80% payable on completion, together with any additional payments under the terms of the contract.
- See further terms and conditions below.

<sup>\*</sup> Reservation Fee may be taken in local currency.

Buyer 1					Buy	Buyer 2						
Title	Mr/Mrs	r/Mrs/Ms/Miss/Dr					Title		Mr/Mrs/Ms/Miss/Dr			
	Surnar	me		First/Middle	es Na	ame(s)			Surname	F	irst/Mid	dle Name(s)
Nationality Occupation					Nationality					Occupation		
Date of	Birth						Date	Date of Birth				
Address								Address				
							1.00					
Postcod	е			Country:	Country:			Postcode				Country:
Home N	umhar			Work Nur	Work Number			Home Number			,	Work Number
Tiome iv	umber			VVOIR ING	Work Number			Tionic Number				Work Humber
Mobile N	lumber			Other Number			Mobil	Mobile Number				Other Number
Email Ad								Email Address :				
WeChat	:						WeC	WeChat				
A delition	-11											
Addition			s L									
See additional sheet												
FINIAN	ICIAI	DET	'All C									
FINAN												
Mortgage Loan Amount (p required?		Amount (pe	rcentage) Loan Amount Value			e (£)	Source of Funds					
BUYE	R TYF	PE										
Main home			Second Home II		Inv	vestor	First Ti	First Time Buyer		Othe	er	
Is your purchase dependent on your selling your existing home?									Source of Enquiry			

SELLER'S SOLICITORS						
Solicitor's company name: CMS LLF	P		FAO: Samantha Graham & Liberty Mather			
Address: Cannon Place, 78 Canno	on Street, Londo	n EC4N 6AF	Tel No: <b>020 70673452</b>			
			Email Address : Samantha.grahar	m@cms-cmno.com		
			<u>Liberty.Mather@</u>	cms-cmno.com		
BUYER'S SOLICITOR **						
Solicitor's company name:			FAO			
Address:			Tel No.	Fax No.		
DX: No:						
Postcode			Email Address			
Riseam Sharples Solicitors Julia C 2 Tower Street, London WC2H 9NF DX: 140580 Covent Garden 4 020 7632 8919 Julia@rs-law.co.uk		OR alternative so reservation is nu	blicitors' details to be provided wit Il and void	hin 48 hours from reservation or		
<u>OR</u>						
PCB Lawyers Sam Molloy Cavendish Court, 11-15 Wigmore S W1U 1PF 020 7299 9261 smolloy@pcblawyers						

#### TERMS AND CONDITIONS

This reservation agreement is not the contract of sale.

#### Additional Reservation Terms

- 1 Reservation Fee payable immediately to the Seller or Seller's agents. Without the Reservation Fee this reservation will be null and void.
- 2 The payment of the Reservation Fee and the signing of this reservation agreement ensure that the Property shall be reserved at the Purchase Price for the Buyer until the end of the Period.
- 3 Upon receipt of the Reservation Fee the Seller will not accept an offer from other prospective buyer(s) for the Property during the Period nor will they actively negotiate with such buyer(s) during the Period.
- The Buyer will use all reasonable endeavours during the Period to take all necessary and adequate steps to be able to offer an exchange of contracts for the purchase of the Property no later than the end of the Period and the Seller hereby confirms that they will use reasonable endeavours to provide such information as may be reasonably required by the Buyer's Solicitors and will at the request of the Buyer enter into a binding contract for sale of the Property at the agreed price on or before the end of the Period.
- 5 In the event of the Buyer not signing and exchanging the contract for sale and making payment of the 10% Deposit by the end of the Period, this reservation agreement shall automatically terminate.
- 6 The Buyer may cancel this reservation agreement at any time during the Period by giving notice in writing to the Seller.
- 7 If this reservation agreement is cancelled or expires:
  - a. The Seller may remarket the Property;
  - b. The Seller shall, as soon as reasonably practicable, ascertain its costs incurred in holding and processing the sale to the Buyer (the "Seller's Costs"):
  - c. As soon as reasonably practicable following ascertainment of the Seller's Costs, and in any event within 14 calendar days of receipt of the notice of cancellation or the expiry of this agreement, the Seller shall reimburse the Reservation Fee less the Seller's Costs to the Buyer;
  - d. The Seller's Costs may include, but are not limited to:
    - i. instructing solicitors;
    - ii. providing contractual and title documents to the Buyer's Solicitors;
    - iii. addressing enquiries raised by the Buyer or its solicitors;
    - iv. remarketing the Property;
    - v. other administrative costs of the Seller.
- 8 If the Buyer cancels this reservation agreement within 7 calendar days of signing it, the Seller shall refund the Reservation Fee to the Buyer in full.
- The lease of the Property will provide for the Buyer to pay service charges in respect of the common parts, building structure, concierge and amenity services and wider estate and neighbourhood. An estimate of those charges is provided in the electronic dataroom, access to which has been or will be provided to the Buyer's Solicitors.
- 10 The sale contract may only be assigned as follows:
  - a. on one occasion to a family member or company controlled by the Buyer; and
  - b. after 12 months, on one further occasion to an unconnected party, but subject to the Deposit and Staged Payment having already been paid,

but no later than two months prior to practical completion of the development, subject to the terms of the contract and the Seller's approval. No other assignments or sub sales are permitted. The Buyer is to pay the Seller's legal fees of £350 plus VAT in respect of any assignment.

- 11 The Buyer should address any enquiries of the Seller through their solicitors to the Seller's Solicitors. In entering into the agreement for sale the Buyer should rely only on any information in the Seller's electronic dataroom (subject to any disclaimers applying to any such information) and written replies to enquiries provided by the Seller's Solicitors to the Buyer's Solicitors and not on any oral statements made prior to the signing of this reservation agreement.
- 12 Any special conditions should be recorded on the front sheet, and the exact wording of the special condition to be included in the contract for sale is to be agreed between the parties' solicitors.
- 13 The Buyer's details will be kept in a database by the Seller, its group companies and connected parties such as the development's sales and marketing agents. The Seller will process your personal data in accordance with UK data protection legislation and its privacy policy, which can be found at www.victoriariverside.co.uk/privacy-policy/. The Buyer is aware of its rights to request access to or correct their personal information or data by writing to the Data Protection Officer of the Seller at the address as contained below.
- 14 To comply with English company legislation, the Seller is required to make certain disclosures in respect of sales to parties which are connected to the Seller. Therefore all Buyers are required to answer the following question(s):

Is any Buyer a connected party of the Seller? Yes / No
If yes, please specify the nature of the relationship

### **DATA PROTECTION**

This section sets out a summary of the basis on which Northern Gateway (FEC) No. 7 Limited (registered in England with Company No. 11088001 and registered office address at Northern Assurance Building, Second Floor, 9-21 Princess Street, Manchester, England, M2 4DN) ("FEC", "our", "us" or "we") process your data in order to administer the reservation and subsequent purchase and management of a property at Victoria Riverside. Our sales agents, currently [Raeon, First IP and CSI Prop], play an important role in this relationship as they pass information from your reservation form to us and respond to any queries you may have. Our sales agents will need to share your personal data with various third parties that provide identity, anti-money laundering and / or credit checking services, solely in connection with your reservation. Such processing and our sharing of your personal data with our professional advisers is necessary in order to help you enter a contract with us to complete the purchase. We cannot complete the purchase if the buyers and the source of their funds have not been verified. For our full privacy notice in relation to the reservation and purchase that explains what data we process, why, how it is legal and your rights under data protection laws, please refer to www.victoriariverside.co.uk/privacy-policy/. Alternatively, please ask the sales agent assisting you with the reservation for a hard copy of this privacy notice. We will keep the information collected on this form in our records until the purchase is completed or, if it does not proceed, until the reservation lapses or is otherwise cancelled. Thereafter, we will keep certain information from this form for our accounting records, to engage managing agents in relation to or otherwise manage the Property for the duration of the lease, in relation to the new build home warranty we provide and otherwise in accordance with our privacy policy/.

Please note that if you provide any false or inaccurate information FEC may pass this on to fraud prevention agencies.

In order to improve the developments and services available to you, the Seller would like to be able to disclose the contact details you have provided to us to share your information with our agents and other carefully selected and trusted third parties. This will allow them to help us provide improved developments and services to you.

developments and services to you.						
I consent to being contacted by such agents and carefully selected third parties.						
Yes □ No □						
	anies in our group may have other developments that we or details you have provided to us to receive from us or a meml ay be of interest to you?					
Yes □ No □						
My preferred method of contact regarding th	ne reservation is:					
Telephone (Home) Telephone (Work)	Telephone (Mobile) Telephone (Other) Email					
	presentations that you or your agent make to me/us upon	which I/we can rely are those made in writing				
by your solicitor.						
I/We agree to the terms and conditions of re	eservation.					
Buyer 1 Signature	Print Name	Date				
Buyer 2 Signature	Print Name	Date				
Acknowledged on behalf of the Seller						
Authorised Person's Signature	Print Name	Date				

Northern Gateway (FEC) No. 7 Limited, registered in England with Company No. 11088001 and registered office address at Northern Assurance Building, Second Floor, 9-21 Princess Street, Manchester, England, M2 4DN.

Note: Consumer Code for Home Builders to be attached to Buyer's copy



OFFICIAL USE  Reservation Fee taken by:	Amount: £2,000 Copy of certified ID and passport Current utility bill / Bank statement Mortgage required
---	--