

DATED 20th September 1976

CHARMINSTER CLOSE RESIDENTS COMPANY LIMITED

and

EDWIN H. BRADLEY & SONS LIMITED

1A

COUNTERPART/

AGREEMENT TO GRANT LEASES

relating to Plots 1536-1565 on the Myt
Estate, Stratton St. Margaret, Wilts.

Townsend
Solicitors
Swindon

PFS/BT



W
A G R E E M E N T is made the *Twentieth* day of *September*
thousand nine hundred and seventy-six B E T W E E N CHARMINSTER
RESIDENTS COMPANY LIMITED whose registered office is situate at
Swindon in the County of Wilts (hereinafter called "the Lessee")
of the one part and EDWIN H. BRADLEY & SONS LIMITED whose registered
office is situate at Okus Swindon aforesaid (hereinafter called "the
Developer") of the other part _____

SUPPLEMENTAL to a Lease of even date herewith made between the same
parties as are parties hereto but in the reverse order whereby the
Developer demised unto the Lessee the land with buildings in course of
construction therein described (hereinafter called "the Demised Property")
for the term at the rent and subject to the covenants and conditions
therein contained _____

IT IS HEREBY AGREED as follows:-

1. The Lessee shall give to the Developer possession of the Demised
Property to enable the Developer to complete the erection of such
buildings and the flats comprised therein and any other ancillary work
which the Developer may wish to carry out on the Demised Property
whether in accordance with the agreements hereinafter referred to for the
grant of Leases by the Lessee to purchasers of such flats or otherwise _____
2. At the direction of the Developer the Lessee shall join the
Developer in entering into agreements substantially in the form of
the draft Agreement annexed hereto with Purchasers of such flats and
upon the completion of each of such flats shall grant a Lease as directed
by the Developer to the Purchaser thereof in the form of lease attached
hereto and shall thereafter perform and observe the covenants on its
part and the conditions contained in such leases and enforce the
performance and observance by the Lessees under such Leases of the
covenants on the Lessee's part and the conditions therein contained _____
3. The Lessee shall deal with the Demised Property until the grant
of leases of all the said flats and (subject to the rights of such Purchasers)
with the parts of the Demised Property for the time being unsold in such
manner in every respect as the Developer shall direct or appoint _____
4. The Developer shall insure and keep insured or procure the
insurance against loss or damage by fire for the full value thereof
all building works on the Demised Property until completion of the
buildings erected or to be erected on the Demised Property PROVIDED
THAT the Developer's liability to insure in respect of any flat forming
part of the said buildings ceases on the grant of a lease thereof by
the Lessee to a Lessee of such flat _____

IN WITNESS whereof the parties hereto have caused their respective
Common Seals to be hereunto affixed the day and year first above
written _____

THE COMMON SEAL OF CHARMINSTER CLOSE)
RESIDENTS COMPANY LIMITED was here-)
unto affixed in the presence of:-)

E. H. Pitches Director

W. H. Bradley Secretary



AN AGREEMENT made the _____ day of _____ 197
BETWEEN CHARITUSSEER GLOVE RESIDENTS COMPANY LIMITED whose registered office
is situate at Okus Swindon in the County of Wilts (hereinafter called "the
Lessor") of the first part EDWIN H. BRADLEY & SONS LIMITED whose registered
office is situate at Okus Swindon aforesaid (hereinafter called "the Developer")
of the second part and

(hereinafter called "the Purchaser") of the third part _____

WHEREAS:-

(1) The Developer is registered at H.M. Land Registry as proprietor
with freehold title absolute of certain land in the Parish of Stratton
Saint Margaret in the said County of Wilts of which the premises hereinafter
mentioned form part _____

(2) The Developer has granted a lease of such land to the Lessor
and it has been agreed between the Lessor and the Developer that at
the direction of the Developer the lessor should join the Developer in
entering into Agreements with Purchasers of flats to be erected by the
Developer for the grant of Leases of such flats when erected to Purchasers
of the same _____

(3) The Developer has directed the Lessor to enter into this
Agreement with the Purchaser for the grant of a Lease of Flat Number
with Parking Space Number _____ (hereinafter called "the premises")
described in the Third Schedule to the draft Lease attached hereto _____

IT IS HEREBY AGREED as follows:-

1 (a) Subject as hereinafter mentioned the purchase price of the
premises shall be _____
of which ten per cent shall be paid by the Purchaser to the Developer
by way of deposit and in part payment of the said purchase price on the
signing hereof and the balance shall be paid by the Purchaser to the
Developer on the date fixed for completion _____

(b) All extras and variations to the said works requested by the
Purchaser before or after the date hereof shall (if such request has
been accepted by the Developer) be paid or allowed as the case may be
as part of the purchase price _____ Provided that the Developer may
refuse in whole or in part any request for any such extra or variation
and in the absence of any agreed order in writing specifying an agreed
figure for any extra or variation the Certificate of the Developer
as to the figure to be paid or allowed for the same shall be final and
binding _____

2. (1) The Developer agrees with the Purchaser:-

(a) to complete the premises and all necessary ancillary works
in connection therewith including all works necessary for the support
and protection of the premises and all necessary communal or common
parts or areas with all due diligence and dispatch and to comply with
all of the terms and conditions of any planning permission and building
regulation approval for the time being in force in relation to the premises _____

(b) to proceed in a proper and workmanlike manner and as soon as reasonably possible after completion of the erection of the said flats and garages lay out the driveway garage forecourt footpaths grounds and grassed areas (if any) shown on the plan attached to the annex form of lease and will keep the Purchaser indemnified against any claims costs or charges in respect of the laying out thereof This clause shall remain in full force and effect despite completion of all other matters arising under this Agreement _____

(2) The Developer reserves the right to use such substitute materials or omit such materials in the erection of the said premises or the said works or any part thereof as it considers necessary and to make any variation in the plans or design for the said premises or the said works Provided that the Developer shall not exercise such right unless it shall be necessary so to do because of any shortage of materials or unreasonable delay in the delivery of materials originally intended to be installed in the premises or the said works which would delay the progress of the same and in the event of any such substitution or variation requiring the approval of the appropriate Local Authority the Developer shall at its own expense first obtain such approval If any such substitution or variation shall be made the same shall be to a standard not less than the standard laid down in the Agreement with the National House Building Council herein referred to and shall not diminish the value of the premises _____

(3) If any delay in completing the premises or the said works shall arise from fire tempest or frost or from shortage of labour or materials of the appropriate kind or from any strike or lock-out in the building trade or any other trade or employment upon which the said building operations are dependent or from other causes whatsoever other than the wilful default of the Developer (whether such cause shall be of a kind similar to the above causes or not) such further time shall be allowed as may be reasonable or necessary under the circumstances to complete the said works If at any time before actual completion of the premises or the said works the Developer shall give any estimated completion date for the same such information will be given in good faith according to the Developer's estimate of its programme of work but it shall not be deemed to imply any warranty or representation or impose any legal obligation on the part of the Developer to complete the same by such date The Purchaser shall not in any case be entitled to any damages or compensation on account of any delay on the part of the Developer in the construction and completion of the premises or the said works _____

3. The Developer undertakes to make an irrevocable offer to enter into the current form of Agreement HB5A prescribed by the National House-Building Council _____

4. (a) When the premises are completed and ready for occupation the Developer or its Solicitors shall give written notice of the fact to the Purchaser or his solicitors and the purchase shall then be completed within fourteen days of such notice and completion shall take place at the offices of Messrs Townsends of 42 Cricklade Street Swindon Provided that such notice shall not be deemed to be invalidated if it shall transpire that at the time of such notice the premises are not completed in some minor respect or respects which shall be capable of speedy remedy and shall not render the dwelling uninhabitable _____

(b) If the Purchaser shall contend that the premises are not fully completed he shall within five days of the notice mentioned in the preceding sub-clause notify the Developer or its solicitors in writing of any particulars in respect of which the same are not so completed and if

in fact the work as shown on the said plan at the time of the development preceding the completion of the works under this Agreement within the time specified for the purpose of the purchase to any other person

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6.

registrations furnished to the Registrar of Land which it has either a copy in the Land Registry or

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Property is still unsold except by agreement created by the said lease paid by the Developer otherwise than under the Act 1925 shall not have been supplied any requirement

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said money Lease in the said Lease shall be The Purchaser of such Lease by H.M. Land copies of the registration Developer Added Tax the said

9.

thereof shall be or altered Provided that the premises necessary for the Developer to effect the completion of the development showing a Lease to the Lease Solicitor in the said entitled

in fact the same are not so completed and the Developer shall carry out such work as shall then be necessary to complete the same before the expiration of the said period of fourteen days the purchase shall still be completed at the time specified in the preceding sub-clause without the necessity of the Developer serving upon the Purchaser any further notice under the preceding sub-clause. In the absence of any notice from the Purchaser under this sub-clause that the premises are not completed as aforesaid within the time stated the premises shall be deemed to be fully completed for the purpose of arriving at the completion date but without prejudice to any other provisions of this Contract _____

5. Vacant possession shall be given on completion _____

6. The Lessor's title is registered or is in course of registration at H.M. Land Registry with an absolute title and the title to be furnished to the Purchaser shall consist of a copy of the Lease under which it holds the property a copy of the entries in the Registers and either a copy of the filed plan or a Certificate in Form 102 by the Land Registry and an Authority to Inspect the Register _____

7. The said property is sold subject to the entries in the Property Register and Charges Register of the said title so far as the same are still subsisting and relate to the property hereby contracted to be sold except for any reference which may be made to any Debenture or Charge created by the Developer for the purpose of securing any money to be paid by the Developer and the same is also sold subject to the existence or otherwise of any of the matters which are by Section 70 of the Land Registration Act 1925 declared to be over-riding interests but the Lessor and the Developer shall not be required to define any of the same. The Purchaser having been supplied with a copy of such entries and draft Lease shall not raise any requisition or objection in connection therewith _____

8. On completion of the premises and on payment of the said moneys payable by the Purchaser the parties shall enter into the Lease in the form attached hereto and no departure from the terms of such Lease shall be made without the written consent of the Lessor and the Developer. The Purchaser shall at his own expense deliver to the Lessor a Counterpart of such Lease duly executed and stamped. The said Lease has been approved by H.M. Land Registry and the Purchaser shall be supplied with two further copies of the same for use as the engrossment and the certified copy for registration purposes for which forms the Purchaser shall pay to the Developer's Solicitors on completion the sum of Five pounds plus Value Added Tax. The Purchaser shall also be supplied with a further form of the said Lease and plan for the Counterpart _____

9. The plan annexed to the said draft Lease or a copy thereof shall be used with the said Lease to the Purchaser and no addition or alteration thereto shall be made without the consent of the Developer. Provided that if in the course of the development of the Estate of which the premises forms part the Developer shall from time to time find it necessary to make any variation in the layout of the said Estate the Developer shall be entitled to do so in which case if such variation shall effect the premises the Developer shall at its own expense prior to the completion of this sale and purchase supply to the Purchaser a fresh plan showing such variation in which case such fresh plan shall be used on the Lease to the Purchaser in lieu of the plan attached to the said draft Lease. In the absence of any written notification to the Purchaser or his Solicitor prior to completion the Purchaser shall assume that no variation in the said layout has been made. The Developer however shall not be entitled to make any such variation in the particular block of flats _____

- 4 -

or the particular block of garages of which the premises form part so as to make the flat and garage hereby contracted to be sold substantially different from that shown on the said plan or to deprive the same of any necessary support or protection or to diminish the value thereof but subject to any variation in the said development shall not annul the sale or give rise to any claim by the Purchaser for compensation or otherwise _____

10. (a) The property hereby contracted to be sold is sold subject to the Law Society's General Conditions of Sale 1973 Edition so far as the same are not inconsistent with the terms hereof and are applicable to a sale by private treaty _____

(b) The Purchaser hereby acknowledges that up to the time of entering into this Contract he has made such independent enquiries and inspections as he considers appropriate and has entered into this Contract in reliance upon his own judgement and not upon any statements made by or on behalf of the Lessee or the Developer and it is hereby agreed and declared that any representations made by or on behalf of the Lessee or the Developer are limited to those contained herein _____

11. (i) In any case where the Purchaser shall take possession of the property hereby contracted to be sold before the whole of the purchase money shall have been paid to the Developer he shall be deemed to enter as Licensee of the Developer and nothing herein contained shall be deemed to create any tenancy and the Purchaser hereby undertakes that so long as any part of the purchase money remains unpaid he will vacate the said property on demand and the following provisions shall also apply:-

(ii) The Purchaser shall be deemed to have accepted the Lessor's title and shall not raise any further requisition or objection in connection therewith _____

(iii) The Purchaser shall observe such obligations as he would be under in respect of any covenant agreement and declaration which he would have entered into in the said Lease had the assurance to the Purchaser been executed _____

(iv) The Purchaser shall sign and deliver to the Developer the Satisfaction Certificate hereinafter referred to _____

(v) In all other respects the taking of such possession before actual completion shall be deemed to be in accordance with Paragraph 6 of the Law Society's Conditions of Sale 1973 _____

12. (1) Until the execution of the said Lease the Developer will at its own expense insure the buildings to be erected by it as aforesaid against loss or damage by fire in such amount as it may think fit and will maintain such insurance until the date fixed for completion and in the event of any loss or damage being sustained in respect of the perils covered by such insurance then unless the same has been caused by or any such Policy of Insurance vitiated by any act or default of the Purchaser the Developer will at its own expense or out of the moneys payable under such insurance make good the loss or damage sustained. Provided that the Purchaser shall not be entitled to call for any evidence or further information in connection with such Insurance _____

(ii) As from the execution of the said Lease the premises shall be at the sole risk of the Purchaser _____

13. On completion of the purchase and without prejudice to the provisions of Clause 2 (1) hereof the Purchaser agrees with the Developer to sign and deliver to the Developer or its Solicitors a Certificate in the following form:-

"I/We the undersigned hereby confirm that I/We have inspected the above property prior to occupation and completion of the contract and declare myself/ourselves satisfied that the work has been carried out to my/our satisfaction to the true meaning and intent of the plans specifications and contract insofar as any defect or deviation was apparent or capable of being discovered on such inspection"

Provided nevertheless that the failure by the Developer to obtain any such Certificate from the Purchaser shall not prejudice the Developer's rights under this Contract _____

14. Any notice under this Contract to be given or served on the Purchaser shall be deemed to be effectively given or served if served personally upon that person or sent by registered or recorded delivery post to him or his Solicitors at his or their last known address and any notice required to be served upon the Lessor or the Developer shall be deemed to be effectively given if served personally upon or sent by registered or recorded delivery post to the Secretary of such Company at its registered office or its Solicitors except in the case of any notice required to be served under Clause 4 hereof which shall be deemed to be sufficiently served if sent by ordinary pre-paid post to the party concerned or its Solicitors _____

15. (a) On completion the Lessor shall for the sum of One pound payable by the Purchaser to the Lessor allot or procure the transfer to the Purchaser and the Lessee shall accept in the Purchaser's own name alone a one pound share in the Lessor a copy of whose Memorandum and Articles of Association having been supplied to the Purchaser prior to the signing hereof _____

(b) Notwithstanding the provisions of Article 12 of the Lessor's Articles of Association if either of them Clifford Roy Goodchild and Barry Edwin Witcher shall cease to be a Director of the Lessor whilst any of the flats comprised in the Head Lease of which the premises form part shall be uncompleted and no Lease of the same shall have been granted by the Lessor the Purchaser will concur in appointing as a Director of the Lessor such person as shall be nominated in writing by the Developer as a replacement for the said Clifford Roy Goodchild and Barry Edwin Witcher as the case may be _____

(c) The Purchaser shall not at any time whilst Clifford Roy Goodchild and Barry Edwin Witcher or either of them or such other nominee of the Developer are entitled under the present Articles of Association of the Lessor to remain the Directors thereof alter/attempt

to alter the said Articles without the consent of the said Clifford Roy Goodchild and Barry Edwin Witcher or the Survivor of them or such nominee or nominees as aforesaid and this sub-clause shall remain in full force and effect despite completion of all other matters arising under this Agreement

16 (a) The Developer has entered into or is proposing to enter into an Agreement with the Highway Authority under Section 40 of the Highways Act 1959 relating to that part of the road and footpaths intended to serve the premises other than those intended to be used in common by the Purchaser and other Lessees from the Lessor and not intended to be public highways supported by a Bond given by a Surety acceptable to such Authority for the amount required by such Authority. The Developer will supply to the Purchaser a copy of such Agreement (excluding the specification) and a copy or extract of the layout plan showing the roads and footpaths so far as they affect the premises but the Developer shall not be required to supply any copy of the technical drawings on such Agreement showing the construction of the roads. The Bond being in the possession of the Highway Authority the Purchaser shall rely upon the reference to the same in the said Section 40 Agreement and his Local Search and shall not require any copy of such Bond _____

(b) If however the Developer has not been able to complete such Agreement and Bond by the time this sale and purchase shall be completed the Developer will allow the Purchaser to retain out of the purchase money payable hereunder such reasonable sum as the Surveyor to the Purchaser's Mortgagees shall consider to be the amount of the contingent liability for such road works attributable to the premises. Provided nevertheless that this clause shall only apply if the Purchaser's Mortgagees are a recognised Building Society and the amount of such retention shall be deposited with such Building Society in the name of the Developer on terms that it is released direct to the Developer on completion of the said Agreement and Bond and the production to such Society of a copy of such Agreement or the adoption of the said road and footpaths as maintainable at the public expense whichever shall first happen. It shall also be a condition of such retention that the Developer shall be furnished with written evidence of the deposit of such retention money as aforesaid _____

17. Where the Purchaser is more than one person the singular shall (where applicable) be deemed to include the plural and where covenants are to be entered into by the Purchaser who is more than one person the same shall be joint and several. The masculine shall (where applicable) include the feminine and neuter genders _____

AS WITNESS the hands of the said parties hereto the day and year first before written _____

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