

APARTMENT SALES & PURCHASE AGREEMENT

DATED: July 22nd 2013

SLOANE INTERNATIONAL DEVELOPMENT

- and -

Mr / Ms xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Apartment Sales & Purchase Agreement

THIS AGREEMENT is made on

2013

BETWEEN

1. **Sloane International Developments 1, Registration Number: 1438046.**

Registered Office Address: Trident Trust Company (B.V.I), Trident Chambers, PO BOX 146, Road Town, Tortola, British Virgin Islands (the "Seller")

and

2. [Name] of [Address 1], [Address 2], further details of which can be found at Schedule 1 of this Agreement (the "Purchaser").

RECITALS:

(A) The Seller is the owner of a development located at 4-20 Edridge Road, Croydon, London, United Kingdom known as "The Edridge". "The Seller" in its expression shall include its nominees, successors, successors-in-title or assigns. **The anticipated completion date for the property is 2015.**

(B) The Seller has negotiated with the Purchaser to sell the "Property" as described in Schedule 2 of this Agreement. The Purchaser agrees to purchase the Property, for the purchase price as set out in Schedule 3 (the "Purchase Price") against which the Purchaser agrees to pay the Seller a reservation deposit (the "Reservation Deposit") in addition to the Booking Fee (as defined in Schedule 3 (the "Payment Schedule")) to reserve the Property upon execution of this Agreement and on-going payments towards the Purchase Price (the "Instalments") as indicated in the Payment Schedule.

IT IS AGREED as follows:

1. **Purchase and Transfer of the Property**

The Property shall be transferred with full legal title subject to the easements applicable by law and rights of way with or in favour of the Seller in accordance with this Agreement.

2. **Payment Terms**

- 2.1 The Reservation Deposit shall be paid by the Purchaser to the Seller within 14 days of the payment of the Booking Fee accompanied by a signed copy of this Agreement and the requisite proof of identification documentation. If the Reservation Deposit is not received by the Seller when due, the Seller will cancel the Purchaser's reservation for the Property.
- 2.2 The Purchaser confirms that the Reservation Deposit is non-refundable except as provided in Clauses 3.4, 5.2 and 5.3 of this Agreement.
- 2.3 The Reservation Deposit and the Instalments (together the "Instalment Payment(s)") shall be paid in UK Pounds Sterling (GBP) and any shortfall due to the fluctuation in the currency exchange rate shall be on the Purchaser's account and shall be immediately rectified by the Purchaser.
- 2.4 The Purchaser must pay each Instalment Payment in accordance with the Payment Schedule.
- 2.5 Without prejudice to the Seller's other rights pursuant to this Agreement, in the event of the non-payment on the due date of any amounts payable by the Purchaser in terms hereof, the Purchaser shall pay a penalty for the delay in payment on the amounts outstanding at the rate of five per cent (5%) per annum above the profit rate or appropriate base lending rate for the time being of HSBC Bank. in the UK from the due date of payment to the actual date of payment (both dates inclusive).
- 2.6 The Reservation Deposit shall be credited towards the Purchase Price and the Sale & Purchase Agreement shall constitute the contract for the sale of the Property to the Purchaser.

3. **Property Sale and Purchase Agreement**

- 3.2 The Purchaser shall deliver to the Seller the Sale and Purchase Agreement duly signed, within fourteen (14) days after the document has been received by the Purchaser.
- 3.3 If the Purchaser does not deliver to the Seller, the Sale and Purchase Agreement within thirty (30) calendar days of the date it was dispatched to the Purchaser, the Seller has the right to terminate the sale of the Property to the Purchaser, to re-assign the Property to a third party, or otherwise dispose of it as the Seller deems fit and to retain the Reservation Deposit.

4. Assignment

- 4.1 This Agreement may not be assigned or transferred by the Purchaser except with the prior written consent of the Seller.
- 4.2 The Purchaser may assign or transfer or pledge the Property to a third party if, prior to making the assignment or transfer, the Purchaser:
 - 4.2.1 has paid all the Instalment Payments (together with any interest) which are then due and payable; and
 - 4.2.2 has paid to the Seller, an administrative fee equal to two per cent (2%) of the Purchase Price paid by the transferee upon execution of the said assignment agreement.
- 4.3 In the event that the Seller grants its written consent for assignment of this Agreement by the Purchaser, the Seller's consent shall be given in the terms of a written assignment agreement in a form acceptable to the Seller, executed by the parties and the assignee.
- 4.4 The Purchaser may pledge or assign the benefit of the Property to a bank or financial institution providing finance to the Purchaser for the purchase of the Property without the prior written consent of the Seller
- 4.5 The Seller may assign this Agreement to any associated company by giving written notice of assignment to the Purchaser and the Purchaser hereby consents to such assignment and shall not raise any objection to the same. **8.**

5.

- 5.2 If a Termination Event occurs, the Seller may, at any time, immediately terminate this Agreement by giving written notice to the Purchaser. A **"Termination Event"** is any of the following:
 - 5.2.1 in relation to an individual purchaser, the making of a bankruptcy order in respect of the individual;
 - 5.2.2 in relation to a corporate purchaser, the Purchaser passing a resolution for its winding up or the appointment of an administrative receiver;
 - 5.2.3 if any payment specified in the Payment Schedule is not received from the Purchaser by the date on which it is due;
 - 5.2.4 if the Purchaser repeatedly delays the Instalment Payments in the Payment Schedule on three (3) or more occasions during the period before the completion date;
 - 5.2.5 if the Purchaser cancels this Agreement; or
 - 5.2.6 if the Purchaser does not comply with its obligations under Clause 3.2 of this Agreement.
- 5.3 On termination by the Seller under Clause 5.2 above, the Seller shall be entitled to retain all payments made by the purchaser in full as damages (**"Compensation"**) for the Purchaser's breach of this Agreement, which the Purchaser expressly agrees is a true and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of the Purchaser's default.
- 5.4 Any amount payable by a party under Clauses 5.3 shall be paid to the other party no later than fourteen (14) working days after the date of termination.
- 5.5 Termination of this Agreement will not affect any rights and obligations which have accrued prior to the date of termination and which remain unsatisfied on that date.

6.

- 6.0 Neither party will directly or indirectly in any capacity make use or disclose or permit to be disclosed to any other person (except as may be necessary to comply with any statutory obligation or order of any court or statutory tribunal) any confidential information relating to or belonging to the other party which comes into its possession directly or indirectly or indirectly as a consequence of this Agreement.
- 6.1 If there is more than one Purchaser in terms of this Agreement, the liability of each shall be joint and several.

For the avoidance of doubt, the parties agree that the costs and expenses incurred by either party in the performance of its obligations under this Agreement shall be borne solely by the party that is required to perform such obligation.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first written above.

[IF COMPANY]

Signed by the Purchaser: _____

[IF INDIVIDUAL(S)]

Signed by the Purchaser: _____

Signed by the Joint Purchaser (if applicable) : _____

Signed by the Seller: _____

8. Force Majeure

- 8.1 Notwithstanding anything contained herein the Seller shall not be liable for any failure or delay to perform its obligations under this Agreement due to causes beyond its reasonable control including but not limited to Force Majeure.
- 8.2 Payment by the Purchaser of any part of the Purchase Price or any other amount due under this Agreement when due shall not be excused or delayed due to an event of Force Majeure.
- 8.3 Upon the occurrence of an event of Force Majeure, both parties shall take all reasonable measures to minimise the effect of such event and use their reasonable endeavours to continue to perform their obligations under this Agreement so far as reasonably practicable.
- 8.4 For the purposes of this clause "Force Majeure" means events or causes not reasonably within the control of the parties claiming force majeure and which by the exercise of due diligence a party is unable to prevent or overcome including, but not limited to, acts of God, wars, terrorism, disease, strikes, lockouts, or other industrial disturbances, industrial equipment or materials, supply shortages, acts of the public enemy, blockades, insurrections, riots, decisions of government, epidemics, hurricanes, landslides, lightning, earthquakes, fires, storms, floods, subsidence, washouts, arrests and restraints of governmental/local council delays, civil disturbances, explosions, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies). This definition shall also extend to include any changes or amendments in any applicable laws, decrees, rules and/or regulations which may be varied from time to time which pertain to matters affecting title to any property.
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9. Notices

- 9.1 Any notice given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by courier or fax to the address or fax no. as set out in this Agreement. Any such notice shall be deemed to have been received:
- 9.1.1 if delivered personally, at the time of delivery;
- 9.1.2 in the case of a courier, on the date of delivery as evidenced by the records of the courier; or
- 9.1.3 in the case of a fax, at the time of transmission, as evidenced by the transmission report.
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10. Governing Law and Jurisdiction

- 10.1 This Agreement and the rights of the parties hereunder shall be governed and construed within the prevailing laws of the British Virgin Islands.
- 10.2 It is expressly agreed by the Parties that in the event of the Purchaser committing a default of any of the terms, obligations created hereunder and or in the event of the Purchaser's non-performance of any of the terms hereof, the Seller shall have an unfettered discretion to:
- 10.2.1 enforce any Arbitral Award made pursuant to this Agreement against the Purchaser and or;
- 10.2.2 commence any necessary legal proceedings and or other such necessary legal action as may be required against the Purchaser in any jurisdiction notwithstanding any conflict of laws and the Seller shall be at full liberty to institute any of the above proceedings against the Purchaser in the Purchaser's country of domicile. For the purposes of such proceedings and or action the law governing this Agreement and such proceedings and or actions shall be the law of the country in which the relevant proceedings and or action have been instituted in accordance with this clause.
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11. Arbitration

- 11.1 Subject to clause 10.2, all disputes, controversies or differences which may arise between the Parties out of or in connection with this Agreement, which cannot be settled by negotiation within thirty (30) days of the matter first being notified in writing to the other by the complaining Party, shall be finally settled by binding arbitration in accordance with the commercial arbitration rules of the Dubai International Arbitration Centre ("DIAC") or an arbitration seat in London, United Kingdom. The arbitration of all matters shall be conducted by one (1) arbitrator mutually appointed by the Parties from the panel of arbitrators approved by DIAC or the President of the Chartered Institute of Arbitrators (London, United Kingdom), as appropriate. If either Party refuses or neglects to appoint the arbitrator within thirty (30) days after receipt of written notice from the other Party requesting it to do so, the requesting Party may petition either the DIAC or the President of the Chartered Institute of Arbitrators (London, United Kingdom), as appropriate, for appointment of the aforesaid arbitrator. The language of the proceedings shall be in English and all such costs associated with the proceedings shall be determined in the final arbitral award. The arbitration award shall be final and binding upon the Parties.
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12.

- 12.1 The Purchaser shall be liable for the Service Charges on and from the Completion Date and acknowledges he has an obligation to contribute towards the common expenses for the Insurance, maintenance, management, administration and control of the Common Property of The Edridge calculated and payable to the Association in accordance with the Participation Quota and the provisions of the Constitution.
- 12.2 Service Charges budgets will be made available to the Purchaser on or about the Completion Date. The Purchaser shall pay to the Seller within 14 days of being notified of the Service Charges budgets a deposit in an amount equivalent to six (6) months Service Charges (as estimated by the Seller in accordance with the provisional Service Charge budgets) on the Completion Date as security for the Purchaser's
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SCHEDULE 1 – BUYER & SELLERS DETAILS

Details of the Seller:

Name: Sloane International Developments 1,
Registration Number 1438046:
Registered Office Address: Trident Trust Company (B.V.I), Trident Chambers,
PO BOX 146, Road Town BOX 146, Road Town, Tortola, British Virgin Islands.

Details of the Purchaser(s):

Individual(s)

Corporation

Primary Purchaser:

Name: _____

Nationality: _____

Passport No/Company Registration No: _____

Individuals: Please attach copy of passport and a recent utility bill.

Corporations: Please attach copy of Certificate of Incorporation or trade license and copy of passport and a recent utility bill for Authorised signatories.

Name of authorised signatory/ies (if power of attorney held for individual or if corporation): _____

Contact Details:

Home Address or Registered Office: _____

Office Tel No.: _____

Residential Tel No.: _____

Fax Number: _____

Mobile Number: _____

Email Address: _____

SCHEDULE 2 - PROPERTY DETAILS

The Property:

Unit No(s): _____ Floor No(s): _____

Approx. Floor Area: _____ No. of Bedrooms: _____

No. of Parking Bay(s) (included in Purchase Price): _____

No. of Additional Parking Bay(s) (at Additional Cost): N/A

SCHEDULE 3 – PAYMENT SCHEDULE

Payment Details:

Purchase Price: GBP _____

Reservation Deposit: GBP _____

Mode of Payment:

Cheque

Bank Transfer

Introduced by:

[CHOOSE EITHER]

OPTION 1 – 2 Year Payment Plan

Payment Schedule	%	Payment (GBP)	Payment Due
Reservation Deposit (which shall include the Booking Fee already paid if applicable)	20		Month 0
Instalment 1	10		Month 2
Instalment 2	10		Month 4
Instalment 3	10		Month 6
Instalment 4	10		Month 9
Instalment 5	10		Month 12
Instalment 6	10		Month 15
Instalment 7	10		Month 18
Instalment 8	10		Month 24
Total	100		

OR

OPTION 2 - 5 Year Payment Plan

Payment Schedule	%	Payment (GBP)	Payment Due
Reservation Deposit (which shall include the Booking Fee already paid if applicable)	10		Month 0
Instalment 1	5		Month 1
Instalment 2	5		Month 2
Instalment 3	5		Month 3
Instalment 4	5		Month 4
Instalment 5	2.5		Month 5
Instalment 6	2.5		Month 6
Instalment 7	2.5		Month 7
Instalment 8	2.5		Month 8
Instalment 9	1.25		Month 9
Instalment 10	1.25		Month 10
Instalment 11	1.25		Month 11
Instalment 12	1.25		Month 12
Instalment 13	1.25		Month 13
Instalment 14	1.25		Month 14
Instalment 15	1.25		Month 15
Instalment 16	1.25		Month 16
Instalment 17	1.25		Month 17
Instalment 18	1.25		Month 18
Instalment 19	1.25		Month 19
Instalment 20	1.25		Month 20
Instalment 21	1.25		Month 21
Instalment 22	1.25		Month 22
Instalment 23	1.25		Month 23
Instalment 24	1.25		Month 24
Instalment 25	1.25		Month 25
Instalment 26	1.25		Month 26
Instalment 27	1.25		Month 27

Sloane International Developments 1

Registration Number 1438046

Registered Office Address: Trident Trust Company (B.V.I), Trident Chambers, PO BOX 146, Road Town BOX 146, Road Town, Tortola. British Virgin Islands

Instalment 28	1.25	Month 28
Instalment 29	1.25	Month 29
Instalment 30	1.25	Month 30
Instalment 31	1.25	Month 31
Instalment 32	1.25	Month 32
Instalment 33	1.25	Month 33
Instalment 34	1.25	Month 34
Instalment 35	1.25	Month 35
Instalment 36	1.25	Month 36
Instalment 37	1.25	Month 37
Instalment 38	1.25	Month 38
Instalment 39	1.25	Month 39
Instalment 40	1.25	Month 40
Instalment 41	1.25	Month 41
Instalment 42	1.25	Month 42
Instalment 43	1.25	Month 43
Instalment 44	1.25	Month 44
Instalment 45	1.25	Month 45
Instalment 46	1.25	Month 46
Instalment 47	1.25	Month 47
Instalment 48	1.25	Month 48
Instalment 49	1.25	Month 49
Instalment 50	1.25	Month 50
Instalment 51	1.25	Month 51
Instalment 52	1.25	Month 52
Instalment 53	0.625	Month 53
Instalment 54	0.625	Month 54
Instalment 55	0.625	Month 55
Instalment 56	0.625	Month 56
Instalment 57	0.625	Month 57

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Instalment 58	0.625	Month 58
Instalment 59	0.625	Month 59
Instalment 60	0.625	Month 60
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Total	100	

SCHEDULE 3b – PAYMENT GUIDELINES

- All Instalment Payments must be in Pounds Sterling (GBP).
- Payments can be made through banker's cheque or bank transfer.
- If a bank transfer is made then the Purchaser may deduct the bank's charges for the transfer from the relevant Instalment Payment.
- All bank transfers should be paid to:



For A/C Name: Sloane Developments
Bank Name: **Barclays Bank**
Address: 10 Market Street, BD1 1EG
SORT Code: **20 11 88**
A/C No.: **33455971**
SWIFT Code: **BARCGB22**
IBAN Number: GB69BARC20118833455971

Reference No. UNIT NO: _____ REF: _____

When arranging your payment please remember to quote the above

Project Name _____

Unit No. _____

SCHEDULE 4 – INTERIOR & FURNISHINGS

The Seller acknowledges that he will provide the following list of items:

Living Room

Quantity	Type
1	Coffee Table
1	3 Seater Sofa
1	2 Seater Sofa
1	Armchair
3	Bookcases
2	Side Tables
1	Wollen Rug
3	Lamps
2	Curtains & Under curtains
1	Plasma TV 46"
1	Fireplace
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Bedroom Master

Quantity	Type
1	Kingsize Bed
2	Bedside Tables
1	Large Footstool
1	Armchair
2	Lamps
2	Fullsize wardrobes
1	Plasma TV 46"
1	Soft Furnishing
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Bedroom 2

Quantity	Type
2	Single Beds
2	Bedside Tables
1	Large Footstool
1	Armchair
2	Lamps
2	Fullsize wardrobes
1	Plasma TV 46"
1	Soft Furnishing
1	Wooden Flooring
1	Ac & Underfloor Heating Unit
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Bedroom 3

Quantity	Type
2	Single Beds
2	Bedside Tables
1	Large Footstool
1	Armchair
2	Lamps
2	Fullsize wardrobes
1	Plasma TV 46"
1	Soft Furnishing
1	Wooden Flooring
1	Ac & Underfloor Heating Unit
1	Wooden Flooring
1	AC & Underfloor Heating Unit

Dining Room

Quantity	Type
1	Dining Table
6	High Back Chairs
1	Rug
1	Side Table
2	Lamps
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Kitchen

Quantity	Type
12	High Gloss Units
1	Cooker
1	Washing Machine
1	Tumble Dryer
1	Dishwasher
1	Microwave
1	Granite Worktops
1	Kitchen Island Unit
1	Sink & Disposal Unit
1	Cutlery & Glasses
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Bathroom 1

Quantity	Type
1	Toilet & Hose
1	Sink
1	Shower Unit
2	Bathroom Cabinets
1	Rug
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

Bathroom 2

Quantity	Type
1	Toilet & Hose
1	Sink
1	Shower Unit
2	Bathroom Cabinets
1	Rug
1	Wooden Flooring
1	Ac & Underfloor Heating Unit

All Units Have Blinds unless specified*.

SCHEDULE 5 – Technical Specification

THE CONTRACTOR shall deliver the building and the premises in accordance with the architectural project - 1st quality of the construction – monolithic construction as per the approved projects of the respective parts with outside connections, water supply system sewerage and electric power lines in the following stage of completion:

1. Kind of construction – monolithic with thermal power station, with heat insulation columns, slabs and outside walls, with guaranteed quality of the materials under BDS.

Apartment Interiors

Internal walls	Plaster and paint (Dulux 101 wash and wear or equal)
Ceilings	Plasterboard with P50 shadow cornice to living areas, flush cornice to wet areas, paint finish
Internal doors	2040mm hollow core doors
Tiling	Travertine 300 x 300mm floor tiles to kitchen and wet areas, 600 x 300mm white gloss wall tiles to bathrooms
Carpets	Twist pile carpets
Air Conditioning	Fully ducted to bedrooms and living areas
Tapware	Vito Bertoni range
Door Hardware	Hafele stainless steel lever door furniture
Balconies	Fully vitrified ceramic tiles; 300 x 300mm

Kitchen

Cupboards	Combination of timber veneer and two pack lacquer
Floor	Travertine floor tiles; filled, honed and sealed, 300 x 300mm
Splashback	Colourback glass as per colour schemes
Bench tops	Essastone bench tops, 30mm square edge profile
Sink and mixer	Acero undermounted stainless steel double bowl sink, Vito Bertoni Nuova chrome sink mixer
Cook top	Smeg 900mm wide, 5 burner stainless steel gas cook top
Oven	Smeg 900mm stainless steel multifunction oven
Range hood	Smeg 900mm telescopic range hood
Dishwasher	Smeg 600mm fully integrated dishwasher
Microwave	Smeg 34ltr stainless steel microwave with trim kit

Penthouse apartments receive a Smeg combiset cook top in lieu of 900mm Gas Cook top. Combiset includes double ceramic cook top, double burner gas cook top and a dual control gas wok burner.

Ensuite, Bathrooms and Laundries

Internal walls	Paint on plaster finish to laundries and powderrooms, fully tiled walls to bathrooms and ensuites
Vanity	Essastone 20mm bench top with timber veneer drawers and cupboards below
Basins	Semi recessed white vitreous china vanity basin with Vito Bertoni Nuova chrome mixer
Mirror	Clear mirror with beveled edges
Toilet suites	Tessa vitreous china wall faced toilet with soft close seat
Shower rails	Vito Bertoni Aquazzone adjustable shower rail
Shower screens	10mm toughened glass, frameless shower screens
Bathroom accessories	10mm toughened glass, frameless shower screens
Bath	Acrylic inset bath as per architects selection
Washing machine	Bosch 7.5 Front Load Washing Machine
Clothes dryer	Bosch 7kg Condenser Dryer and stacking unit
Floor tiles	Travertine floor tiles; 300 x 300mm floor tiles 150 x 150mm to shower recess
Splashback to laundry	White gloss tile with rectified edge, 600 x 300mm laid vertically

Exterior Building Fabric

External walls	Masonry walls, rendered and painted
Roof	Colorbond Ultra finish steel roof
Windows	Commercial section with Dulux powder coat or equal
Sliding doors	Commercial section with Dulux powder coat or equal
Glazing doors	Comfortplus glass as per architects plan
Balcony balustrades	Frameless glass with stainless steel handrails
Car parking	Bitumen and paved surfaces with fencing as per architects plan
Stores	Concrete floor, Colorbond Ultra roof and painted masonry walls
Bin store	Concrete floor and painted masonry walls

Entrance Foyer

Floors	Fully vitrified ceramic tiles, 300 x 300mm
Walls	Plaster with paint finish
Lighting	Arrangement of compact fluorescent and recessed down lights
Security	Proximity card access control with CCTV intercom system

Security

Main security door	Proximity card access control with CCTV intercom system
Car park entry door	Proximity card access control
Escape stair door to car park	Proximity card access control
Intercom to apartments	CCTV intercom connected to main entrance door
Lift	Proximity card reader to secure upper floors
Car park entry gates	Air key type remote control for sliding car park gates

Common Areas

Lift	Schindler 5300; 1125kg, 15 passenger car
Walls	Rendered and painted masonry and in situ concrete walls
Floors	Fully vitrified ceramic tiles; 300 x 300mm
Lighting	Arrangement of wall lighting, compact fluorescent and recessed down lights
Lobby balustrades	Aluminium framed powdercoat finish with glass infill

SCHEDULE 6 – Transportation

Transport Connections: Nearest Station:

East Croydon (10min walk) and West Croydon (4min walk) rail stations are both a key transport interchange for National Rail, Tram Link and London buses in south London.

Both are located in Travel card Zone 5 providing easy access to London's West End, The City and Gatwick Airport all in under 20 minutes.

Nearest Tube Station:

From East Croydon Rail Station, the jubilee line can be accessed at London Bridge in 13 mins. London Bridge to Bank for the City in 2 mins (total 15) or Canary Wharf in 7 minutes (total 20).

In 2010 the East London line tube extension opened providing a direct route from West Croydon to Canada Water in 27 minutes. The new trains will be fast, frequent (5 per hour) and air conditioned.

- Clapham Junction - 10 minutes
- London Bridge - 13 minutes
- Waterloo East - 21 minutes
- Kings Cross – 33 minutes

There are extensive road links easily connecting Croydon to A23, M23 and M25 and London Buses operate an extensive bus network from the West Croydon Bus Station providing regular services into and out of Central London and to a number of local destinations.

The X26 also provides a regular bus service to and from Heathrow Airport.

The extensive bus and railway networks are supplemented by a well established tram light rail network, Tramlink, which now carries over 20 million passengers a year and connects the town centre via 3 separate routes, all of which stop at the West Croydon tram stop.

A stylish development of residential suites, 1, 2 and 3 bedroom apartments.

A major feature of the scheme is the iconic 23 storey tower with clad in a variety of high quality natural materials which will generate superb views North to the City and South to the Downs.

A secure development with a five star hotel style entrance lobby with 24 hour Concierge service

Residents only Gym and meeting room facility, CCTV and secure entry system.

Over 20,000 sq. ft of commercial space and a number of roof gardens.

Large regeneration scheme, with significant political backing to promote Croydon as London's 3rd City and recognised within 'The London Plan'.

A contemporary specification throughout with a superior finish and build quality.

Dedicated Customer Relations Manager to guide you through your purchase and demonstrate the functions of your new home.

Views/Balconies/Terraces:

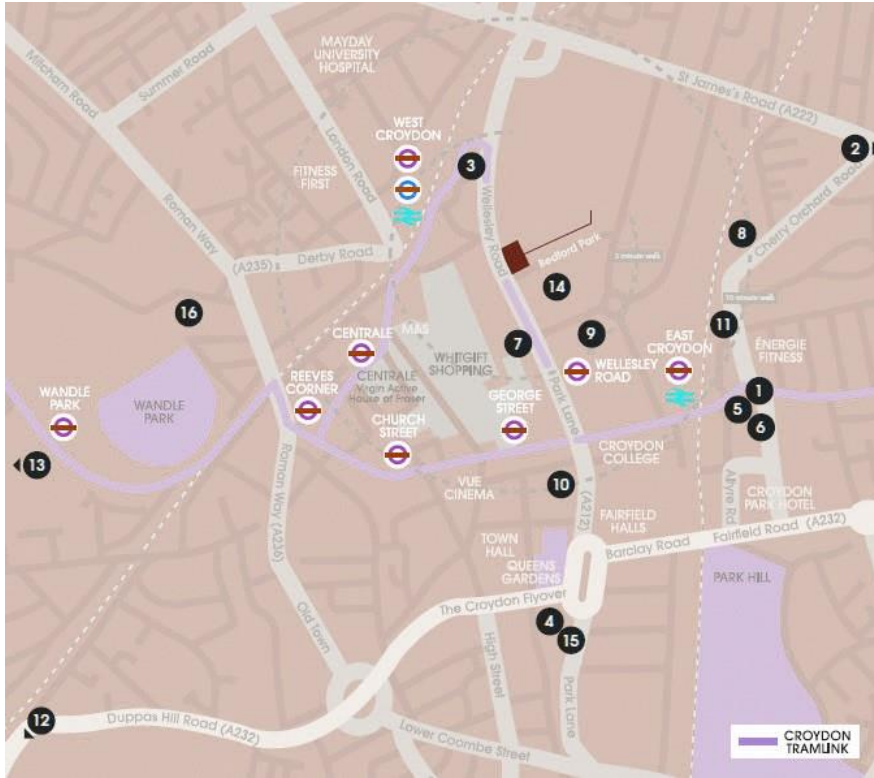
All the properties benefit from outside living space in the form of a balcony or communal landscaped sky gardens featuring contemporary water features, stunning landscaping, ideal place to work, rest and play.

Excellent transport connections, improved cross-city transport connections, training and job opportunities.

To explore the local area you could take a leisurely stroll to many of its leisure and recreational facilities.

Business:

Croydon is the largest financial and retail centre outside the City of London. The borough is now one of London's leading business, financial and cultural centres and its influence in entertainment and the arts including the famous Fairfield Halls which seats over 1800 people contributes to its status as a major metropolitan centre. A large number of people commute into Croydon daily providing a good market for rentals and pied-a-terre. Croydon is a mainly office based employment centre for many large public and private companies detailed below:



- A.I.G American International Group
- Balfour Beatty
- B.T British Telecom
- Direct Line
- Institute of public finance
- Liberata
- Lloyds TSB
- Merrill Lynch
- Mott Macdonald
- Nestle
- Pegasus
- Real Digital International
- Superdrug
- The Home UK Border Agency
- The Royal Bank Scotland
- Virgin Media

Shopping & Leisure:

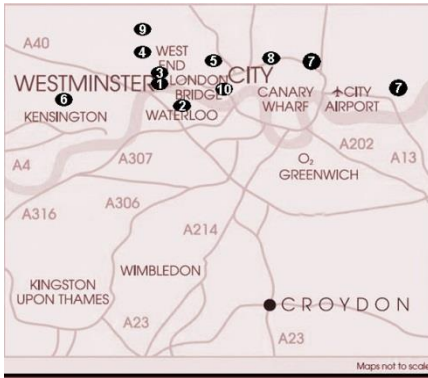
Croydon is the 4th largest retail center in London with over £1 billion being spent there every year. It is one of the biggest retail centers in the UK with over 230,000 sq m of retail space.

- Within five minutes walk are two of the UK's largest shopping center's
- With over 140 shops, the Whitgift centre boasts: Alders, Marks & Spencer and many other High Street names.
- With over 60 shops Centrale has a flagship House of Fraser store with a cosmopolitan food hall that includes Yo! Sushi.
- Purley Way provides a choice of DIY stores, an IKEA store and a new John Lewis Home store amongst others

With over 300 parks Croydon is London's greenest Borough with 32% of its area being open space. It has seven Green Flag parks and is a silver class winner of the prestigious RHS Britain in Bloom 2009 award.

Sporting facilities include a wealth of gyms in the town centre:

- Virgin Active
- Energie Fitness
- Fitness First
- Crystal Palace.



Universities

- Kings College London – 13mins
- London South Bank University – 17 mins
- London School of Economics + Political Science – 21 mins
- University of Westminster – 21 mins
- City University London – 21 mins
- Imperial College London – 22 mins
- University of East London- Dockland & Stratford Campus – 27 & 33 mins
- Queen Mary University of London – 30 mins
- London Metropolitan – 37 mins

Theatres & Galleries:

From the popular West End theatres to the many fascinating art galleries, London offers an unequalled variety of arts and culture. Slightly further afield, the Impressive Barbican Complex which is Europe's largest multi-arts and conference centre. It provides a unique programme of world-class performing and visual arts, both classical and contemporary. Beautifully restored to its 16th century splendour Historic Globe Theatre is a faithful re- construction of the open air playhouse designed in 1599 and the perfect venue to enjoy the works of Shakespeare, this contemporaries and other modern authors.

The Tate Modern on Bankside, one of the family of four Tate galleries, also exhibits a fine collection of British art from the year 1500 to the present day. Across the river the popular London Eye has become a symbol of living art in itself, influencing a remarkable transformation of County Hall into a hive of activity with such attractions as the London Aquarium and the new Dali Universe.



SCHEDULE 7 – General

No variation of this Agreement shall be valid unless it is in writing and signed by each of the parties or their authorised representatives. The stipulated area of the Property includes the area of walls, shear walls, columns, balcony, store rooms. The Seller may from time to time make such variations to the area as may in the circumstances be necessary for aesthetic, commercial or technical reasons.

If any provision of this Agreement becomes invalid, illegal or unenforceable, the parties shall mutually agree, in good faith on another substitute provision to replace the invalid, illegal or unenforceable provision which shall, as nearly as possible, validly give effect to the intentions of the parties, as expressed herein.

This Agreement and the documents referred to in it constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all previous verbal or written agreements and negotiations between the parties including but not limited to, representations made in the marketing material, sales brochures, models, view sets, showroom displays, photographs, videos, illustrations and revenue projections and financial statements made available to the Purchaser.

No concession or other indulgence granted by the Seller to the Purchaser whether in respect of time for payment or otherwise in regard to the terms and conditions of this Agreement shall be deemed to be a waiver of its rights in terms of this Agreement.

In all events the Seller shall not be liable to compensate the Purchaser for any losses, costs, expenses or damages including any consequential, economic or indirect losses resulting from any delay in the Anticipated Completion Date whatever the reason including but not limited to an event of Force Majeure.

The recitals shall form an integral part of this Agreement. The Schedules shall form an integral part of this Agreement. The Purchaser understands that the pictures, layouts, and other details pertaining to the Property provided by the Seller, are indicative only and may change from time to time in accordance with the final design of the project and planning permissions.