Terms of business

Joint sole agency agreement

Confidential **Date:** 28 August 2026

Client: Mr Brahmal Vasudevan and Mrs Shanthi Kandiah ("you") as the legal owner

Property: Flat 3, 16-17 Ennismore Gardens, London, SW7 1AA ("property")

These terms of business form the basis on which we act for you in relation to the sale of the property, subject to any amendments that may be agreed between you and us in writing.

1. Joint Sole Agency
You are instructing us to act together with Sotheby's ("the other agents") as your joint sole agents. All references to "we" or "us" mean Knight Frank LLP and in clauses 1, 2, 4, 13 and 14 the other agents also.

By appointing us, you are entering a legally binding contract giving us the right to act as your only estate agents while the instruction is in force. You will be liable to pay us the commission fee and any other agreed costs or charges if an unconditional contract is exchanged at any time for the sale of the property (or for the sale of the Shares) to a purchaser:

(i) introduced by us during the period of our joint sole agency or with whom we had negotiations about the property during that period; or

(ii) introduced by any other agent during that period.

A purchaser may be introduced directly or indirectly as a result of our activities. "Shares" means shares in the company which owns the property.

2. Identity of Buyers

2.1 When we have received confirmed instructions to sell the property, you must notify us of any private approach or offer to you so that we may negotiate, unless we agreed with you a special arrangement in writing at the time of the instructions.

2.2 Additionally, prior to exchanging contracts, you must inform us of any change in identity of any buyer without delay.

3. Sub-Agents
Unless you instruct us to the contrary, we reserve the right to instruct a limited number of sub-agents on a commission-sharing basis.

4. Commission Fee
Our fee for a joint sole agency is 2.5% of the total sale price paid by the purchaser for the property (or the Shares) and any contents plus VAT thereon. Our fee inclusive of VAT will be 3%. The fee is split between Knight Frank LLP and the other agents. Our fees (together with any unpaid expenses which have been invoiced) become due and payable to us on exchange of contracts. There will be an additional 0.5% plus VAT available for any third-party contact that successfully introduces a buyer. A conditional contract will be treated as unconditional on satisfaction of any conditions or on completion whichever is sooner.

5. Payment of Accounts

5.1 You agree to instruct your solicitors to provide an undertaking to pay our fees out of the net proceeds of sale on completion if not paid before. Such undertaking must be provided once sale terms have been agreed and prior to the issue of the memorandum of sale. Provided that we receive such undertaking, we shall allow the fees to be paid on completion by your solicitors. If at any stage of our instruction you become aware that there may be insufficient funds available to pay our fees from the net proceeds of sale, you must notify us immediately.

5.2 If any invoice remains unpaid after the date on which it is due to be paid, we reserve the right to charge interest, calculated daily, from the date when payment was due until payment is made at 4% above the then prevailing bank base rate of National Westminster Bank PLC or (if higher) at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and its regulations (if applicable). If we should find it necessary to use legal representatives or collection agents to recover monies due, you will be required to pay all costs and disbursements so incurred.

5.3 If the sale of the property proceeds by way of sale of Shares you shall be obliged to pay us the fee set out in clauses 1 and 4 above in recognition of the professional advice and services provided by Knight Frank LLP to you in relation to the property.

5.4 Knight Frank LLP is not authorised to and will not advise you in relation to any sale of the Shares but solely in relation to the property related aspects of the disposal.

6. Marketing Expenses
~~Marketing expenses you must pay are set out in the attached letter or schedule or, if agreed at a later date, will be confirmed in writing. These expenses are payable (in addition to our commission fee) whether or not a sale is completed. We require you to pay these costs in advance when we have to commit to them on your behalf. If we give an estimated~~

Knight Frank, Knightsbridge
52-54 Sloane Avenue, London, SW3 3DD, United Kingdom
020 7591 8601

~~figure, we will charge the same amount as the cost to us. Any costs paid in advance will not be paid into a client account and accordingly that money will not be covered by RICS client money protection scheme. By signing these terms of business you confirm your consent to this.~~

7. VAT

You must also pay value added tax (VAT) at the prevailing rate on all our invoices wherever you live.

8. Offer of Other Services to Purchasers

We may offer the following services to prospective purchasers, and similarly the services may be offered to them by another organisation in circumstances where we may benefit financially: financial services including mortgages insurance and pensions; property letting and management services; building construction; refurbishment and maintenance services and the sale of the prospective purchasers' property.

9. Accuracy of Statements

In marketing the property, we are legally obliged to ensure that all information provided is accurate, not misleading and does not omit material information. We will ask you to verify any aspect of the property about which we cannot be certain. You must tell us if you are aware of any matter which may be material to a buyer. You must also tell us if you become aware of any inaccuracy in our sales particulars, advertising copy, press releases or any other information we produce about the property.

9.1 You confirm that if you appoint a Representative to complete your Property Information Form, 'About my Home' guide and/or any other disclosure forms or requests on your behalf, you shall satisfy yourself, prior to submission of any such information, that: (a) your Representative has the requisite knowledge to provide accurate and complete information; and (b), that all information provided is accurate, complete, and not misleading. You shall remain fully liable for any claims, damages or other losses arising out of or in connection with any inaccuracies, errors, or omissions in any such information about your property as provided by your Representative. "Representative" shall mean any person acting on your behalf in respect of your property.

10. Planning Enquiries

Unless specifically requested by the client, we will not undertake specific planning enquiries relating to the development potential for the property and therefore this is not taken into account in any marketing advice or recommended sales price. Knight Frank do have a specialist planning department that can provide advice in this respect if requested.

11. Energy Performance of Buildings Regulations

It is your obligation to commission an Energy Performance Certificate (EPC) before marketing can commence. The Regulations require that all 'reasonable efforts' are made to obtain an EPC within seven days of the start of marketing, and with an absolute duty to provide them within 21 days thereafter, so that they may be provided to purchasers at the earliest opportunity. The Energy Performance Indicator (the Rating) must form part of both written and electronic particulars. Where you do not commission an EPC you authorise us to obtain one for you, should we consider this to be appropriate, to enable us to issue particulars. In that event the cost of the EPC will be payable by you in addition to our fee and any other marketing expenses. An estimate of this cost will be made to you as soon as practicable. We can provide you with any advice or support in obtaining Energy Performance Certificates on request.

12. Complaints Procedure

A copy of our complaints procedure is available on request. This includes details of the Redress Schemes which are the PRS (Consumer Redress Scheme) and RICS Dispute Resolution Service (Business Redress Scheme).

13. Termination and Withdrawal

13.1 Our instructions to act may be terminated in the following ways:

(a) by either party by giving 28 days' notice in writing; or

(b) by us giving you notice in accordance with clause 18.2 below.

13.2 If either (a) or (b) above happens, you must immediately pay all previously agreed costs that we have incurred on your behalf. This will include any costs we would otherwise have carried until a sale took place. You will remain liable for any fees due to us under clauses 1, 4, 5 or 13.2. Clauses 15, 22, 24 and 25 will remain fully in force even though the agreement has been terminated.

13.3 If we introduce a purchaser to you and agree sale terms in accordance with your instructions, we reserve the right to charge you 50% of the agreed fee if you withdraw from the sale of the property.

13.4 If you instruct another agent during or after the period of our joint sole agency, you may be liable to pay our fee as well as theirs.

14. Letting

We are instructed to sell your property but if we introduce a possible buyer who rents the property from you instead, you must pay us when the letting starts a fee that is 11% of: (a) the annual rent payable; or (b) for a letting that lasts less than 1 year the total rent payable for the period of the letting. However, if the same party then buys the property, you must pay our commission fee in full less the amount of the letting fee you have paid us.

15. Liability

15.1 As far as the law allows, our total liability to you for any direct loss or damage caused by our negligence or breach of contract is limited to the higher of £50,000 or ten times Knight Frank LLP's commission fee under this agreement. We do not accept liability for any indirect or consequential loss (or for loss of profits). These limitations do not apply to our liability for death, personal injury caused by negligence or to our liability for fraud.

15.2 You agree not to bring any claim arising out of or in connection with this agreement against any member, employee, "partner" or consultant of Knight Frank LLP (each called a "Knight Frank Person"). These individuals do not have a personal duty of care to you. Any such claim for losses must be brought against Knight Frank LLP. Any Knight Frank Person may enforce this clause under the Contracts (Rights of

Third Parties) Act 1999, but these terms may be varied at any time without the need for any Knight Frank Person to consent.

16. Conflict of Interest

We have procedures in place in order to avoid conflict of interest, but if you become aware of any conflict or potential conflict, you must advise us. It is possible that a retained client of The Buying Solution (TBS), which is a division of Knight Frank, may be interested in the property and if so, TBS will contact and have all dealings with the other agents and not Knight Frank, in order to avoid any conflict. If this happens, the other agents will be requested to notify you, but you will remain liable for the full commission payable on any such sale.

17. Information about Knight Frank LLP; meaning of "partner"

Knight Frank LLP is a limited liability partnership registered in England and Wales with registered number OC305934. This is a corporate body that has "members" not "partners". Our registered office is at 55 Baker Street London, W1U 8AN where a list of members may be inspected. Any representative of Knight Frank LLP described as "partner" is either a member or an employee of Knight Frank LLP and is not a partner in a partnership. The term "partner" is used because it is an accepted way of referring to senior professionals.

Our Value Added Tax registration number is 438 2690 74. We are regulated by the Royal Institution of Chartered Surveyors in the UK. The details of our professional indemnity insurance specified in the Provision of Services Regulations 2009 will be provided to you on request by Secretariat & Pensions.

18. Financial Crime

18.1 We are obliged by law to accept and conduct instructions in accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act 2002 (and any amendments thereto).These require us, in certain circumstances, to establish the identity and address of our clients and, if different, vendors and potential purchasers of property and/or other relevant transactional counterparties, and the source of any funds received, and to renew this due diligence on a regular basis. You agree to promptly provide to us any information or documentation which we reasonably request in this regard and to assist us in the collection of any information we request from transactional counterparties (including potential buyers) in this regard. Information on a transactional counterparty must be provided to us before you enter into a binding contract with that counterparty (for example, a contract for sale, a tenancy agreement or Heads of Terms). Searches may also be conducted on directors and beneficial owners as is required by the legislation. Where required, we will be unable to continue to act for you unless we have completed and if required renewed, the necessary due diligence on our clients and transactional counterparties. In the event that any key information that would alter our records changes during the course of this instruction, such as a change in any beneficial owners or a change in the identity of a transactional counterparty, you must inform us without delay. This information will not be disclosed to any other person, except for those authorised to regulate or conduct enquiries under the Money Laundering Regulations 2017 (and any amendments thereto) or where otherwise required by applicable law or regulation.

18.2 If we are unable to complete the required due diligence for any reason, we reserve the right to terminate our contractual relationship with you immediately on written notice to you.

18.3 We shall have and shall maintain in place such policies and procedures as are reasonable to prevent the facilitation of tax evasion by another person and as such shall not knowingly engage in any activity, practice or conduct which would constitute either (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

18.4 The Register of Overseas Entities came into force on 1 August 2022. Overseas entities who want to buy, sell or transfer property or land in the UK must register with Companies House. Delays in registering the entity with Companies House will delay exchange and completion. Knight Frank will not be liable for any delay due to your failure to comply with the Economic Crime (Transparency and Enforcement) Act 2023.

19. Anti-Bribery, Corruption & Modern Slavery

19.1 We agree that throughout the term of our appointment we shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, (the "Relevant Requirements");

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) maintain anti-bribery and anti-corruption policies to comply with the Relevant Requirements and any best practice relating thereto; and

(d) promptly report to you any request or demand for any undue financial or other advantage of any kind in connection with the performance of our services to you.

19.2 We take all reasonable steps to ensure that we conduct our business in a manner that is consistent with our Anti-slavery Policy and comply with applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

20. Legal Advice and Regulated Activity

20.1 We are not qualified legal practitioners and we do not provide legal advice and any statements made by us, or advice given, in a legal context should be construed accordingly. We cannot prepare leases or similar documents or provide assistance in connection with the application of the law or other technical or separately regulated services. Where required you should seek appropriate legal advice.

20.2 Subject to clause 20.1, where appropriate we will liaise with your legal advisors. However, we accept no responsibility for any work carried out by them and we will not be liable for anything contained in legal documentation prepared by them.

20.3 Knight Frank LLP is not authorised by the FCA and will not provide regulated services. Our services concern the purchase and sale of real property only (and interests therein) and we do not provide services in relation to securities or other regulated investments. If at any time a property transaction is effected through the sale of interests in a corporate vehicle, our services relate solely to the underlying property and we do not advise on the merits of buying or selling interests in the corporate vehicle. In such cases, if (i) the transaction is for less than 50% of the voting rights in the corporate vehicle; or (ii) the transaction may otherwise involve Knight Frank LLP carrying on FCA regulated activities, you agree that we may transfer any part of our services to an appropriately authorised Knight Frank entity (including Knight Frank Capital Advisory). Our fee arrangements remain unchanged in such circumstances.

20.4 Where property is bought or sold through a corporate vehicle, our services will not include:

- Investment advice in the form of personal recommendations on the suitability of selling shares,
- Directly negotiating, concluding or executing share transactions on the client's behalf,
- Intermediating the exchange of contracts.

21. Data Protection

21.1 For the purposes of this clause “Data Protection Legislation” means: (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and (ii) the Data Protection Act 2018 (the “DPA”), including any regulations and secondary legislation relevant thereto, and then (iii) any successor legislation to the GDPR or the DPA.

21.2 You and we shall comply with applicable requirements of the Data Protection Legislation.

21.3 We will only request your personal data if there is a lawful basis for processing as per our Group Privacy Statement that can be found at http://www.knightfrank.com/legals/privacy-statement. By transferring any personal data to us you warrant and represent that you have the necessary authority to share it with us and that the relevant data subjects have been given the necessary information regarding its sharing and use.

21.4 We may transfer personal data you share with us to other associated Knight Frank entities and/or group undertakings. Some of these recipients may be located outside of the United Kingdom. We will only transfer such personal data where we have a lawful basis for doing so and have complied with the specific requirements of the Data Protection Legislation.

21.5 Full details of how we use Personal Data can be found in our Group Privacy Statement at http://www.knightfrank.com/legals/privacy-statement.

22. Documents

Certain documents may legally belong to you, but it is necessary for us to destroy correspondence and other papers after six years except for documents that we consider to have continuing significance. If you want us to keep particular documents, you must instruct us accordingly.

23. Rights of Third Parties

Except as set out in clause 15, none of the terms of this agreement are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (except a joint agent).

24. Publicity

You agree that we may at any time, including after this agreement ends, publish promotional material (including photographs and videos of the property) about the transaction. We will not disclose any confidential information without your prior written consent.

25. Law

25.1 These terms are subject to the laws of England and Wales and any dispute that arises in any way out of this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25.2 If a court rules that any provision of these terms is invalid or unenforceable, this will not affect the rest of the terms, which will remain fully in force.

26. Force Majeure

Neither party shall be liable under or in connection with these terms to the extent that such liability arises as a consequence of any event or circumstance or cause beyond the reasonable control of that party.

27. Notice of the Right to Cancel

If you are a private individual dealing wholly or mainly outside your business your attention is drawn to the notice of your right to cancel this contract which is in the Schedule to these terms. If you instruct us to commence marketing the property immediately and you subsequently cancel our instructions within the cancellation period you must pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract including any commission fee due.

28. Royal Institution of Chartered Surveyors

Knight Frank LLP is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct for Firms and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm’s nominated RICS Responsible Principal is Tim Robinson, Head of Commercial, email rics.principal@knightfrank.com.

29. Use of AI

As part of our internal operations, including in the delivery of surveying services, we may use Artificial Intelligence (“AI”) technologies to support workplace productivity, internal communications, data analysis, and service delivery. These tools may process work-related information and, potentially, limited personal data. The use of AI is grounded in our legitimate interest, and, where required, may be based on your consent or other applicable legal grounds. All AI-related data processing is conducted in accordance with the GDPR and any other applicable local data protection laws. These AI systems are subject to human oversight, privacy and security safeguards, regular evaluations and are in accordance with the RICS Professional Standard on the 'Responsible use of artificial intelligence in surveying practice'. We do not use AI for automated decision making. For more information, to object to, or opt out of, the use of AI or to seek redress if you feel you have been negatively affected, please see our Group Privacy Statement (https://www.knightfrank.co.uk/legals/privacy-statement).

If you wish us to start work during the cancellation period please tick here [ ]

OR

If you do not wish us to start work during the cancellation period please tick here [ ]

Read and agreed

Owner 1:

(Please sign, date and print name, and position if applicable)

Print name Brahmal Vasudevan

Date 29 Aug 2026

Owner 2:

(Please sign, date and print name, and position if applicable)

Print name Shanthi Kandiah

Date 29 Aug 2026

The following schedule should only be completed in the event that you wish to cancel this contract.

Schedule - Notice of right to cancel this contract
If you are a private individual dealing wholly or mainly outside your business and this agreement is made either away from our offices at a face to face meeting or by distance communication (i.e. by letter, phone, fax or email) following a face to face meeting away from our offices or following an offer made by you during a face to face meeting away from our offices you have the right to cancel this contract without giving any reason without any cost to you within 14 days of instructing Knight Frank LLP to act for you. This right can be exercised by delivering or sending (including by electronic mail) a cancellation notice at any time within the period of 14 days starting with the date of receipt of this notice of the right to cancel the contract.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you wish to cancel the contract you **MUST INFORM US BY A CLEAR STATEMENT** (e.g. by a letter sent by post or email) and deliver personally or send (which may be by electronic mail) this to the person named below. It is recommended that if you wish to return this form by post this should be done using Royal Mail's Special Delivery service to ensure that the office receives it. You may use the attached cancellation form but you do not have to.

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(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**)

To Knight Frank *[address and email]*
Omar Areef
Associate
52-54 Sloane Avenue
London
SW3 3DD
United Kingdom
knightsbridge@knightfrank.com

I/We hereby give notice that I/we wish to cancel my/our contract for the provision of estate agency services relating to

Address of Property

Flat 3, 16-17 Ennismore Gardens, London, SW7 1AA

Name of Owner(s):

Owner 1:

(Please sign, date and print name, and position if applicable)

Print name ______________________

Date ______________________

Owner 2:

(Please sign, date and print name, and position if applicable)

Print name ______________________

Date ______________________

Knight Frank, Knightsbridge
52-54 Sloane Avenue, London, SW3 3DD, United Kingdom
020 7591 8601

knightfrank.co.uk

Your partners in property