

CUSTOM BUILD STATEMENT

Land to the South of Funtley Road Fareham (Ref: P/20/1168/OA and APP/A1720/W/21/3283643)

Outline Application to Provide Up To 125 One, Two, Three and Four-Bedroom Dwellings Including Six Self or Custom Build Plots, Community Building or Local Shop (Use Class E & F.2) With Associated Infrastructure, New Community Park, Landscaping and Access, Following Demolition of Existing Buildings.

Context

The national requirement for Local Authorities to maintain a register of individuals and associations who are seeking to acquire serviced plots of land is contained in the Self-build and Custom Housebuilding Act 2015, the Self-build and Custom Housebuilding (Register) Regulations 2016 and the Self-build and Custom Housebuilding (Time for Compliance and Fees) Regulations 2016.

Planning permission was granted at appeal on 31st May 2022 for the proposed development. Subsequent to the appeal decision, in 2023 the Fareham Local Plan 2037 was adopted which includes Policy HP9, a self and custom build policy that requires developments of 40 homes or more to provide 10% as self or custom build plots. The Council subsequently adopted the Self and Custom Build Housing Supplementary Planning Document in October 2023.

The S106 Unilateral Undertaking (“**s.106 UU**”) sets out at Schedule 6 the Custom/Self Build requirements for the planning permission (ref P/20/1168/OA and APP/A1720/W/21/3283643) (“**Permission**”).

Relevant to the submission of reserved matters, Clauses 1.1 and 1.2 of Schedule 6 of the s.106 UU states:

“1.1 To submit to the Borough Council for approval prior to the submission of the first Reserved Matters Application:

- (a) The Custom Build Plan;*
- (b) The Marketing Strategy; and*
- (c) The Marketing Terms.*

1.2 Not to submit a Reserved Matters Application until:

- (a) The Custom-build Plan;*
- (b) The Marketing Strategy; and*
- (c) The Marketing Terms*

have been submitted to and approved in writing by the Borough Council.”

In summary, the Permission/s.106 UU has an obligation to provide six plots as Custom/Self-Build units on the Development.

There is no specific obligation to provide either Custom Build or Self Build in the planning permission. **Reside will therefore elect to provide six Custom Build Plots delivered as 'Shells'.**

Custom Build Plots are defined in the s.106 UU as:

"Residential Units built or completed by individuals, associations of individuals or persons working with or for individuals or associations of individuals to be occupied as homes by those individuals, and where those individuals have primary input into the plans or specifications of their respective houses in accordance with the definition in the NPPF (Annex 2) or any subsequent amendment or modification or replacement of the NPPF or in any regulation statute or guidance issued and relating to custom build housing."

The "Scheme" is defined within the s.106 UU as "a scheme showing the proposals for the Custom or Self Build Unit".

The "Marketing Strategy" is defined as "a strategy for the marketing of the Custom or Self Build Units.... in particular include how the Custom or Self Build Units will be marketed to people on the Custom Build Register".

The "Marketing Terms" are defined as "the terms and conditions for the sale of the Custom or Self Build Units...".

In addition, the SPD includes several sub-categories of Custom Build, including 'The Shell'. The Shell is defined as:

"This is a wind and water-tight home with no internal fixtures or fittings. You will need to arrange for all the trades yourself to complete. Sometimes this is also called 'self-finish' which may mean more of the internal works have already been done."

As set out in the SPD, a Shell unit meets the definition of Self/Custom Build in the Self-build and Custom Housebuilding Act 2015.

Custom Build Scheme

In accordance with the requirements of the planning permission and the recently adopted SPD, and as stated above, the six plots will be provided as Shell units.

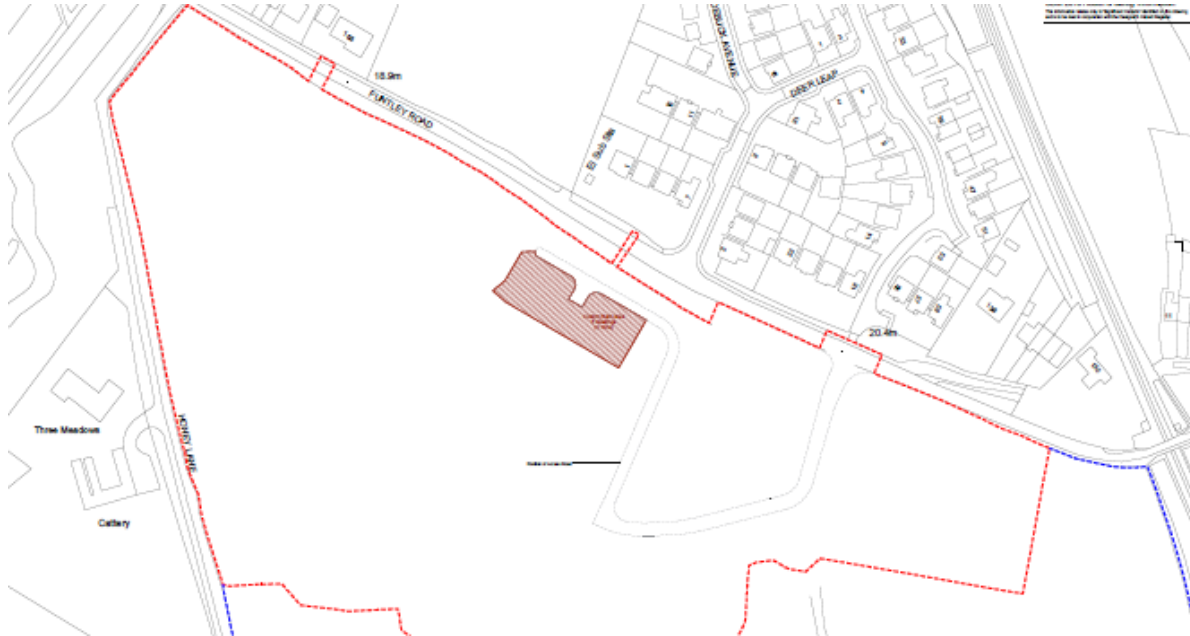
The details of the Shells are set out in the plot passports (Appendix B) and they allow full customisation of the Shells, including, but not limited to, the internal layout and arrangements, the external materials (in accordance with the pallet agreed by the Council), whether they are 2-bed, 3-bed or 4-bed homes, boundary treatments/options, porches, car ports and bay windows.

As required by the SPD and UU, the location of the plots is shown below (also Appendix A). These are grouped together, as per the Council's preference.

The plot location has been carefully selected to ensure they are easily accessible within the development and will be at an earlier stage of the development programme. The plots are also easy to access separately for construction purposes.

As can be seen from the Custom Parcel location plan, the access/service road will be provided by the developer, up to the plot boundaries.

The access/service road will be installed to base layer level prior to commencement of the first custom plot and the final surfacing (surface course) to be completed before occupation of the final of the custom build homes.



The parcel containing the Custom Build Shell plots is also included/shown on the recently submitted and validated RMs layout drawings.

Following the marketing of the plots, reserved matters application will be made by the purchaser and the developer for each of the Shell plots, in accordance with the plot passports.

The Marketing Terms includes the option for the Purchaser to use the developer for the shell construction and fit out, or to use the developer for just Shell and another party for the internal design and works.

The units sit within a wider scheme, including shared roads and landscaping SuDs etc. The shared elements of the scheme will be maintained and managed by a Management Company. The individual Shell plot owners will be expected to contribute into this scheme, in the same way as all the other homeowners on the development. The costs of this scheme will set out in the marketing information.

Plot Passports

A plot passport for each of the six plots is provided at Appendix B. An example of the plot passport is shown below.



The Plot Passports set out the boundary for each plot and the primary dimensions of the Shell. There are two detached Shell plans and four semi-detached Shell plans.

The Plot Passports include the pallet of external materials to be used on the homes to ensure they correspond with the wider scheme.

The approval of this Statement approves the appended (Appendix B) house shell design options/Plot Passports, and the design code/pallet via this Statement. The following individual RM applications for each plot will then provide the final approved design chosen by the purchaser for each home.

Due to the style of custom build chosen (Shell) the plot will be fully serviced in accordance with those available on the wider site, as part of the Shell construction. In addition, the plots will be remediated as necessary just the same as all of the other dwellings through the remediation scheme secured by condition 11 of the outline permission.

Marketing Terms

The definition of a serviced plot of land as set out in section 5(1) of the Self-build and Custom Housebuilding Act 2015, means a plot of land that:

- (a) has access to a public highway and has connections for electricity, water, and wastewater, or
- (b) can be provided with those things in specified circumstances or within a specified period.

All six plots, being Shell custom build units will meet these requirements. The marketing terms will require that the dwelling will be the principal residence for the purchaser/owner for at least the following three years.

The Marketing Brochure will include the following Marketing Terms:

- the approved Plot Passports;
- options of customisation/internal fitout or layout (as set out in the plot passports);
- materials pallet and design code (as set out in the plot passports);
- the information relating to options of Shell internal designs (as set out in the plot passports);
- rules of the build/draft purchase agreement (this is broadly in accordance with the draft Custom Build Contract at Appendix C);
- plot valuations (provided by an experienced local agent at the time of marketing). At this stage current estimated prices are set out in this Statement (see initial valuation at Appendix D), but this is subject to final valuation at the point marketing commences;

- site viewing information will include the full contact details to arrange to view the site. The plots will be clearly demarked, and any site visit will be subject to complying with health and safety rules and regulations and PPE equipment as well as subject to any construction works on the day(s) of the visit(s);
- information regarding the management company fees, which shall be agreed with the Plot Purchaser before signing their contract and shall not exceed £2,000.00 per annum;
- information as to who will design and fit them out will be set out and accord with this Statement. The Brochure will be clear that the external shell will be designed by the developer in partnership with the purchaser and in accordance with the Plot passports. The purchaser will then be given the option to design the internal layout either continuing with the developer or with a third-party designer;
- agreement that the dwelling will be the principal residence for the purchaser/owner for at least the following three years from occupation;
- a requirement that the prospective purchaser can evidence mortgage availability will be requested.

Marketing Strategy

The Custom Build Shell Plots will be marketed for 12 months, in accordance with the s.106 UU.

The council will be notified in writing who has been engaged to market the homes (including the details of all websites and portals upon which the plots will be listed) and when this commences.

Paragraph 5.74 of the Local Plan clarifies that “*The marketing of serviced plots shall be carried out in accordance with an agreed marketing strategy. The marketing of plots may begin sooner, but the 12-month marketing period should only begin from when the serviced plot(s) are first available for purchase.*”

Reside will commence a soft marketing exercise in the first instance to garner the level of interest in the Custom Build Plots. This will be followed by a full a marketing exercise within six months of reserved matters approval for the main site (or as otherwise agreed with the LPA).

The Plot Passports will be used as part of the sales pack as a key reference point for prospective purchasers.

Each passport clearly shows the plot location, back-to-back distances, permissible building lines, scale, servicing, and utilities, building height restrictions, plot size and Gross Internal Area parameters, proximity to neighbouring buildings, developable footprint, boundary treatments, parking and cycle storage, and side space requirements.

A high-quality Marketing Brochure, including the approved Plot Passports, will be designed to inform the formal marketing of the plots.

The Marketing Brochure and Plot Passports will be used to form part the backbone of the marketing information and will be marketed through reputable estate agents in Fareham and nearby Wickham, including some or all, but not restricted to, the following estate agents:

- Ivens & Co
- Fox & Sons
- Chapplins Estate Agents

- Leaders
- Beal's Estate & Letting Agents
- Pearsons Estate Agents
- Byrne Runciman
- Kinleigh Folkard & Hayward
- Henry Adams

In addition, specialist websites which provide a plot search facility, such as The Land Agency, The Self Build Portal and Plot Browser, will also be used. In addition, the information will be forwarded to Fareham Borough Council who will send the marketing brochure out to those people on the council's self-build register. They will be directed to either contact Reside directly or via one of the estate agents or websites.

Finally, there will be roadside boards advertising the plots and the sales centre (once operational) will also have sales information on offer.

The marketing agents and sale centre staff will be briefed on viewing the site and Custom Build zone. Opportunities will be made available to visit the site, but the plots will also be readily viewable from Funtley Road. The plots will be demarcated by the commencement of the Marketing Period. The developer will write to the Council confirming the start of the 12-month Marketing Period and, at the same time, the marketing materials/brochure will be provided to the Council.

Given the size of this site, there is no such phasing, as such, and the wider scheme will be built out in one go. The timing of the delivery of the Shell plots will therefore fit within this timescale and the agreed plot purchaser contract timescales.

Once contracted, the purchaser will work with Reside's architect/the developer for each of the six Custom Build Shell plots to choose their exterior materials from the approved design pallet.

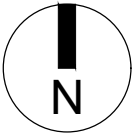
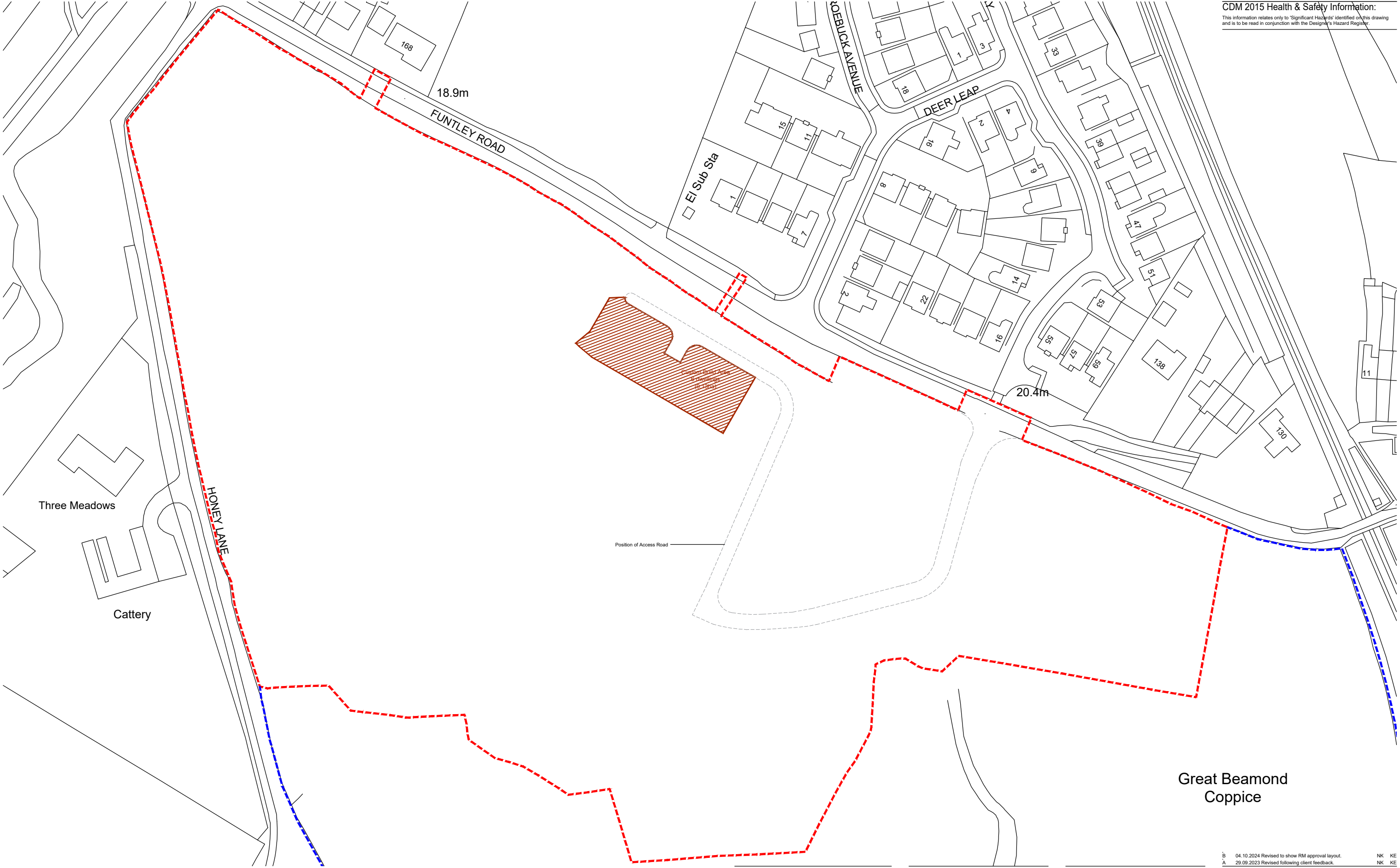
The purchaser can then select whether they use the developer to also design and fit out the internal layouts or choose another party at their discretion. If the latter option is selected, the developer will deliver the Shell within a timeframe agreed with the purchaser, but no later than one year after reserved matter approval for that plot.

The purchaser will be responsible for securing reserved matters approval for the final Shell plot.

The developer will report to the Council quarterly from the commencement of the marketing period on the interest it receives the any progress being made with prospective purchasers.

The developer will write to the Council at the end of the 12-month Marketing Period informing the Council of those plots have been sold and those plots that have not been sold. Those plots which are marketed appropriately, but not sold within the 12 months Marketing Period, will be sold on the open market and will revert to standard market housing as set out in Schedule 6, paragraph 1.5 of the s.106 UU.

Appendix A



Drawing Title
**Location Plan:
Custom Build Dwellings**

Scale
1:1250 @ A3
metres 10 20 30 40 50

Drawn	Checked	Date
NK	AK	27.09.2023
Job No	Drawing No	Rev
7365	PL-51	B

APPROVAL

B	04.10.2024	Revised to show RM approval layout.	NK	KE
A	29.09.2023	Revised following client feedback.	NK	KE

Rev	Date	Revision Details	Dr	Ch
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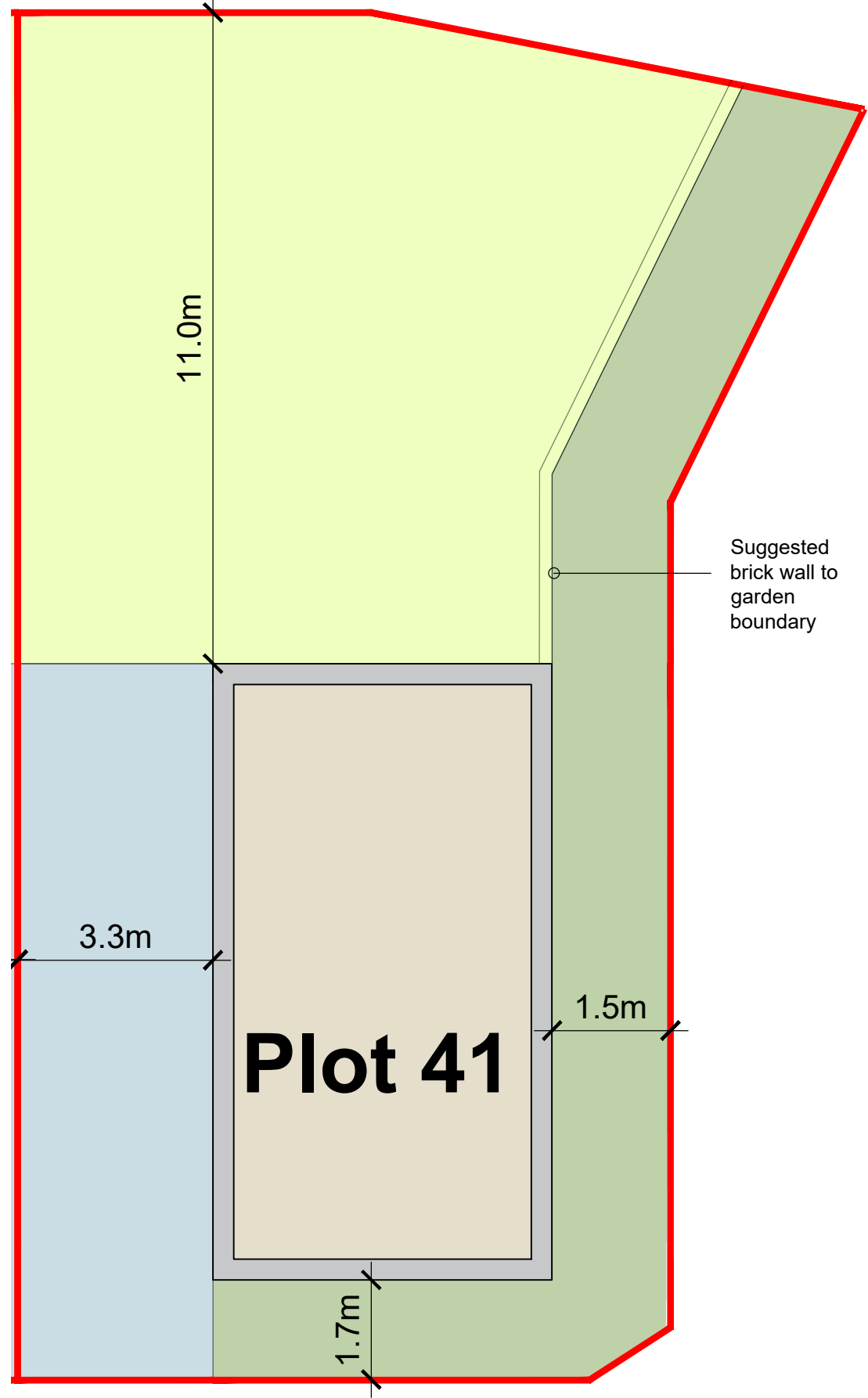
ECE Architecture
www.ecearchitecture.com

London: 76 Great Suffolk Street
London, SE1 0BL
T 0207 928 2773 E london@ecearchitecture.com

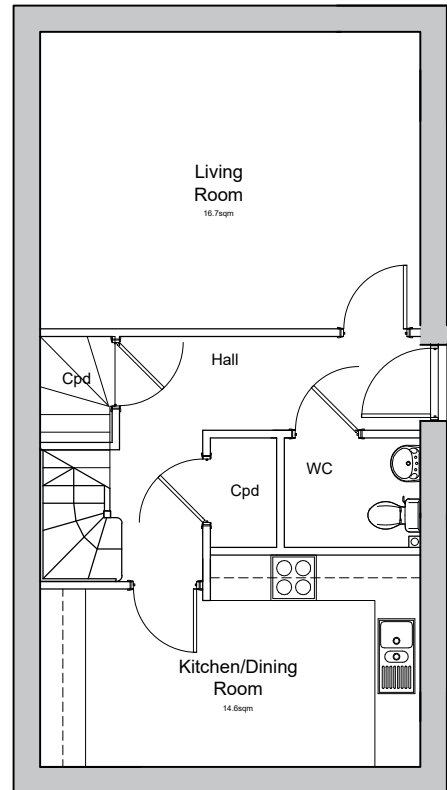
Sussex: 64 - 68 Brighton Road, Worthing
West Sussex, BN11 2EN
T 01903 248777 E sussex@ecearchitecture.com

Bristol: Westworks, Beacon Tower
Colston Street, Bristol, BS1 4XE
T 0117 214 1101 E bristol@ecearchitecture.com

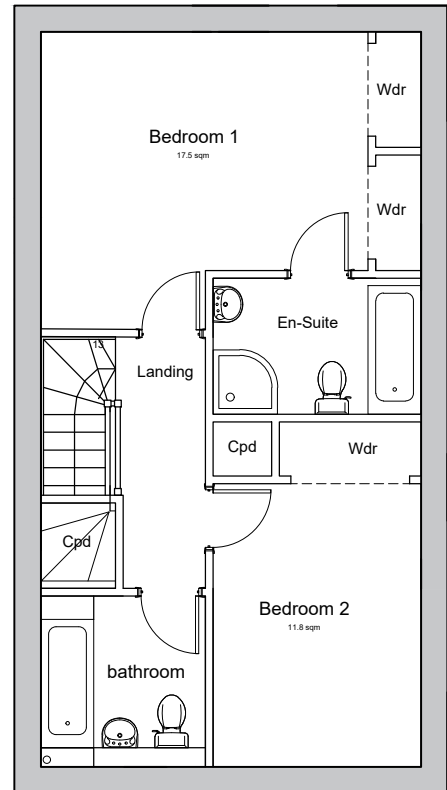
Appendix B



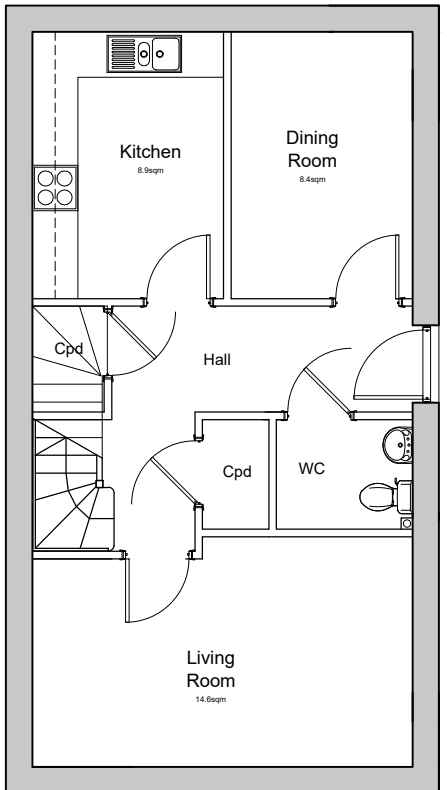
- Key**
- Front and side garden zones
 - Designated car parking zone
 - Dwelling position
 - Rear garden zone



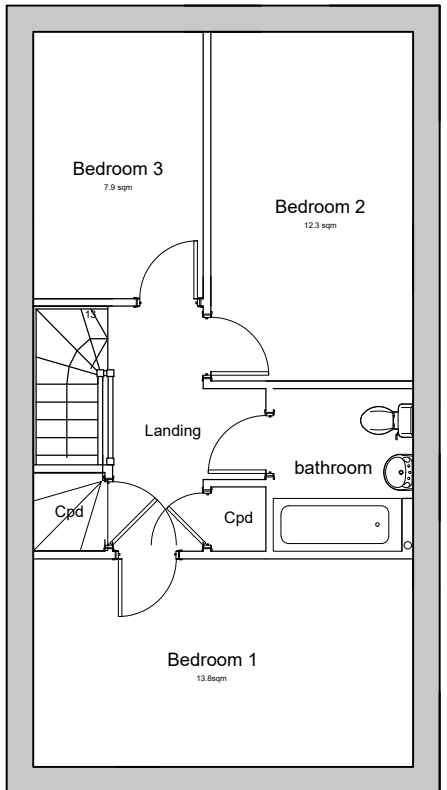
2 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



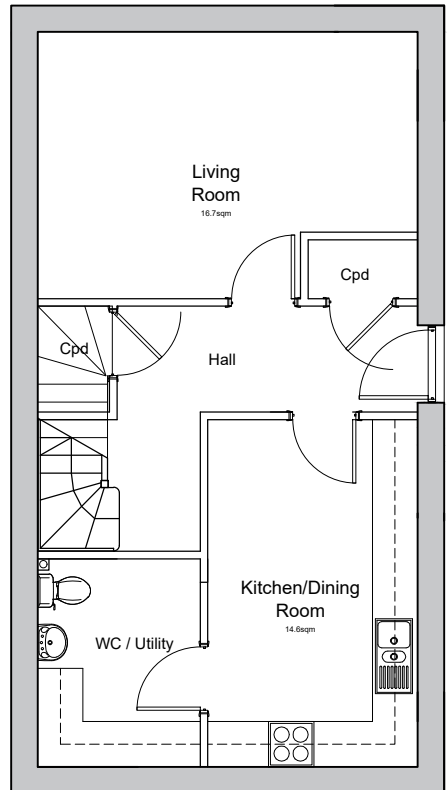
First Floor Plan



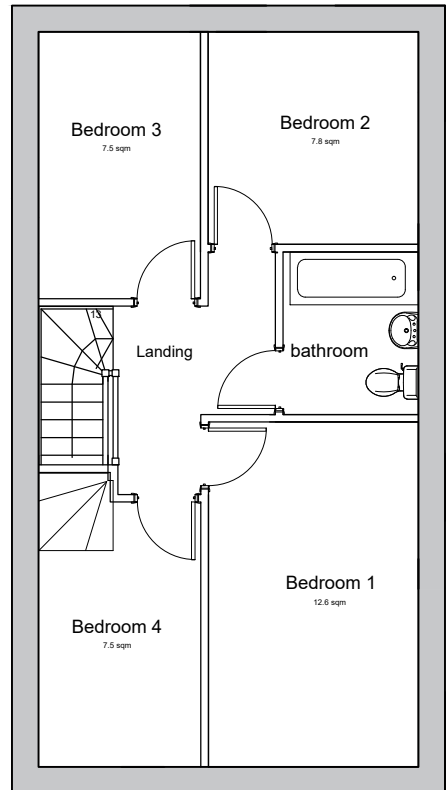
3 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



First Floor Plan



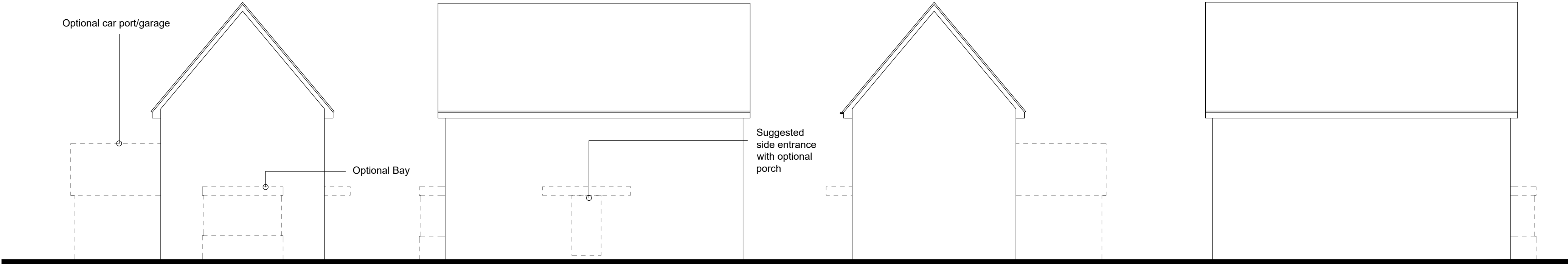
4 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



First Floor Plan

Indicative Floor Plan Options
Actual plans to be determined at RMs)
All floor plans as shown comply with NDSS

Please note window locations and sizes
are subject to any RM Approval

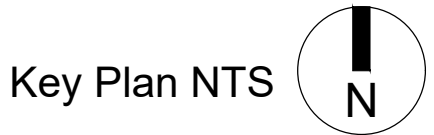
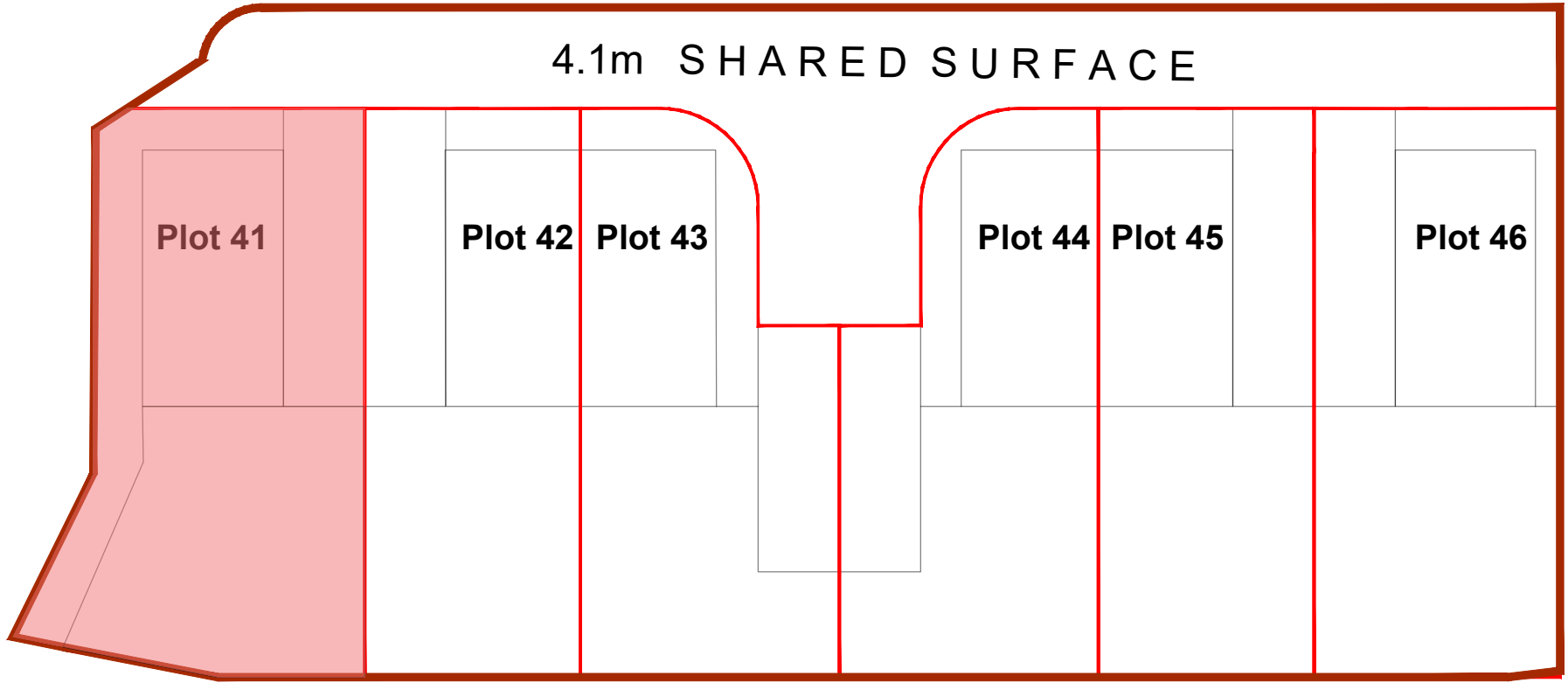
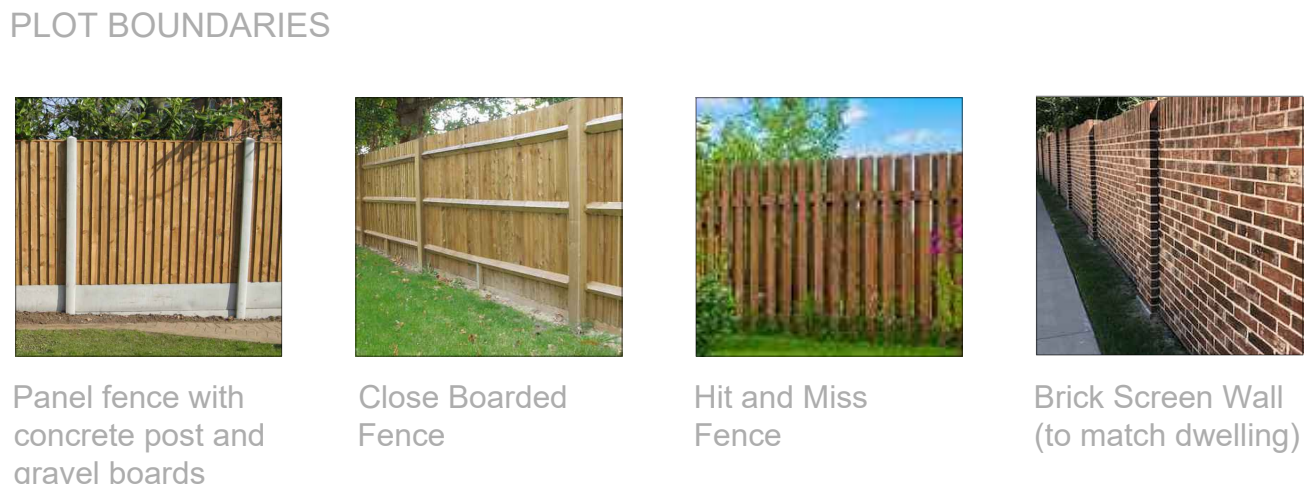


Side Elevation
Front Elevation
Side Elevation
Rear Elevation
Indicative Elevations

Materials to match surrounding scheme



Windows to be White uPVC



D	07.10.24	Revised road width	NK	KE
C	29.11.23	Adjusted to LPA comments	KE	AK
B	23.11.23	Fences added, bay options added	KE	AK
A	23.11.23	Updated following discussion with LPA	AX	KE

Rev	Date	Revision Details	Dr	Ch
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Client's Name
Reside Developments

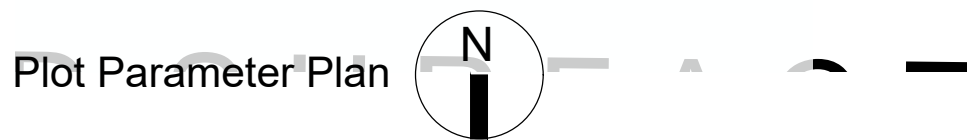
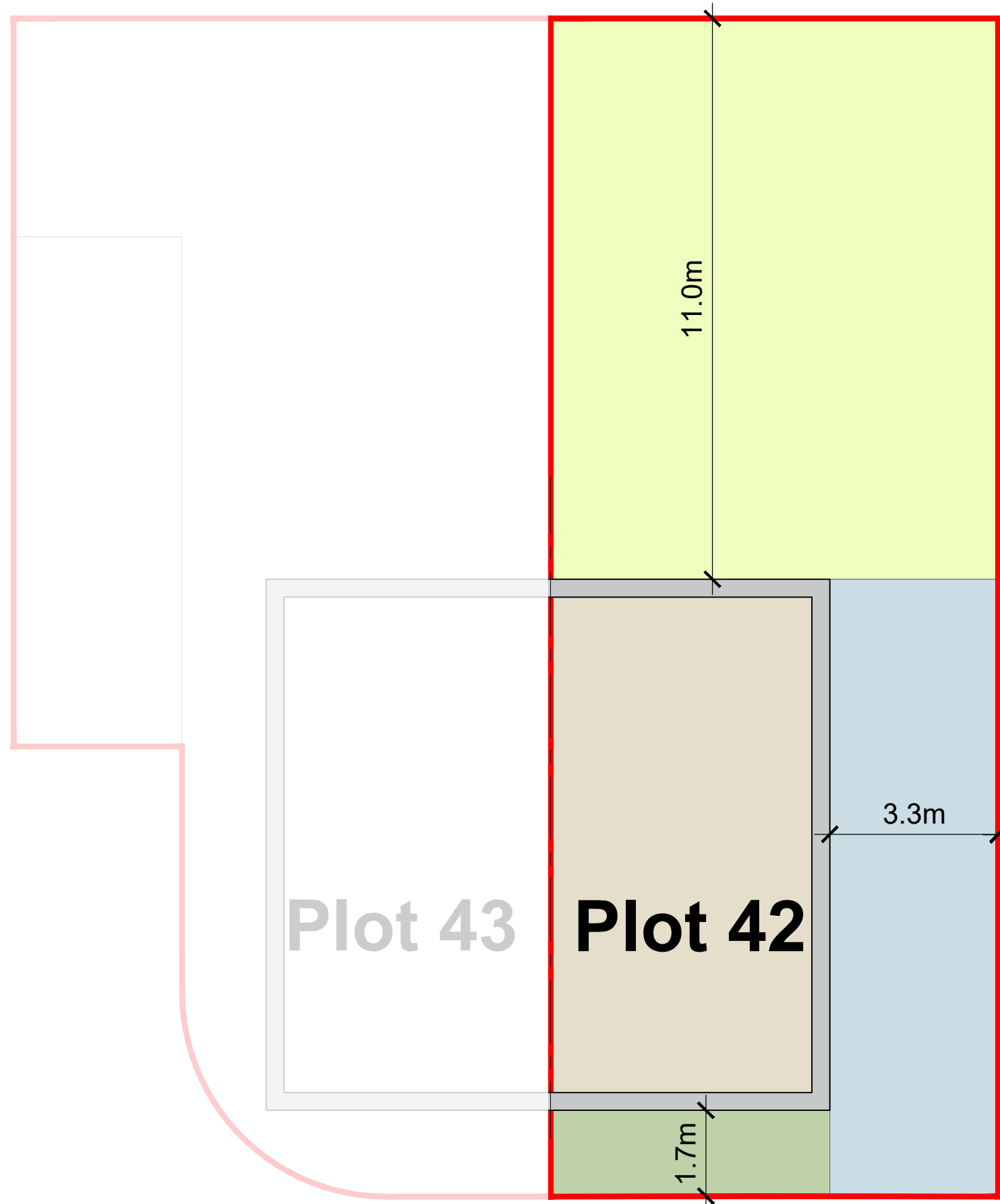
Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 41

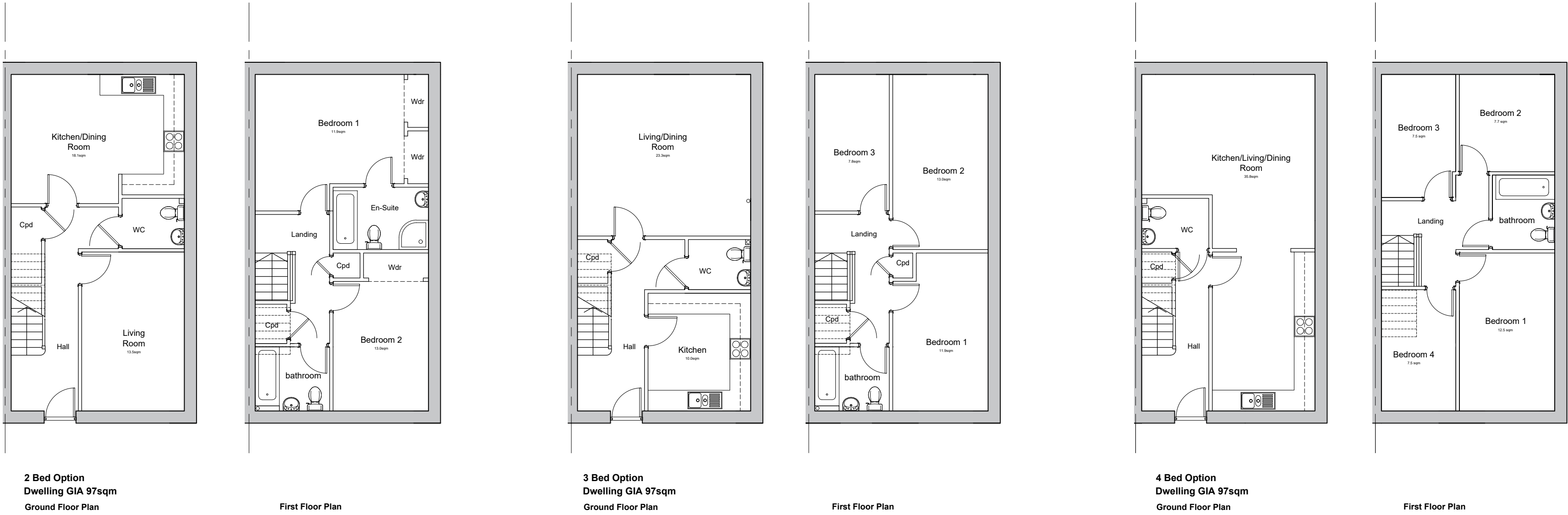
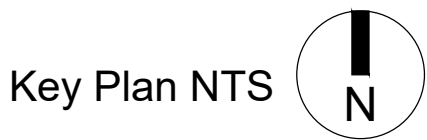
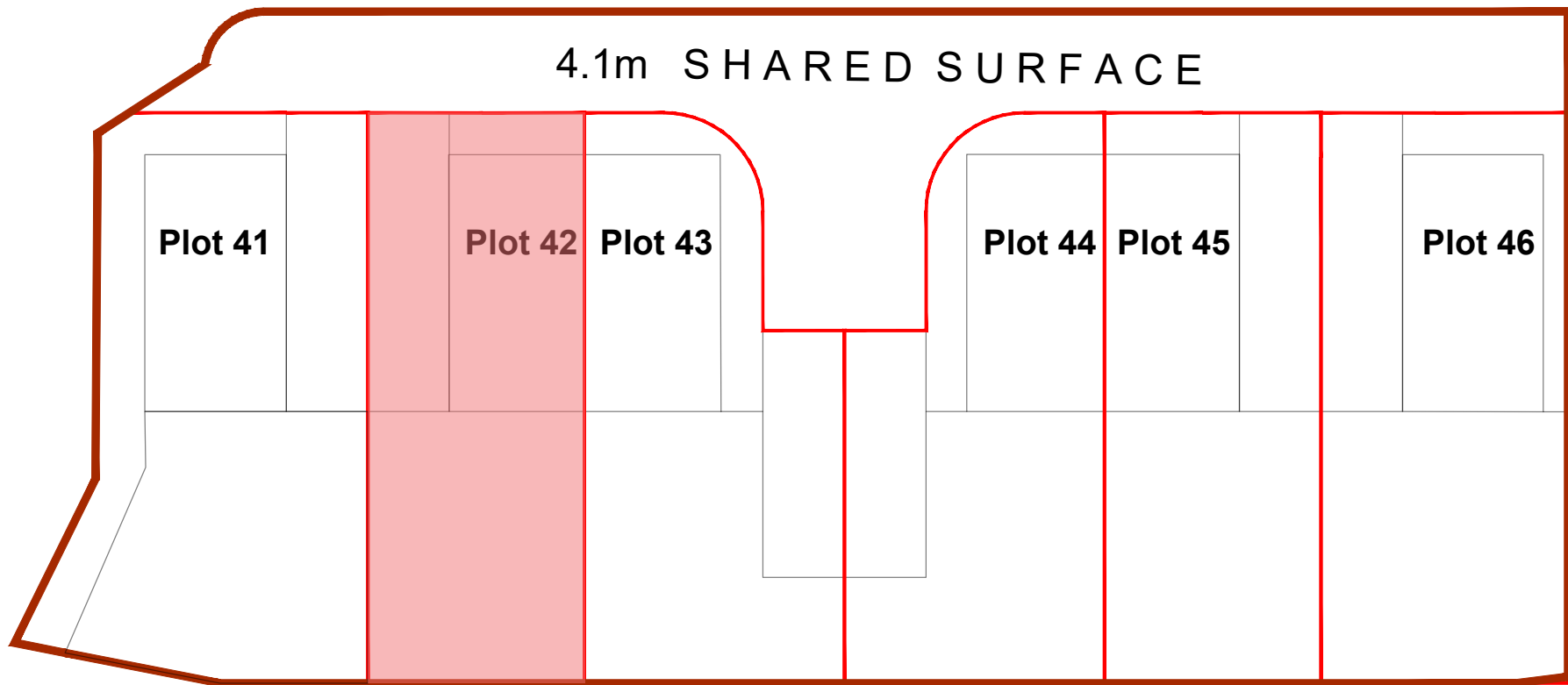
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metres	2 4 6 8 10
Drawn	AX
Checked	KE
Date	07.11.2023

Job No	Drawing No	Rev
7365	PL-60	D

Status
APPROVAL

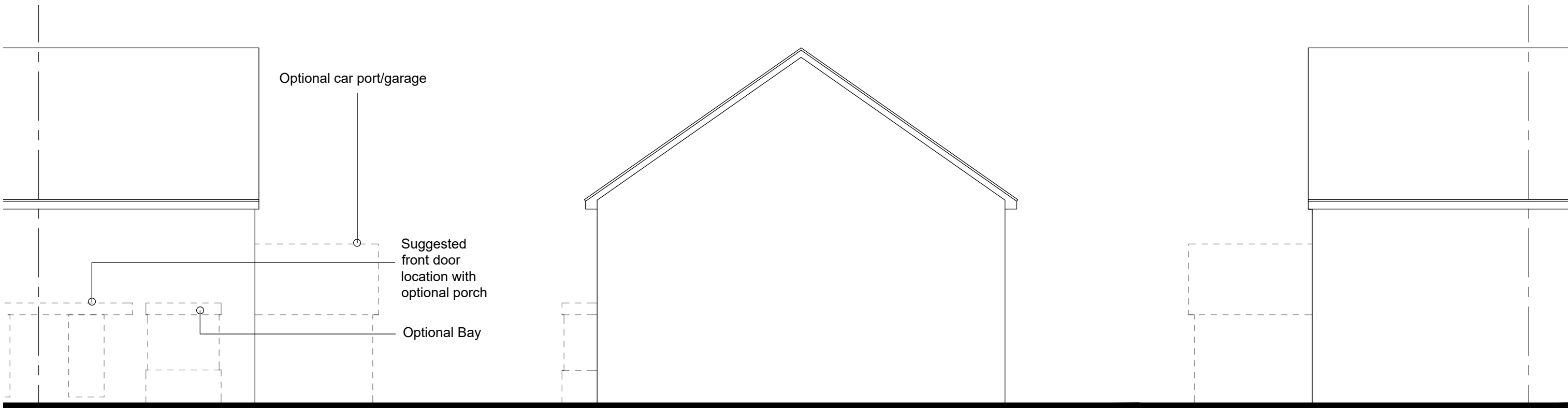


- Key**
- Front and side garden zones
 - Designated car parking zone
 - Dwelling position
 - Rear garden zone



Indicative Floor Plan Options
Actual plans to be determined at RMs)
All floor plans as shown comply with NDSS

Please note window locations and sizes
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Front Elevation
Side Elevation
Rear Elevation
Indicative Elevations

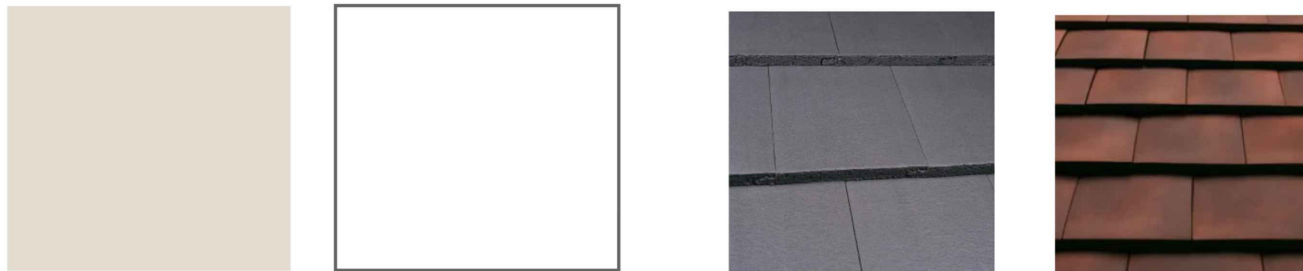
Materials to match surrounding scheme

WALLS



Buff brick
Grey Multi Brick
Anthracite Grey
Walnut Brown

ROOFS



Cream Render
White Render
Grey roof tile
Brown roof tile

PLOT BOUNDARIES



Panel fence with concrete post and gravel boards
Close Boarded Fence
Hit and Miss Fence
Brick Screen Wall (to match dwelling)

Windows to be White uPVC

Important Note

To be design and built in
conjunction with attached plot

D	07.10.24	Revised road width	NK	KE
C	29.11.23	Adjusted to LPA comments	KE	AK
B	23.11.23	Fences added, bay options added	KE	AK
A	23.11.23	Updated following discussion with LPA	AX	KE
Rev	Date	Revision Details	Dr	Ch

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Client's Name
Reside Developments

Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 42

Scale
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Drawn
AX

Checked
KE

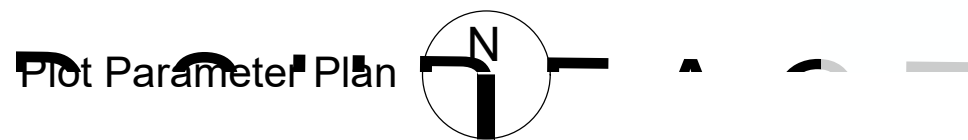
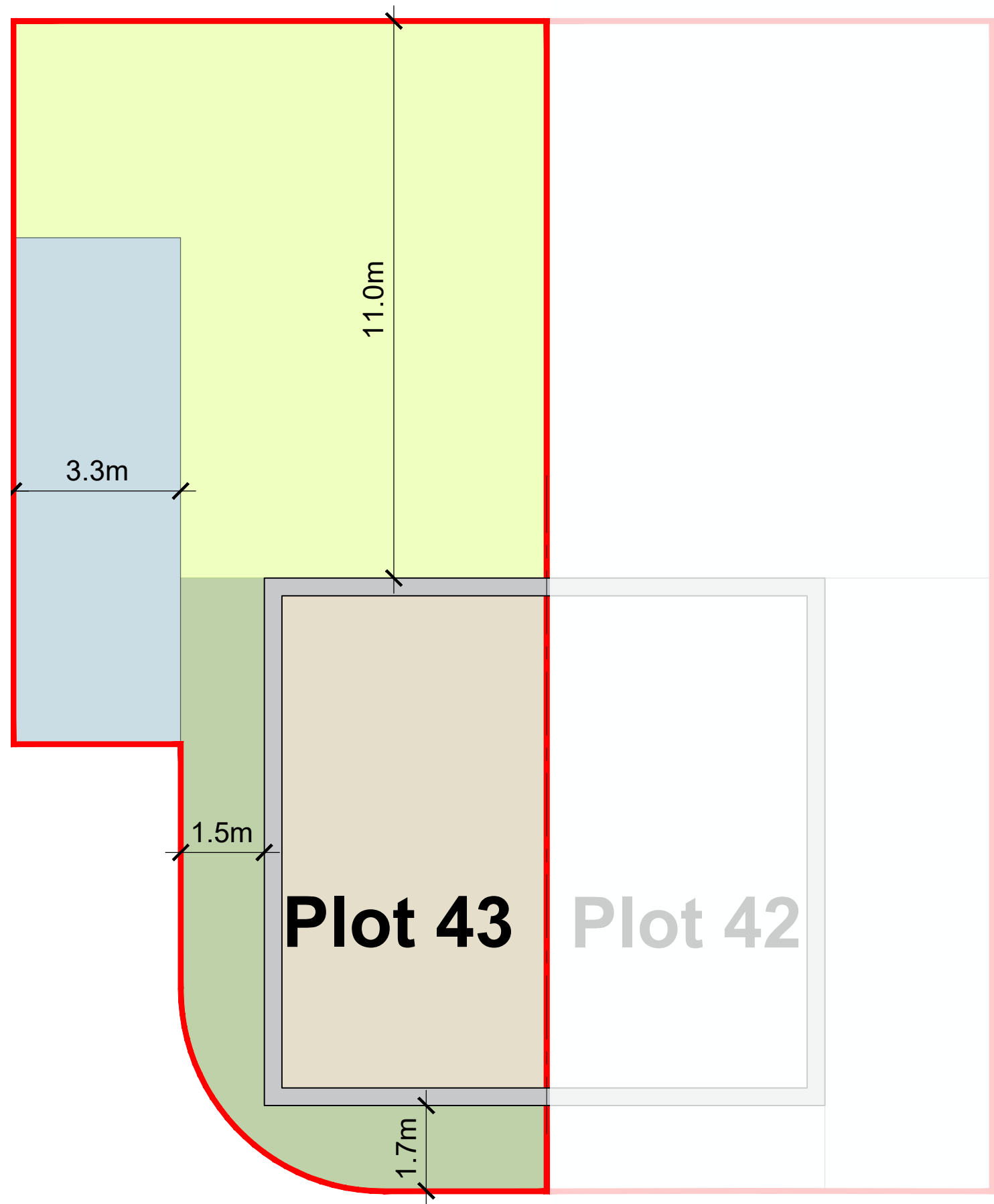
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Job No
7365

Drawing No
PL-61

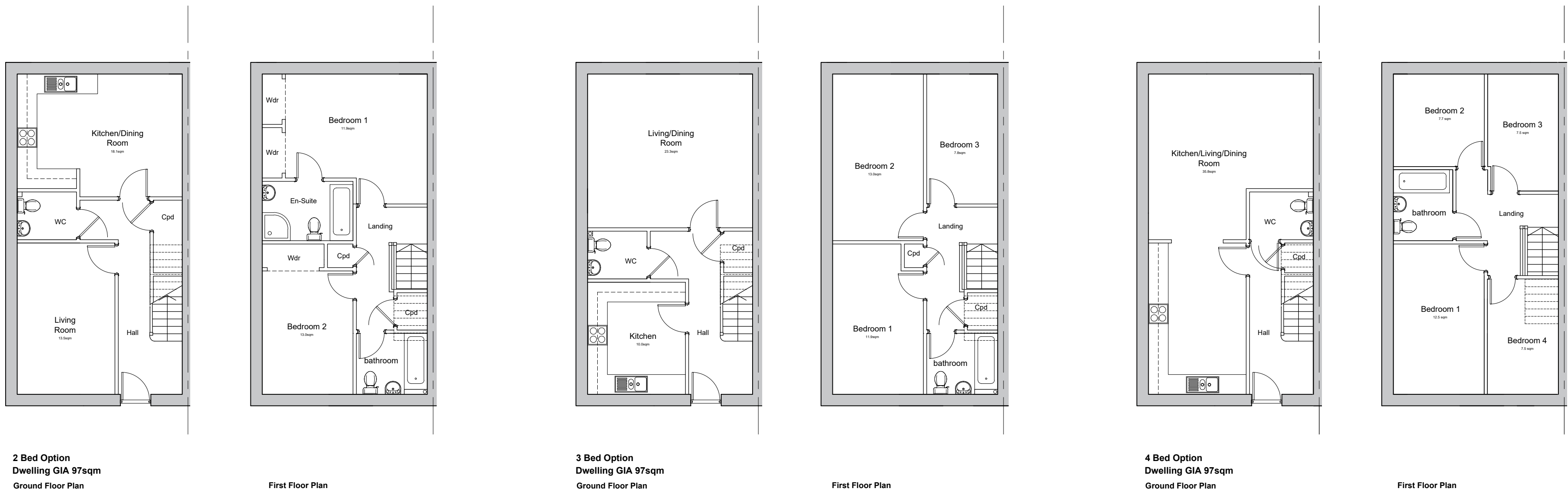
Rev
D

Status
APPROVAL



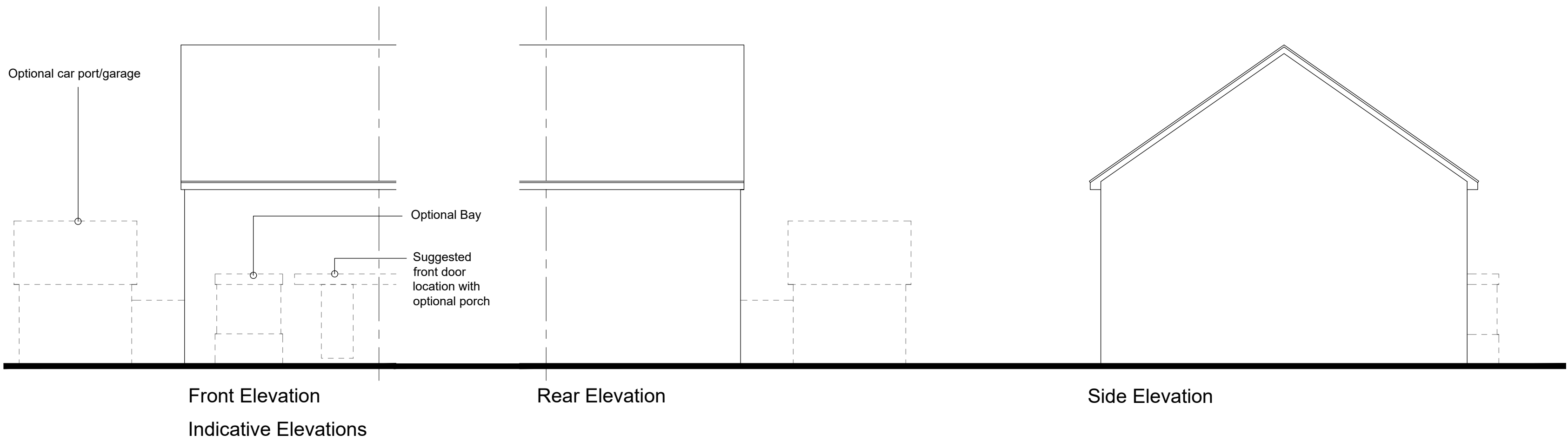
Key

- Front and side garden zones
- Designated car parking zone
- Dwelling position
- Rear garden zone



Indicative Floor Plan Options
Actual plans to be determined at RMs
All floor plans as shown comply with NDSS

Please note window locations and sizes
are subject to any RM Approval



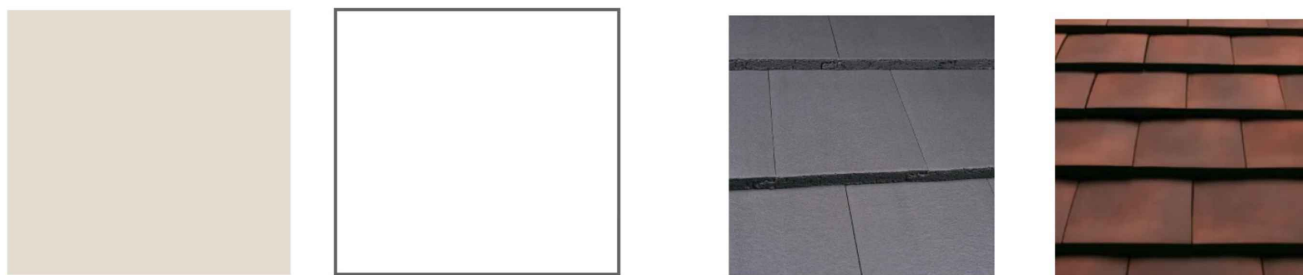
Materials to match surrounding scheme

WALLS



Buff brick Grey Multi Brick Anthracite Grey Walnut Brown

ROOFS



Cream Render White Render Grey roof tile Brown roof tile

Windows to be White uPVC

PLOT BOUNDARIES



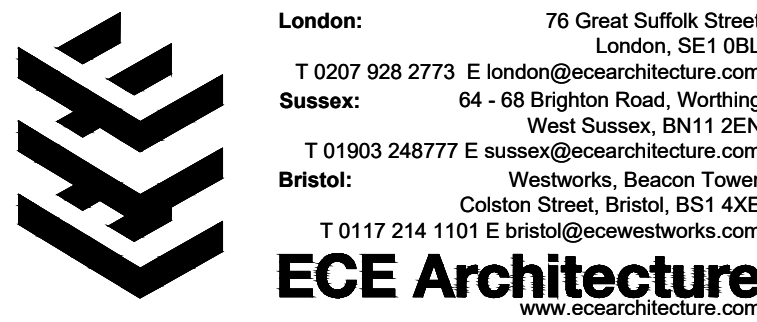
Panel fence with concrete post and gravel boards Close Boarded Fence Hit and Miss Fence Brick Screen Wall (to match dwelling)

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Rev	Date	Revision Details	Dr	Ch
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Client's Name
Reside Developments

Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 43

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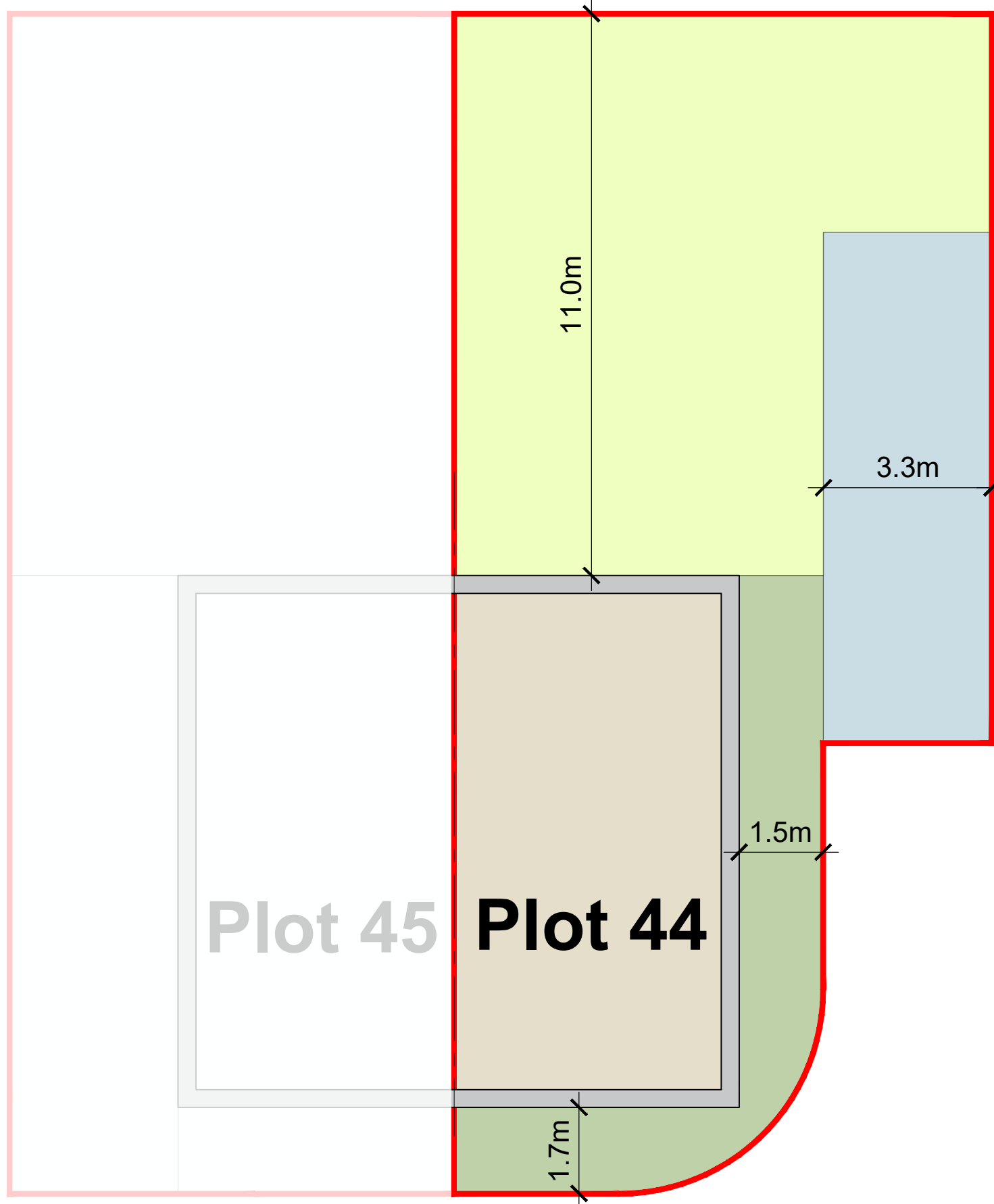
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Job No 7365 Drawing No PL-62 Rev D

Status

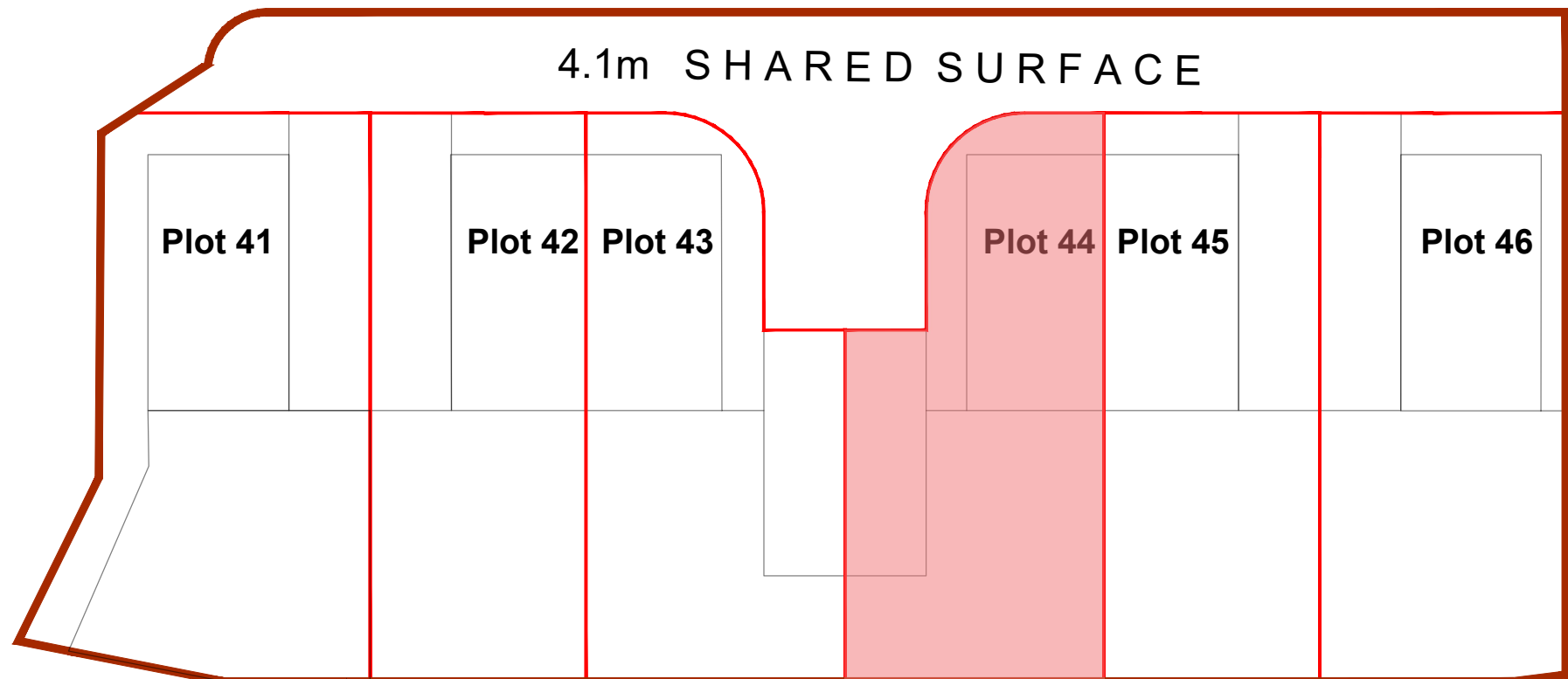
APPROVAL



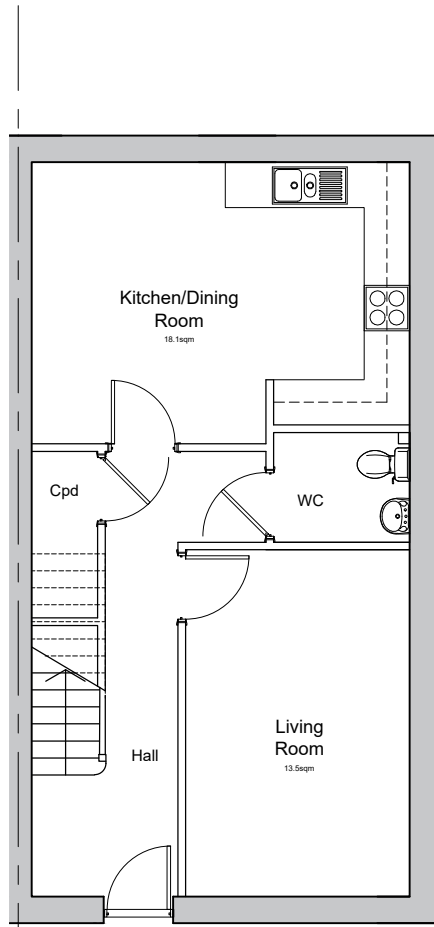
Plot Parameter Plan

Key

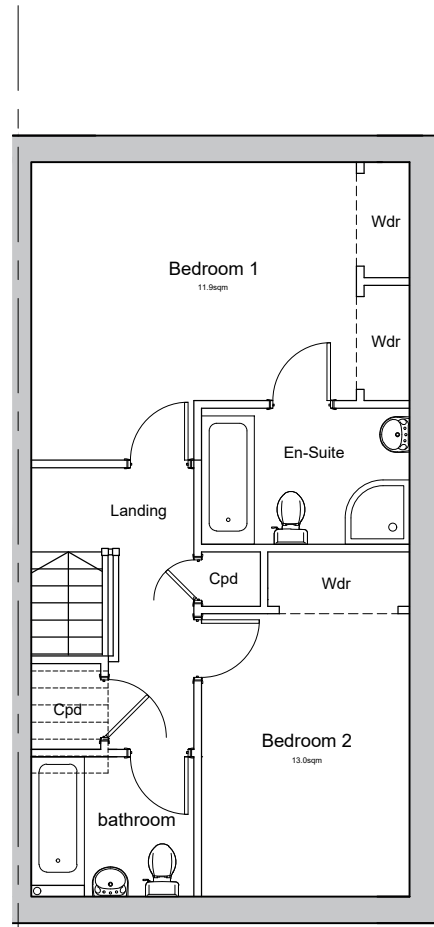
- Front and side garden zones
- Designated car parking zone
- Dwelling position
- Rear garden zone



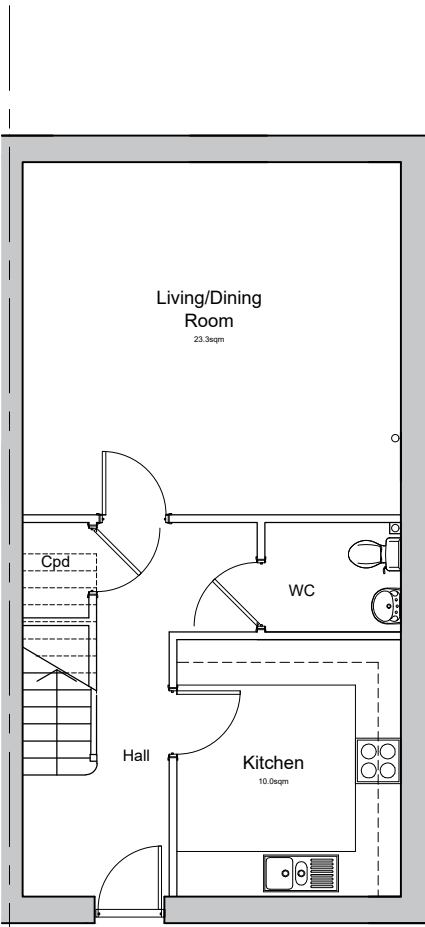
Key Plan NTS



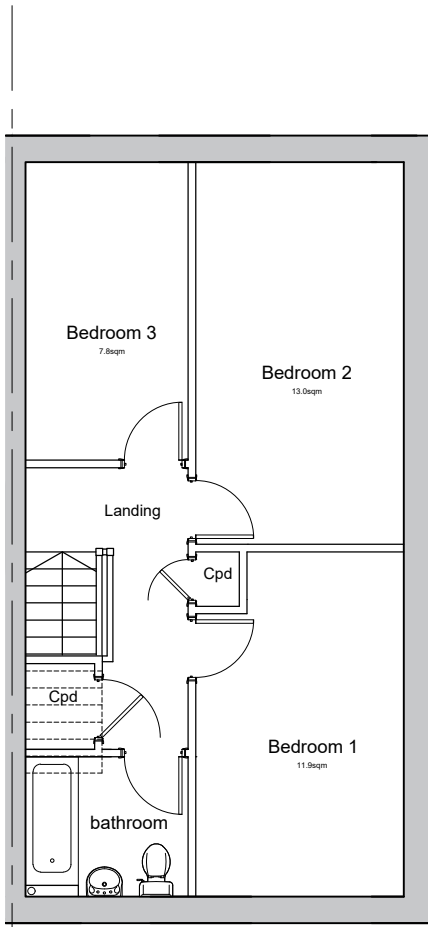
2 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



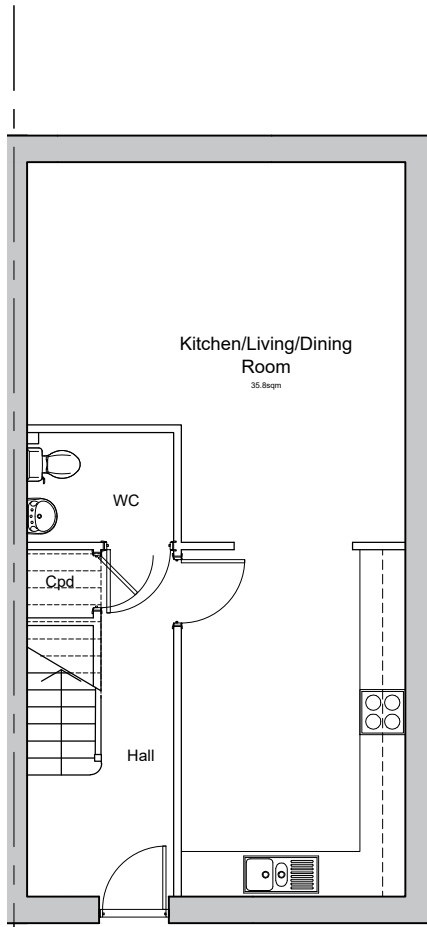
First Floor Plan



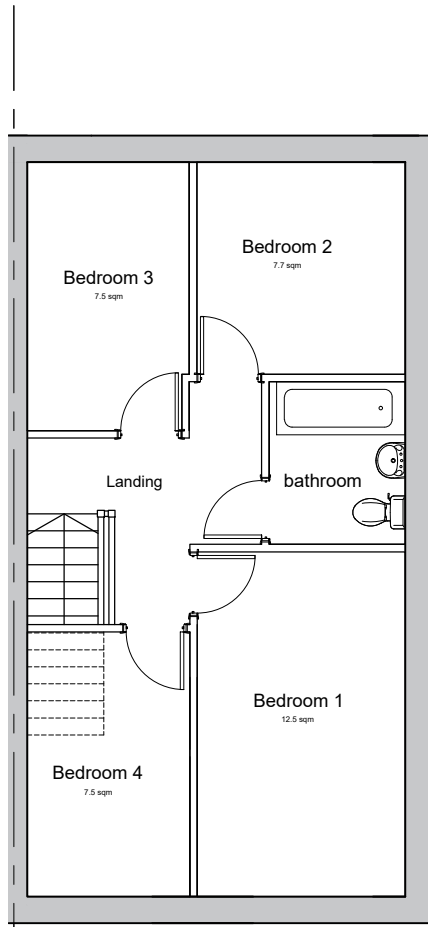
3 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



First Floor Plan



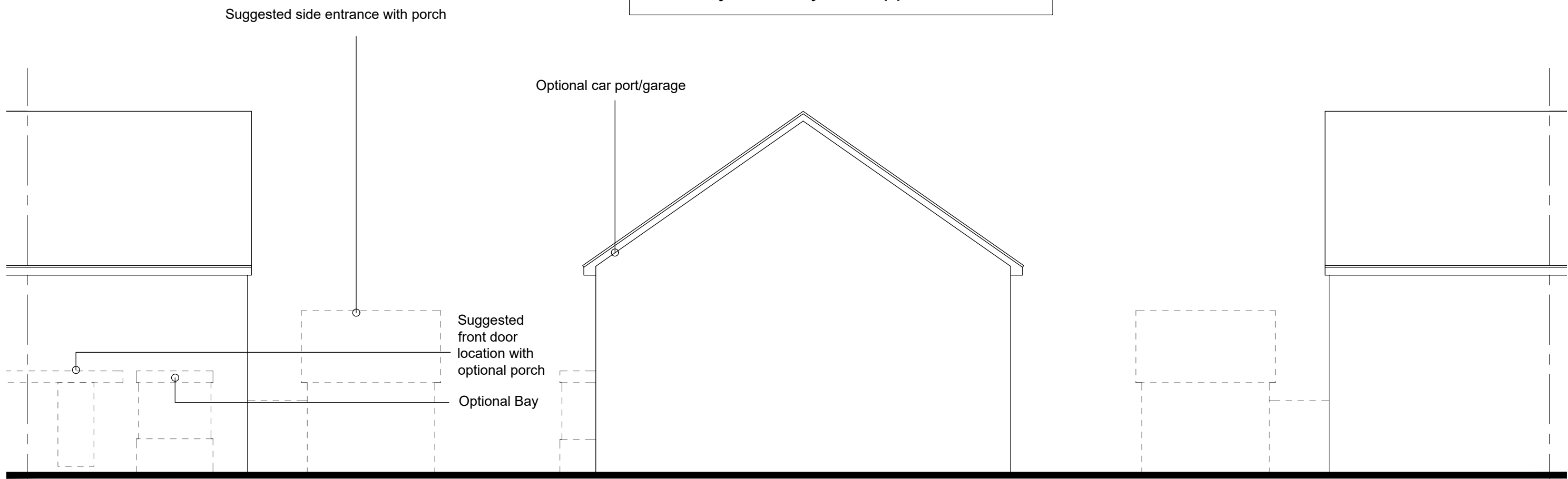
4 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



First Floor Plan

Indicative Floor Plan Options
Actual plans to be determined at RMs)
All floor plans as shown comply with NDSS

Please note window locations and sizes
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Front Elevation

Side Elevation

Rear Elevation

Indicative Elevations

Materials to match surrounding scheme

WALLS



Buff brick



Grey Multi Brick



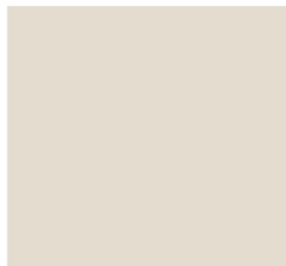
Anthracite Grey



Walnut Brown

Weatherboard Option

ROOFS



Cream Render



White Render



Grey roof tile



Brown roof tile

Windows to be White uPVC

PLOT BOUNDARIES



Panel fence with
concrete post and
gravel boards



Close Boarded
Fence



Hit and Miss
Fence



Brick Screen Wall
(to match dwelling)

Important Note

To be design and built in
conjunction with attached plot

D	07.10.24	Revised road width	NK	KE
C	29.11.23	Adjusted to LPA comments	KE	AK
B	23.11.23	Fences added, bay options added	KE	AK
A	23.11.23	Updated following discussion with LPA	AX	KE
Rev	Date	Revision Details	Dr	Ch

ECE Architecture
www.ecearchitecture.com

London: 76 Great Suffolk Street, London, SE1 0BL
T 0207 928 2773 E london@ecearchitecture.com
Sussex: 64 - 68 Brighton Road, Worthing, West Sussex, BN11 2EN
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Westworks, Beacon Tower, Colston Street, Bristol, BS1 4XE
T 0117 214 1101 E bristol@ecewestworks.com

Client's Name
Reside Developments

Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 44

Scale
1:100 @ A1 / 1:200 @ A3

Drawn
AX

Checked
KE

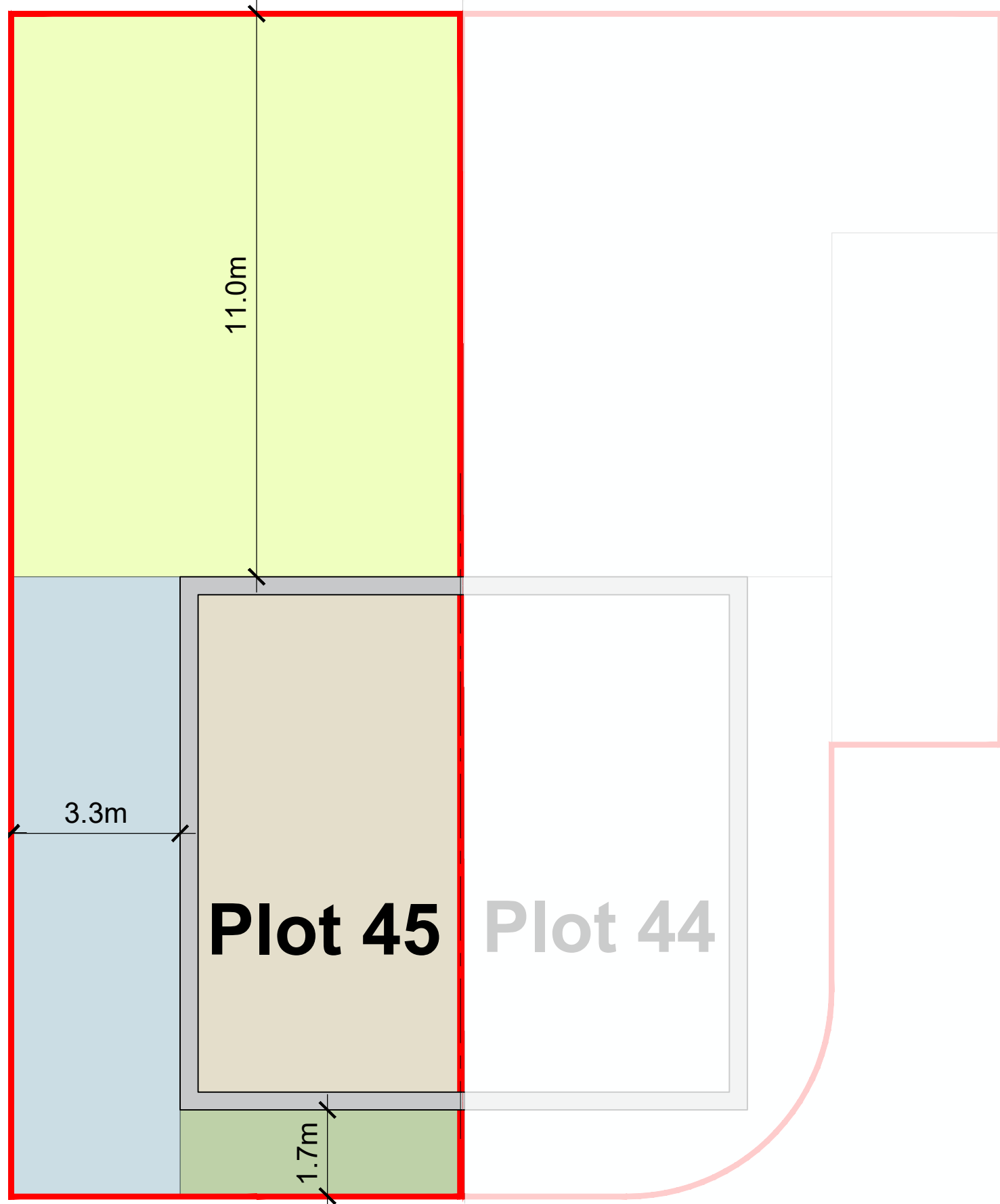
Date
07.11.2023

Job No
7365

Drawing No
PL-63

Rev
D

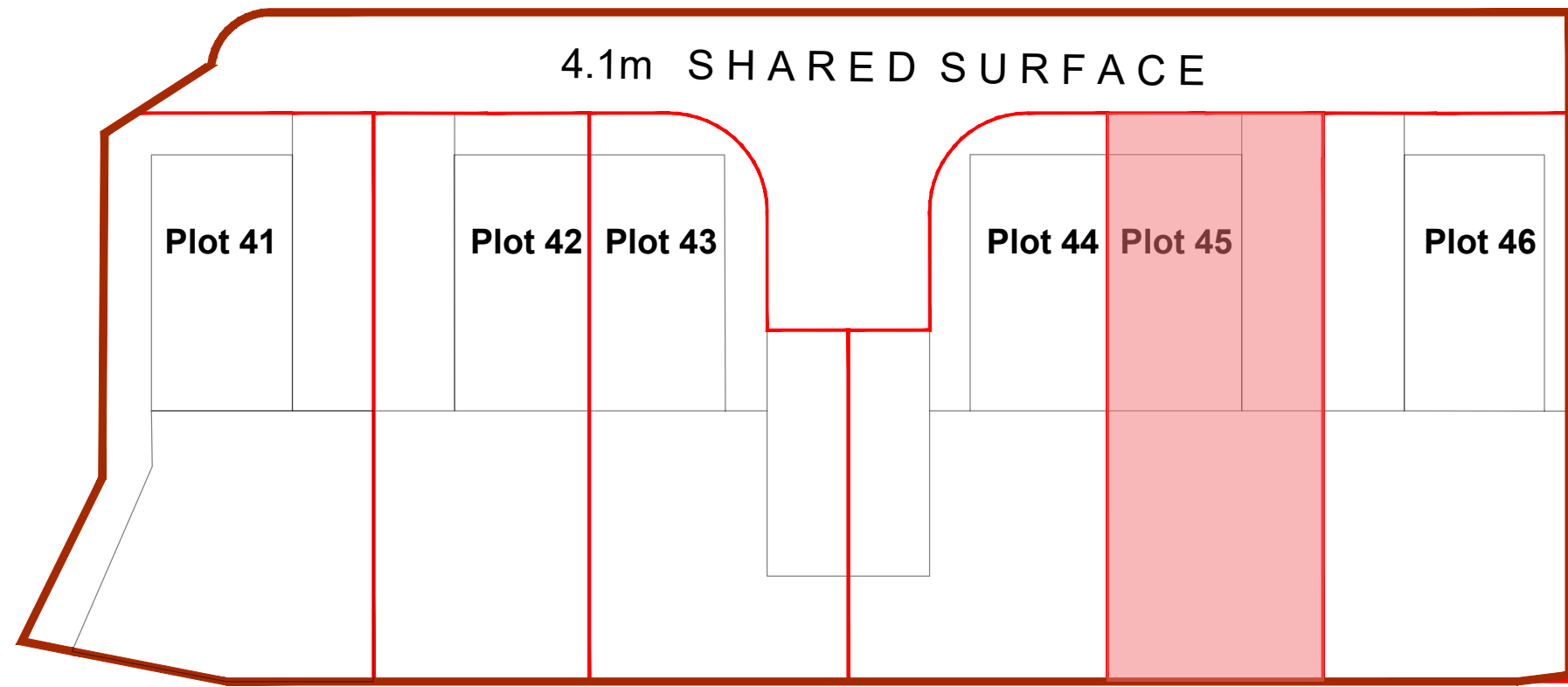
Status
APPROVAL



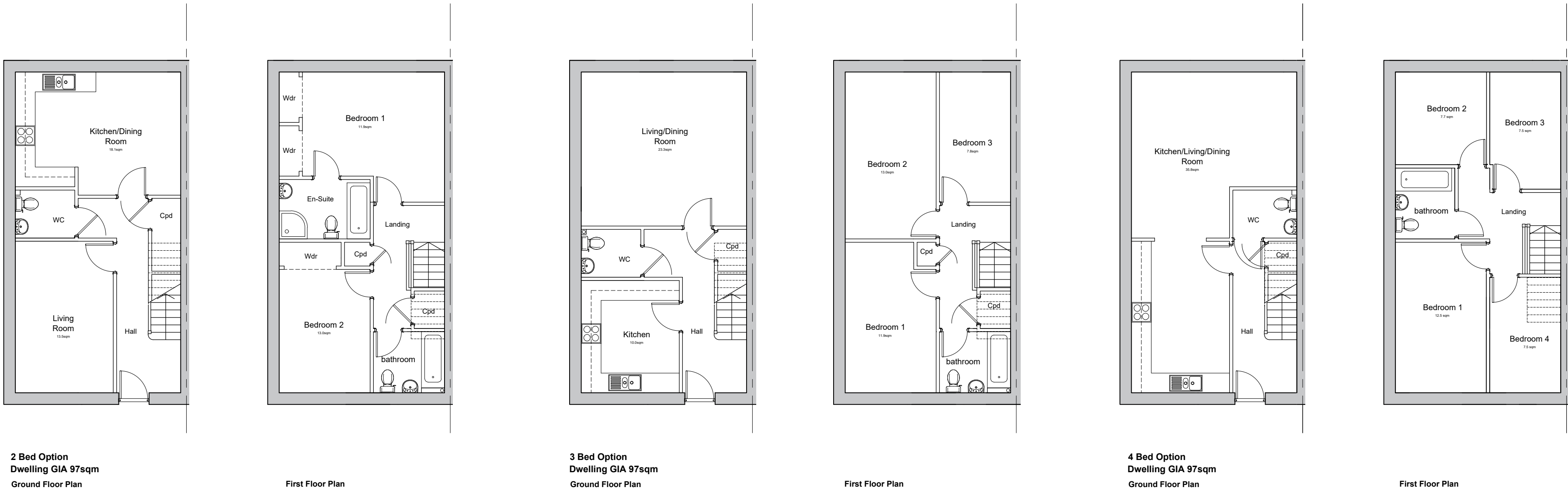
Plot Parameter Plan

Key

- Front and side garden zones
- Designated car parking zone
- Dwelling position
- Rear garden zone

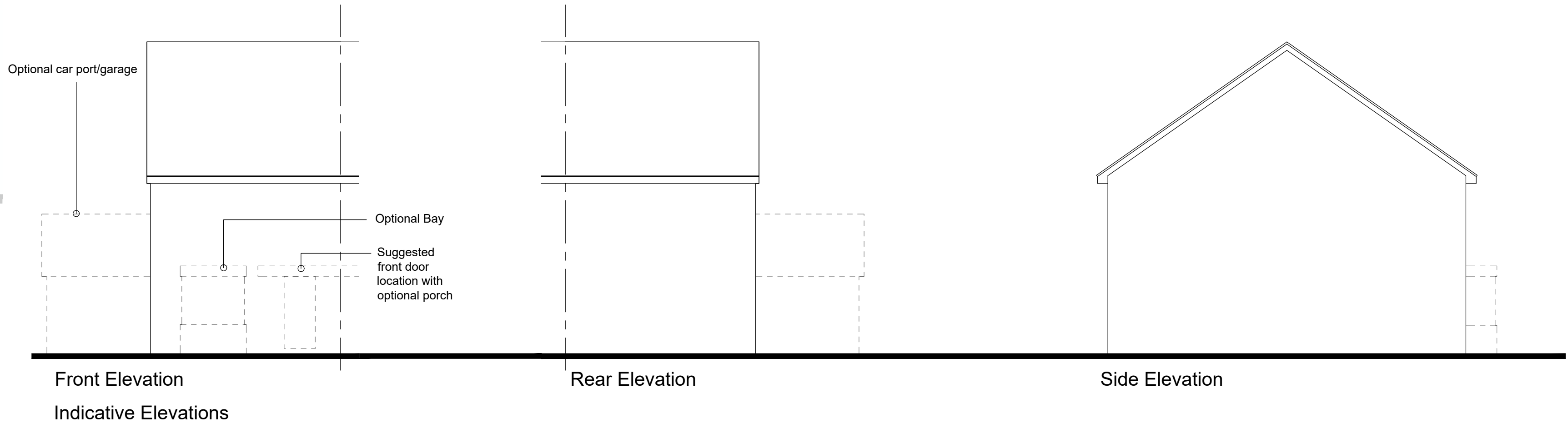


Key Plan NTS



Indicative Floor Plan Options
Actual plans to be determined at RMs)
All floor plans as shown comply with NDSS

Please note window locations and sizes
are subject to any RM Approval



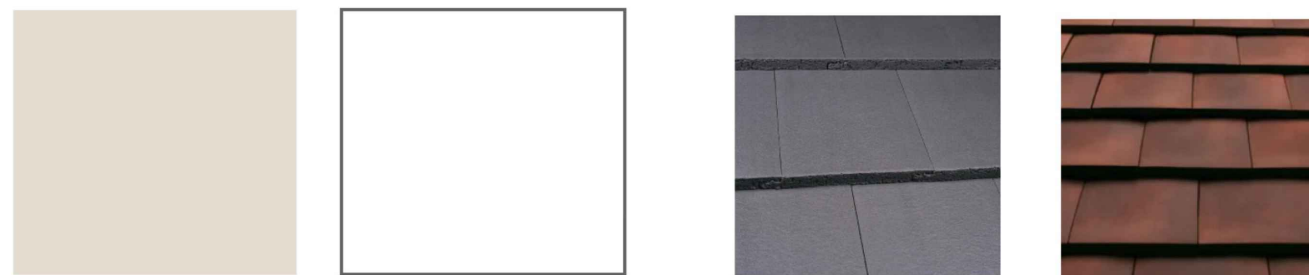
Materials to match surrounding scheme

WALLS



Buff brick Grey Multi Brick Anthracite Grey Walnut Brown

ROOFS



Cream Render White Render Grey roof tile Brown roof tile

Windows to be White uPVC

PLOT BOUNDARIES



Panel fence with concrete post and gravel boards Close Boarded Fence Hit and Miss Fence Brick Screen Wall (to match dwelling)

Important Note

To be design and built in
conjunction with attached plot

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Rev	Date	Revision Details	Dr	Ch
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T 0117 214 1101 E bristol@ecewestworks.com

Client's Name
Reside Developments

Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 45

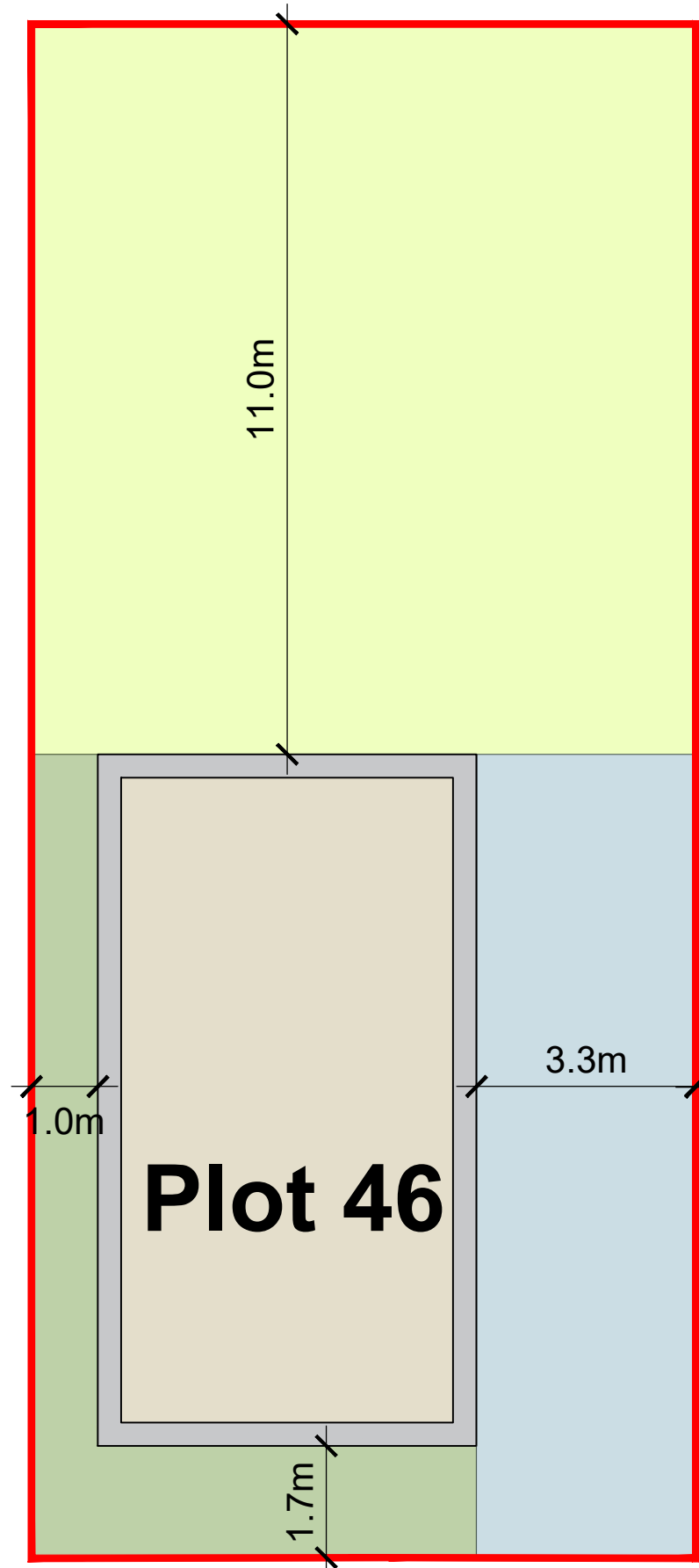
Scale
1:100 @ A1 / 1:200 @ A3

metres 2 4 6 8 10

Drawn AX Checked KE Date 07.11.2023

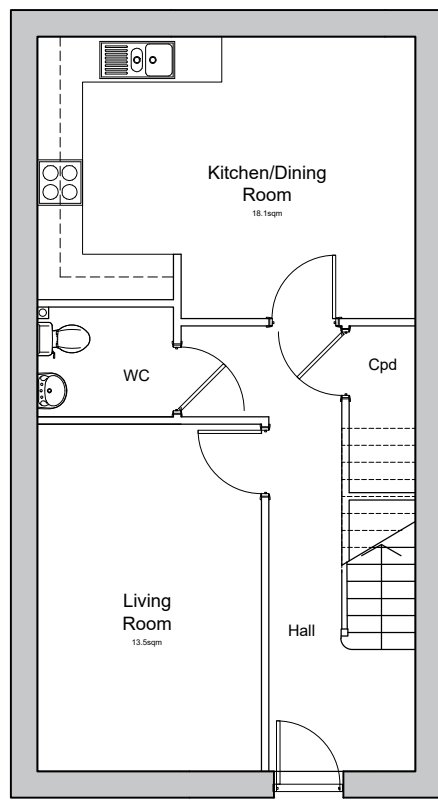
Job No 7365 Drawing No PL-64 Rev D

Status
APPROVAL

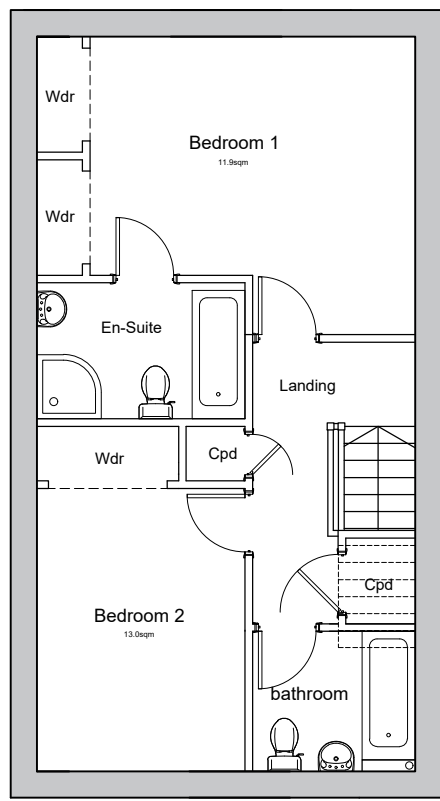


Plot Parameter Plan

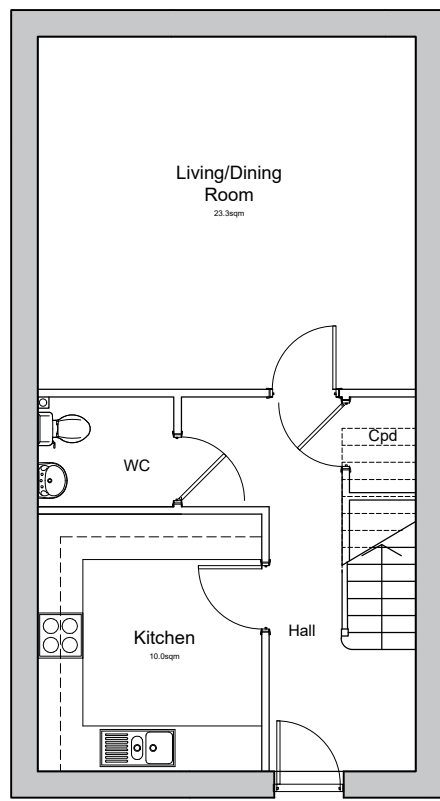
- Key**
- Front and side garden zones
 - Designated car parking zone
 - Dwelling position
 - Rear garden zone



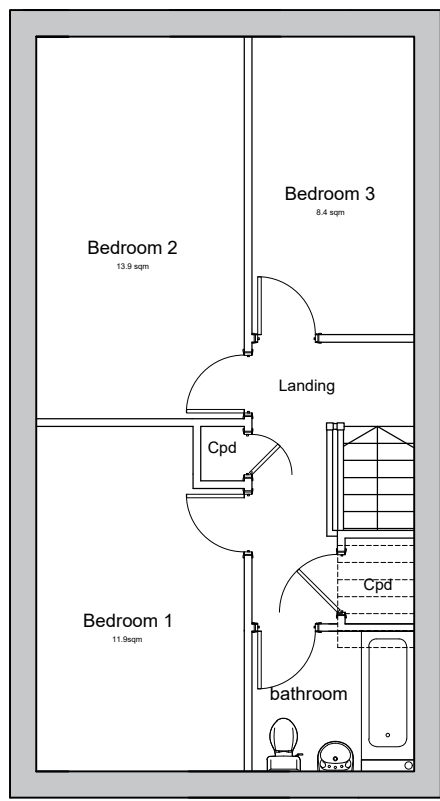
2 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



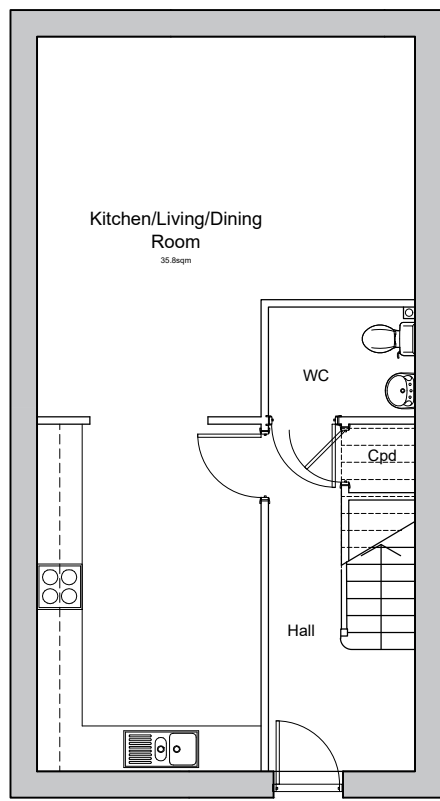
First Floor Plan



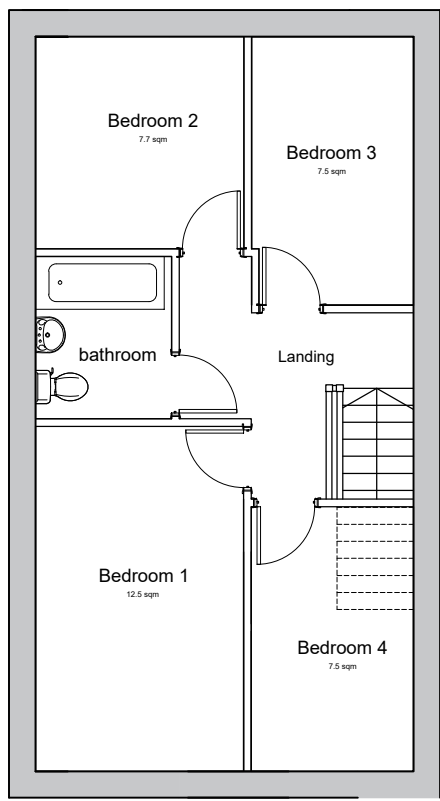
3 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



First Floor Plan



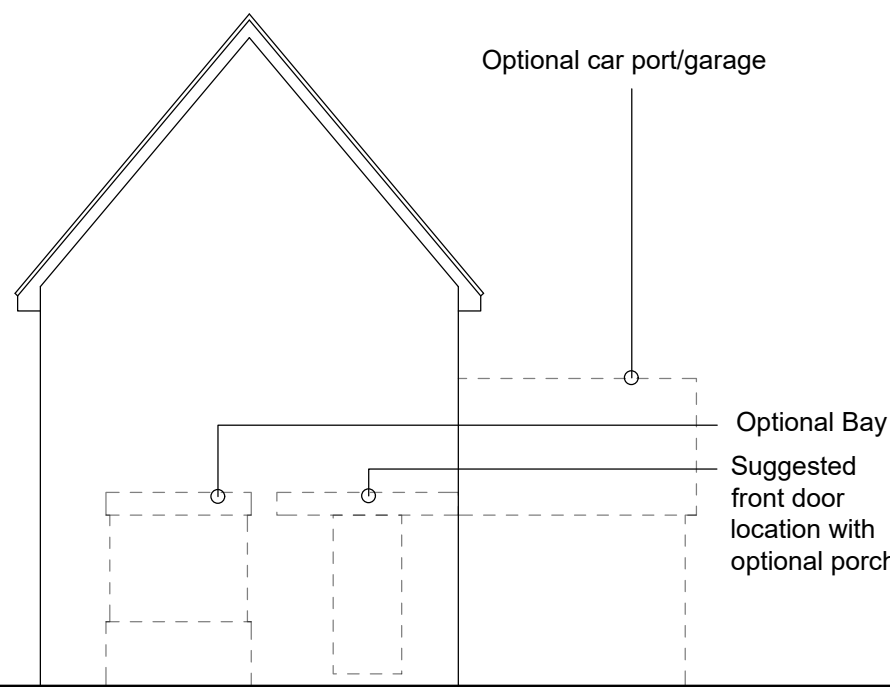
4 Bed Option
Dwelling GIA 97sqm
Ground Floor Plan



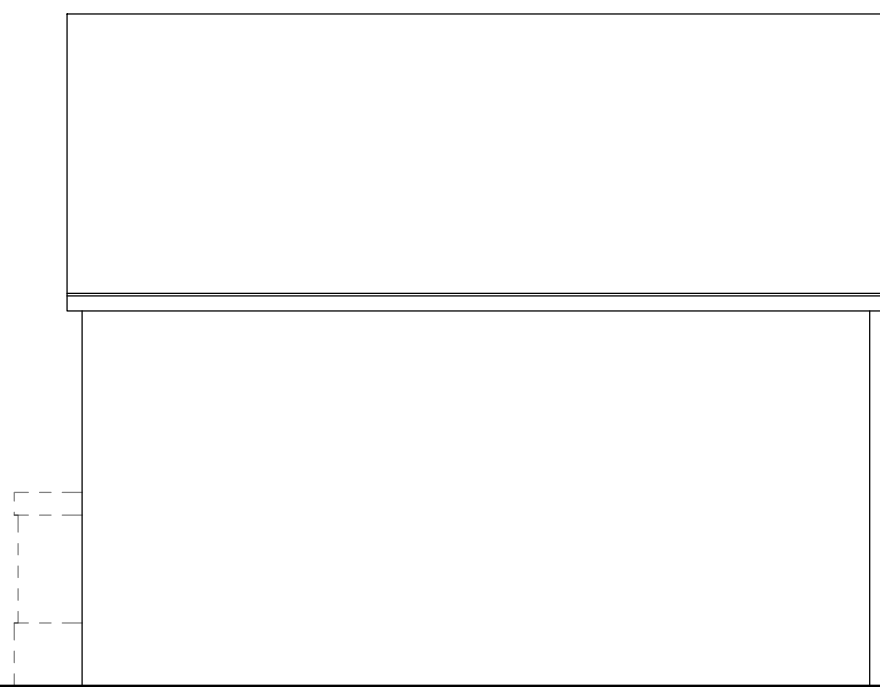
First Floor Plan

Indicative Floor Plan Options
Actual plans to be determined at RMs)
All floor plans as shown comply with NDSS

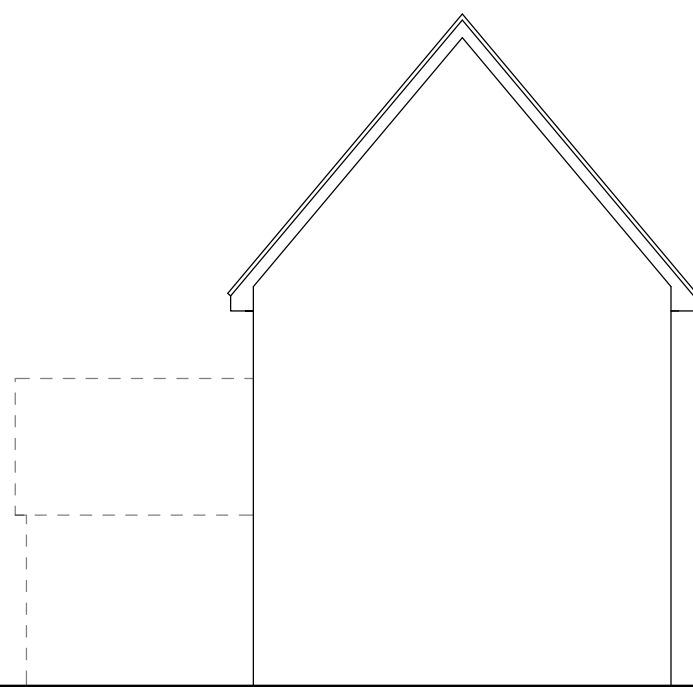
Please note window locations and sizes
are subject to any RM Approval



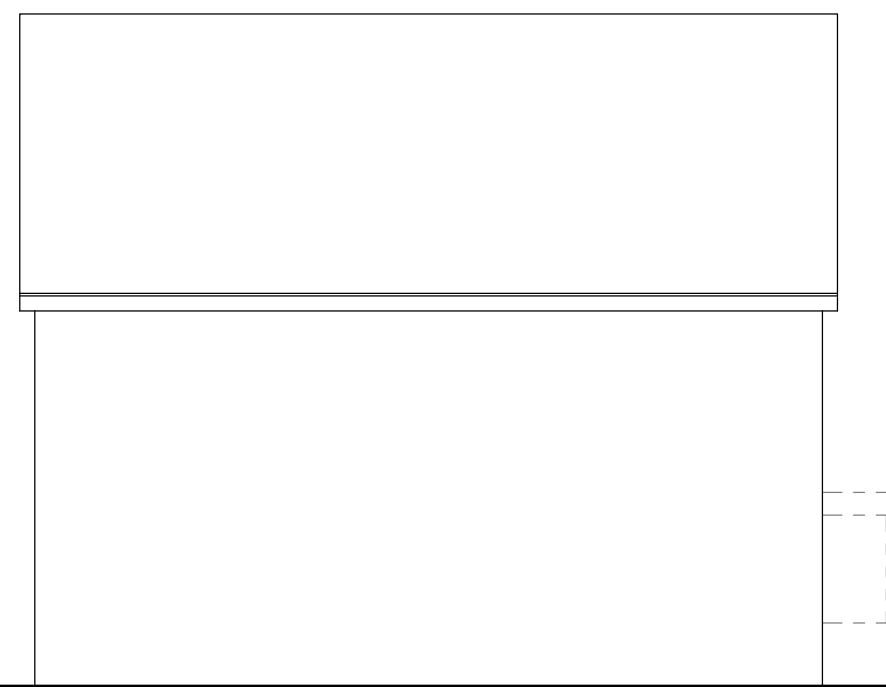
Front Elevation
Indicative Elevations



Side Elevation



Rear Elevation



Side Elevation

Materials to match surrounding scheme

WALLS



Buff brick



Grey Multi Brick



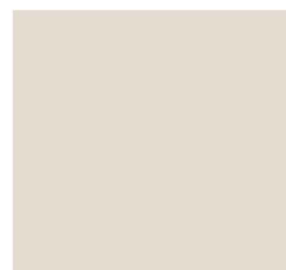
Anthracite Grey



Walnut Brown

Windows to be White uPVC

ROOFS



Cream Render



White Render



Grey roof tile



Brown roof tile

PLOT BOUNDARIES



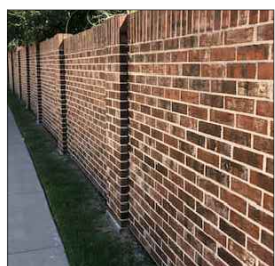
Panel fence with
concrete post and
gravel boards



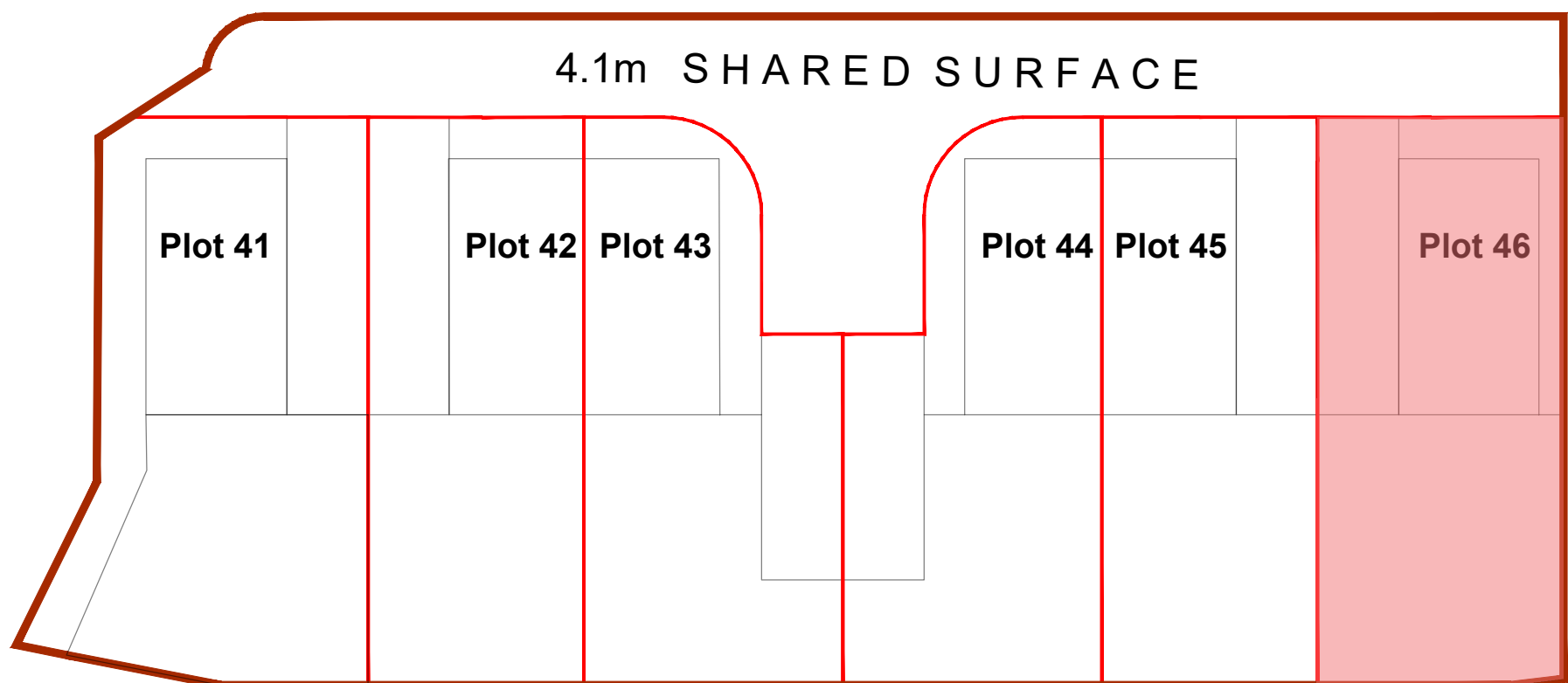
Close Boarded
Fence



Hit and Miss
Fence



Brick Screen Wall
(to match dwelling)



Key Plan NTS

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Client's Name
Reside Developments

Job Title
Land at Funtley Road, Funtley

Drawing Title
Draft Custom Build Passport - Plot 46

Scale
1:100 @ A1 / 1:200 @ A3

Drawn
AX

Checked
KE

Date
07.11.2023

Job No
7365

Drawing No
PL-65

Rev
D

Status
APPROVAL

Appendix C

Formula: _____
Time: _____
For Buyer: _____
For Seller: _____

WARNING: YOU ARE ADVISED TO SEEK LEGAL ADVICE ON THE CONTENT AND MEANING OF THIS CONTRACT BEFORE SIGNING AND AGREEING TO BE LEGALLY BOUND BY ITS TERMS

**CONTRACT FOR SALE
SCHEDULE**

"Seller"

"Buyer"

< FORENAME> < MIDDLE> <SURNAME> of <FLAT> < HOUSE>
<STREET> < LOCALITY> <TOWN> < COUNTY> < COUNTRY>
< POSTCODE>
*<SURNAME>

< FORENAME> < MIDDLE> <SURNAME> of <FLAT> < HOUSE>
<STREET> < LOCALITY> <TOWN> < COUNTY> < COUNTRY>
< POSTCODE>
*<SURNAME>

< FORENAME> < MIDDLE> <SURNAME> of <FLAT> < HOUSE>
<STREET> < LOCALITY> <TOWN> < COUNTY> < COUNTRY>
< POSTCODE>
*<SURNAME>

< FORENAME> < MIDDLE> <SURNAME> of <FLAT> < HOUSE>
<STREET> < LOCALITY> <TOWN> < COUNTY> < COUNTRY>
< POSTCODE>
*<SURNAME>

"Property"

Plot No. <INSERT> on the Development shown edged red on the plan attached to the Transfer and numbered <INSERT>

Tenure: Freehold

"Development"

The residential development to be constructed by the Seller and known as <INSERT> now or formerly registered at the Land Registry under the Title Number

"Dwelling"

House Type: <INSERT>

"Other Eligible Purchaser"

as defined in the Custom Build Statement

"S106 Agreement"

<INSERT>

"Shell Home"

as defined in the Custom Build Statement

"Custom Build Plot"

as defined in the Custom Build Statement

Custom Build Plot Layout Plan

the [] [] [] Custom Build Plot Layout Plan identifying the X internal layout plan specification options of the Shell Home a copy of which is appended as **Annexure 3**

"Custom Build Fit Out Requirements"	as defined in the Custom Build Statement																				
"Internal Layout Option"	the internal layout plan option selected by the Buyer and agreed by the Seller prior to the date hereof and identified on the Custom Build Plot Layout Plan as the ["Standard Build"/Option 1] ["Custom Option 1"] ["Custom Option 2"]																				
"Title Number"	<INSERT>																				
"Warranty Provider"	<INSERT>																				
"Anticipated Build Date"	<INSERT>																				
"Completion Date"	<INSERT> OR The date which is specified for Completion in the Completion Notice (as defined in clause 3 of the Terms)																				
"Price"	<table> <tr> <td></td><td>£<INSERT></td></tr> <tr> <td>Less Financial Incentives (listed in Appendix 2)</td><td>£<INSERT></td></tr> <tr> <td>Net Price</td><td>£<INSERT></td></tr> <tr> <td>Less</td><td></td></tr> <tr> <td>Reservation Fee Deposit</td><td>£<INSERT></td></tr> <tr> <td>Add</td><td></td></tr> <tr> <td>Document Fee</td><td>£<INSERT></td></tr> <tr> <td><INSERT> ID Verification Fee <INSERT> plus VAT in respect of each Buyer)</td><td>£<INSERT></td></tr> <tr> <td>Service Charge (to be apportioned)</td><td>£<INSERT></td></tr> <tr> <td><u>Balance of Price payable at completion date</u></td><td><u>£<INSERT></u></td></tr> </table>		£<INSERT>	Less Financial Incentives (listed in Appendix 2)	£<INSERT>	Net Price	£<INSERT>	Less		Reservation Fee Deposit	£<INSERT>	Add		Document Fee	£<INSERT>	<INSERT> ID Verification Fee <INSERT> plus VAT in respect of each Buyer)	£<INSERT>	Service Charge (to be apportioned)	£<INSERT>	<u>Balance of Price payable at completion date</u>	<u>£<INSERT></u>
	£<INSERT>																				
Less Financial Incentives (listed in Appendix 2)	£<INSERT>																				
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Reservation Fee Deposit	£<INSERT>																				
Add																					
Document Fee	£<INSERT>																				
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Service Charge (to be apportioned)	£<INSERT>																				
<u>Balance of Price payable at completion date</u>	<u>£<INSERT></u>																				
"Non-Financial Incentives"	<List any Non Financial Incentives in the Contract using the phrases when the contract has generated>																				
"Seller's Solicitors"	<COMPANYNAME> of <FLAT> < HOUSE> < STREET> <LOCALITY> < TOWN> < COUNTY> < COUNTRY> < POSTCODE>																				
"Buyer's Solicitors"	<COMPANYNAME> of <FLAT> < HOUSE> < STREET> <LOCALITY> < TOWN> < COUNTY> < COUNTRY> < POSTCODE>																				

1. This Contract is a legally binding agreement between the Seller and the Buyer for:
 - 1.1. the purchase of the Property by the Buyer;
 - 1.2. the building of the Dwelling as a Shell Home on the Property by the Seller; and

1.3. the construction of the internal layout of the Dwelling by the Seller in accordance with the Internal Layout Option

2. The Schedule on pages 1 to 2 and the Terms contained in clauses 1 to 24 apply to this Contract.

Dated this day of20

.....

.....

.....

Duly authorised on behalf of the Seller

The Buyer

DRAFT

TERMS

1. CONSTRUCTION OF THE DWELLING

- 1.1. The Seller will build on the Property the Dwelling (as a Shell Home but including the option of the internal layout in accordance with the Internal Layout Option) in a proper and workmanlike manner and in accordance with:
 - 1.1.1. the terms of the relevant planning permission;
 - 1.1.2. the relevant building regulations approval;
 - 1.1.3. the current standards of the Warranty Provider;
 - 1.1.4. the Custom Build Fit Out Requirements;
 - 1.1.5. the detailed drawings and specification for the type of Dwelling including the Internal Layout Option which can be inspected by the Buyer at the Seller's sales office for the Development as may be varied pursuant to clause 1.3 and/or clause 1.4
 - 1.1.6. Clause 3.2.1 of Part 2 of Schedule 2 of the Section 106 Agreementand such Dwelling whether erected or in the course of erection shall be referred to as **"the Property"**.
- 1.2. The Buyer shall be deemed to have full knowledge of the plans and specifications relating to the Property whether or not the Buyer has inspected the same prior to the date of this Contract and the Seller will use all reasonable endeavours to adhere to such plans and specifications subject to clause 1.3 and/or clause 1.4.
- 1.3. The Seller reserves the right (subject to any necessary approval of the local authority) to employ or use alternative materials in the construction of the Property and to vary the construction or specification in such manner as it may in its absolute discretion think fit and the Buyer shall not be entitled to raise any objection or make any claims for compensation or loss as a result PROVIDED THAT such variations shall not substantially or significantly affect the value or marketability of the Property or its design construction or the materials being used.
- 1.4. Prior to making any variations that will substantially or significantly affect the value or marketability of the Property or the Dwelling's design construction or the materials being used the Seller shall notify the Buyer in writing of the proposed variations and the Buyer shall be entitled within 14 days of receipt of such notice to serve a notice upon the Seller to determine this Contract and upon receipt of such notice by the Seller this Contract shall determine Provided That such determination shall be without prejudice to any claim which either party may have had for breach of the terms of this Contract but for such determination and the Seller shall within 14 days of the date of such determination repay to the Buyer the Deposit and the Reservation Fee in full.
- 1.5. The boundaries of the Property and the Development shown on the plans supplied to the Buyer by the Seller are by way of identification only and any alteration or variation of any of these shall not entitle the Buyer to rescission or compensation unless such alteration or variation shall substantially diminish the value of the Property.

2. DEPOSIT

- 2.1. The Deposit shall be paid on the signing of this Contract to the Seller's Solicitors as agents for the Seller (which means that the Seller's Solicitor will immediately send this money to the Seller's bank account)
- 2.2. If the deposit actually paid upon exchange of Contracts ("the Deposit") is less than ten per cent of the Price the shortfall between the Deposit and ten per cent of the Price ("the Shortfall") shall at all times remain a debt due from the Buyer

- 2.3. The Deposit is protected by the Warranty Provider's warranty scheme which protects deposits of up to 10% of the Price. The Buyer confirms that they have received full details of the Warranty Provider's warranty scheme

3. COMPLETION

- 3.1. Completion of the sale and purchase ("Completion") shall take place at the Seller's Solicitors' offices or such other place in England and Wales as the Seller's Solicitors shall direct on the Completion Date
- 3.2. For the purpose of this clause 3:
- 3.2.1. **"Completion Notice"** means a notice served by the Seller's Solicitors on the Buyer's Solicitors by facsimile, post or document exchange to the effect that the Dwelling is substantially completed (as evidenced by the issue of a Cover Note a copy of which Cover Note accompanies such notice) which notice specifies the date on which Completion is required to take place provided that such date is not less than 14 days from but not including the date of service of the notice
- 3.2.2. **"substantially completed"** means that the Dwelling is completed in all major respects and is capable of occupation (but by way of example only an not limitation, not necessarily that fences have been erected, any drive or pathways or the turfing of any lawn or any other external works have been completed, any minor defects have been remedied or any extras which the Seller may have agreed to supply or effect have been supplied or effected)
- 3.2.3. **"Cover Note"** means the Warranty Provider's Cover Note or other similar certificate asserting that the Property is substantially completed which is issued by the Warranty Provider following its final inspection of the Property in a form recognised by the UK Finance Mortgage Lenders' Handbook for the purposes of releasing mortgage funding
- 3.3. A copy of the Cover Note shall be provided to the Buyer's Solicitors as soon as reasonably practicable following receipt of the same by the Seller's Solicitors (but in any event prior to Completion)
- 3.4. The Buyer shall not be entitled to delay Completion or payment of any sums falling due to be paid under this Contract by reason of:
- 3.4.1. any minor defects or outstanding works of a minor nature which in either case can reasonably be dealt with after Completion or by reason of any works of landscaping fencing and drive or path laying which the Seller may have agreed to carry out not having been finished and the Seller shall deal with any such defects or outstanding works as soon as reasonably possible after Completion subject to the Buyer allowing access to the Property for such purposes
- 3.4.2. that any telecommunication infrastructure or connections have not been provided by the relevant supplier
- and the Buyer hereby acknowledges that:
- 3.4.3. it will allow the Seller access to the Property for the purpose of carrying out any such defects or outstanding works;
- 3.4.4. if such access is unreasonably refused then the Seller's obligations under this clause shall be deemed to be have been fulfilled and discharged without further liability to the Buyer; and
- 3.4.5. the Seller shall not be liable to the Buyer for any loss of earnings arising directly or indirectly from the Seller exercising the rights of access pursuant to this clause 3.4

- 3.5. Notwithstanding clause 3.4 the Seller shall not be liable for or to rectify any damage to the Property (including fixtures fittings and floor coverings) caused by the Buyer or third parties acting for or on behalf of the Buyer.
- 3.6. For the avoidance of doubt Completion shall take place notwithstanding that the supply of gas electricity water or other services to the Property may not have been connected by the relevant services provider due to the Buyer having omitted or delayed to apply to the relevant provider for supply and it shall remain the responsibility of the Buyer to make such application for supply.
- 3.7. In the event of Completion being delayed due to the fault of the Buyer or the Buyer's Solicitors the Buyer shall pay (in addition to any other monies payable to the Seller):-
- 3.7.1. an administration charge of <£INSERT> to the Seller; and
- 3.7.2. the Seller's Solicitors legal fees of <£INSERT> plus VAT in the contemplation and/ or preparation and/or service on the Buyer of a notice to complete this Contract
- and such monies shall be payable upon Completion in addition to the balance purchase monies

4. TRANSFER/TRANSFER PLAN

- 4.1. The transfer of the Property to the Buyer ("**the Transfer**") shall (subject to clause 4.3 and 4.4) be in the model form[s] annexed hereto (as Annexure 1) and the Buyer shall be deemed to have full knowledge of its contents and the Property is sold together with the benefit of and subject to all matters contained or referred to in the Transfer
- 4.2. On Completion the Seller shall enter into the Transfer with the Buyer and the Buyer shall accept and enter into the Transfer with the Seller;
- 4.3. The Seller reserves the right (at its discretion) before or after Completion to:
- 4.3.1. rectify the plan annexed to the Transfer if the latest survey of the Property shows such plan to be incorrect as to the boundaries or the location of buildings or any drive or accessway; or
- 4.3.2. move or realign the position of any boundary fences structures or accessways of the Property ("**the Realignment Works**") if the latest survey shows the physical position of such boundary fences structures or accessways do not accord with the plan annexed to the Transfer
- and the Buyer will:
- (a) if requested by the Seller forthwith enter into any deed of rectification or variations of grants of easement required thereby; and
- (b) where the Seller exercises its discretion to carry out the Realignment Works after Completion, allow the Seller access to the Property at all reasonable times to carry out such Realignment Works upon reasonable prior notice being given to the Buyer and subject to the Seller making good any physical damage caused
- The Buyer shall not be entitled to raise any objection to, or make any claim for compensation or loss resulting from, an amendment to the plan or the Realignment Works.
- 4.4. Prior to Completion the Seller has the right to amend the Transfer (save as to the Price) and the Estate Service Charge Deed (as defined in clause 23) as may be necessary:
- 4.4.1. as a consequence of any amendment to the proposed development scheme for the Development
- 4.4.2. in accordance with good principles of estate management or for any other reason which may from time to time be considered by the Seller (acting reasonably) to be necessary or desirable

- 4.4.3. as a consequence of a request by the Land Registry in pursuance of obtaining approval to the Transfer and/or
- 4.4.4. to comply with the requirements of the UK Finance Mortgage Lenders' Handbook

provided that the changes do not materially affect the value of the Property or adversely affect the Buyer's use and enjoyment of the Property

- 4.5. The Buyer having been afforded an opportunity to inspect the Property and its boundary walls fencing or hedges prior to Completion shall be deemed to have accepted the position of such walls fences or hedges and shall not be entitled to any remedy against the Seller if it exercises its discretion to rectify the plan annexed to the Transfer under clause 4.3.

- 4.6. In addition to the Price the Buyer shall on Completion pay:

- 4.6.1. the Document Fee being the fee of the Seller's Solicitors for the engrossment of the documentation supplied by the Seller's Solicitors; and
- 4.6.2. the <Thirdfort> ID Verification Fee in respect of the fee incurred by the Seller for the identification check carried out by the Seller on the Buyer at reservation

as set out in the Schedule to this Contract.

- 4.7. Within 5 working days of completion the Buyer(s) shall provide to the Seller's Solicitors the original or a certified copy of their signed Transfer

5. POSSESSION

The Property is sold with vacant possession on Completion

6. STANDARD CONDITIONS

- 6.1. The provisions of the Standard Conditions of Sale (Fifth Edition – 2018 Revision) ("**the Standard Conditions**") shall apply to this Contract and where there is conflict between the Standard Conditions and this Contract then this Contract shall prevail.
- 6.2. The contract rate shall be 4% per annum above the base rate of Barclays Bank plc in force from time to time
- 6.3. Standard Condition 1.3.7(d) is amended to read "*by fax: one minute after despatch where despatch is before 4.30pm on a working day and otherwise before 9.30 am on the next working day after despatch*"
- 6.4. Standard Conditions 4.1 and 4.3 shall not apply.
- 6.5. In Standard Condition of 6.8.2 the words "*ten working days*" shall be deleted and replaced by the words "*seven days*"

7. TITLE

- 7.1. The Seller's title to the Property is registered with absolute title at the Land Registry under the Title Number and has been deduced to the Buyer's Solicitors before the date of this Contract (as the Buyer acknowledges) and the Buyer is deemed to purchase with full and complete knowledge of the title and shall not raise any objection requisition or enquiry in relation to it.
- 7.2. The Property is sold with the title guarantee set out in the Transfer

8. ENCUMBRANCES

- 8.1. The Property is sold subject to the following:-
 - 8.1.1. all matters registered or capable of registration in the Local Land Charges Register

- 8.1.2. all matters (other than any charges to secure monies) contained or referred to in the registers of the Seller's title at the Land Registry and any deeds and documents referred to therein so far as the same relate to the Property
 - 8.1.3. any matters which would if the Property was not registered be unregistered interests and which override first registration under Schedule 1 to the Land Registration Act 2002 or which override registered dispositions under Schedule 3 of the said Act; and
 - 8.1.4. all matters disclosed or which might reasonably be expected to be disclosed by searches and enquiries made by or on behalf of the Buyer or which a prudent buyer of residential property ought to make
 - 8.1.5. <INSERT> of the S106 Agreement
- so far as the same are still subsisting and capable of taking effect and affect the Property
- 8.2. The Seller reserves the right to grant prior to Completion at its own cost for the benefit of the Development such easements licences wayleaves and rights in respect of service media which cross or are intended to cross the Property as may be required for the benefit of the Development and the Property shall be sold subject to the same
 - 8.3. Where any service media intended to benefit the Development cross or are intended to cross the Property and no formal deed of easement or licence or wayleave has been entered into by the Seller as at Completion the Buyer if so requested by either the Seller or the relevant service provider shall enter into a deed of easement or other appropriate deed with the service provider in order to secure such rights as may be reasonably required by the service provider
 - 8.4. The Seller reserves the right to enter on to the Property for a period of two years after Completion:
 - 8.4.1. for the purposes of carrying out landscaping works pursuant to the requirements of the Local Authority subject to the Seller making good any physical damage caused thereby to the reasonable satisfaction of the Buyer (provided that the landscaping works themselves shall not constitute physical damage); and
 - 8.4.2. for any purpose (including the erection of and removal of scaffolding) in connection with the construction of any other dwelling or ancillary building on the Development or the carrying out of any other works ancillary to such construction on any land adjoining or adjacent to the Property subject to the Seller making good any physical damage caused thereby to the reasonable satisfaction of the Buyer as soon as reasonably possible
 - 8.4.3. (with or without workmen tools and equipment) for the purpose of relocating any boundary structures or other boundary markers (in respect of which the Buyer shall not be entitled to object or to claim compensation) if as a result of a subsequent as built survey it is shown that such boundary structures or markers have not been erected in the position shown on the plan attached to the Transfer
 - 8.5. For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Buyer.

9. **[[WARRANTY PROVIDER**

- 9.1. The Seller is a registered house builder with the Warranty Provider and warrants that it has registered the construction of the Dwelling on the Property with the Warranty Provider and that it will erect the Dwelling in accordance with the requirements of the Warranty Provider and the Seller will after completion of the

construction of the Dwelling deliver to the Buyer's Solicitors the Warranty Provider's policy documentation in the prescribed form or the means to obtain such policy documentation according to the practice of the Warranty Provider from time to time

- 9.2. The Seller shall not be liable to the Buyer in respect of any defect error or omission in the execution or completion of the work save to the extent and for the period that the Seller is liable under the provisions of the Warranty Provider's policy

10. EXTRAS

- 10.1. Any extras or variations requested in writing by the Buyer which the Seller may agree to supply or effect shall be documented in a separate contract between the parties and shall be paid for in addition to the Price mentioned in the Schedule and payment shall be made at such time as the Seller may require together with any value added tax properly chargeable thereon
- 10.2. In the event that the Buyer requests extras or variations pursuant to clause 10.1 the Seller shall as soon as reasonably practicable notify the Buyer of any likely delays to the Anticipated Build Date resulting from such extras or variations and the Anticipated Build Date shall then be deemed varied accordingly.

11. KEY RELEASE

The Buyer shall not be entitled to any keys of the Property nor to take possession or occupation of it until all monies payable under this Contract have been paid to the Seller in cleared funds and the Seller shall be entitled to withhold the Transfer until such time as all monies payable under this Contract have been received in full.

12. INSURANCE

- 12.1. For the purpose of insurance the Property shall be at the risk of the Seller until the release of the keys to the Buyer is authorised and thereafter the Property shall be insured by the Buyer

13. ESTATE DEVELOPMENT

- 13.1. Neither the plan annexed to the Transfer nor any site layout plan displayed or issued by the Seller constitutes any warranty of the Seller's intentions as to the layout or composition of the Development or the development or use of any property adjacent to or outside the boundaries of the Property now or in the future and any variation from any such plan layout or composition shall not entitle the Buyer to rescind this Contract or to make any claim for damages or compensation against the Seller
- 13.2. The Seller agrees to indemnify the Buyer in respect of liabilities imposed on the Seller under the planning agreements and/or planning obligations relating to the Development (but not those relating to the use of the Property) details of which have been provided to the Buyer's Solicitors prior to the date of this Contract.

14. DISCLAIMER

- 14.1. The Buyer hereby agrees and declares that the only representations (if any) either written or oral or implied made to the Buyer prior to the date of this Contract by the Seller or his servants or agents concerning the Property which has influenced or persuaded the Buyer to enter into this Contract are set out in full in Appendix 1 and that there are no other such representations which have influenced or persuaded the Buyer to enter into this Contract.
- 14.2. Any descriptive sales literature issued in connection with the Property or the Development is solely intended for the guidance and assistance of prospective buyers and nothing contained in such literature shall be considered as forming part of this Contract or as a warranty or representation inducing exchange
- 14.3. The Property is believed to be and shall be taken as correctly described as to measurement and otherwise and any error omission or mis-statement found in the Contract (whether or not it materially affects the description of the Property) shall not annul the sale or entitle the Buyer to be released from the purchase nor shall

the Seller nor the Buyer claim to be allowed any compensation in respect of any such matter PROVIDED that nothing in this clause shall entitle the Seller to convey or transfer property which differs substantially and materially from the Property whether in quality quantity tenure or otherwise if the Buyer or the Seller respectively would be prejudiced by reason of such difference

15. **NON MERGER**

This Contract shall remain in full force and effect notwithstanding the execution and delivery of the Transfer to the Buyer

16. **PUBLICITY**

The Buyer acknowledges the right of the Seller to take and use photographs of the Property for publicity purposes at its sole discretion without obligation or liability to the Buyer either before or up to 2 years after completion.

17. **DISPUTE RESOLUTION**

17.1. If any dispute or difference arises between the Seller and the Buyer the Buyer shall notify the Seller in writing of such dispute or difference together with their address and contact details

17.2. The Seller shall deal with all disputes or differences notified by the Buyer pursuant to clause 17.1 within a reasonable time and the Seller shall inform the Buyer at the earliest opportunity of the likely timescale for dealing with the dispute or difference

17.3. If the Seller has not dealt with the dispute or difference within a reasonable time or if the Buyer is not satisfied:

17.3.1. where the dispute or difference is in connection with the construction of the Dwelling the dispute or difference may be referred to arbitration under the Warranty Provider's scheme and the decision of any such arbitrator shall be final and binding on the parties

17.3.2. where any other dispute or difference arises between the Seller and the Buyer in respect of the construction of this Contract or as to rights liabilities or duties of the parties under this Contract the dispute shall be referred to the arbitration under the Consumer Code for Home Builders Independent Dispute Resolution Scheme

18. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Contract do not intend to confer any rights to third parties by virtue of the Contracts (Rights of Third Parties) Act 1999 other than the right for the Management Company to enforce clause 24

19. **INCENTIVES**

19.1. [For the avoidance of doubt and for the purpose of assisting the Buyer's Solicitors in complying with the UK Finance Mortgage Lenders' Code of Conduct issued from time to time the Buyer and the Seller confirm that no incentives will be available to the Buyer at Completion]

19.2. [Only those incentives listed in Appendix 2 to this Contract (if any) will be available to the Buyer at Completion]

19.3. The Buyer warrants that any intended mortgagee in respect of the Property has been notified prior to the date of this Contract of any financial incentives cash back or other specified allowances offered by the Seller

19.4. Provided that the date of this Contract is on or before £INSERT> and Completion is effected on the date specified for Completion in this Contract the following incentive schemes will apply:

19.4.1. On Completion the Price referred to in the Schedule will be discounted by the Financial Incentives shown in Appendix 2

19.4.2. The Seller will provide the Non-Financial Incentives to the Buyer on Completion]

20. **BUILDING SCHEDULE AND THE BUYER'S RIGHT TO CANCEL**

- 20.1. The Seller expects to complete the building of the Property by the Anticipated Build Date (unless the Seller has specified a fixed Completion Date in the Schedule)
- 20.2. The construction of the Property may be delayed for reasons outside the control of the Seller, particularly in relation to services. The Seller will use all reasonable endeavours to avoid delays and to minimise the effect of any delay. The Seller will notify the Buyer of any significant delay.
- 20.3. The Seller shall notify the Buyer in writing when the Buyer may apply to the relevant services provider for the main services to be connected.
- 20.4. In the event that the Seller has not served a Completion Notice pursuant to clause 3.2 within six months of the Anticipated Build Date then the Buyer shall be entitled to serve a notice (**giving 7 days written notice to the Seller**) upon the Seller seeking to determine this Contract and at the expiry of such period (unless the Seller has within such period served a Completion Notice pursuant to clause 3.2) this Contract shall determine Provided That such determination shall be without prejudice to any claim which either party may have had for breach of the terms of this Contract but for such determination and the Seller shall within 14 days of the date of such determination repay to the Buyer the Deposit and the Reservation Fee in full
- 20.5. In the event that the Seller has not served a Completion Notice pursuant to clause 3.2 within two months of the Anticipated Build Date then the Buyer shall be entitled to serve a notice (**giving 7 days written notice to the Seller**) upon the Seller seeking to determine this Contract and at the expiry of such period (unless the Seller has within such period served a Completion Notice pursuant to clause 3.2) this Contract shall determine Provided That such determination shall be without prejudice to any claim which either party may have had for breach of the terms of this Contract but for such determination and the Seller shall within 14 days of the date of such determination repay to the Buyer the Deposit and the Reservation Fee in full

21. **BUYER'S MORTGAGE**

- 21.1. If the Buyer is purchasing the Property with the help of a mortgage the Buyer acknowledges that before exchange of contracts the Buyer and the Buyer's Solicitors must give to the Buyer's lender in writing full details of the S106 provisions affecting the Property as a Custom Build Plot together with any discount, gifted equity cashback mortgage paid or other financial inducement that the Buyer has been offered in this Contract and or any third party incentive(s) or payment(s) such as a finders fee or any other matter requiring disclosure as falls within the specifics or spirit of the UK Finance Mortgage Lenders' Code of Conduct issued from time to time
- 21.2. Where a Financial Incentive from the Price applies the Sub Total shown in the Schedule on page 1 will be shown as the price paid in the Transfer
- 21.3. Where a gifted equity applies the Transfer will show the Price together with the amount of the gifted equity

22. **S106 DECLARATION**

- 22.1. The Buyer declares that:-
- 22.1.1. they fall within the definition of either a Part 1 Registered Eligible Purchaser or an Other Eligible Purchaser; and
- 22.1.2. that if the Buyer falls within the category of an Other Eligible Purchaser they confirm that the Property will be their main residence for a period of at least 3 years from the date of completion

23. TERMINATION OF THIS CONTRACT

Without prejudice to any rights that have accrued under this Contract or any of its rights or remedies either party may terminate this Contract with immediate effect by giving written notice to the other party and Standard Condition 7.2 then applies with such event being treated as a breach of contract by the other party if:

- 23.1. the other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual is deemed either unable to pay its debts or as having no reasonable prospect of so doing in either case within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the forgoing apply
- 23.2. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 23.3. a petition is filed or a notice is given or a resolution is passed or an order is made for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- 23.4. an application is made to court or an order is made for the appointment of an administrator or if notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); or
- 23.5. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or
- 23.6. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- 23.7. the other party (being an individual) is the subject of a bankruptcy petition or order; or
- 23.8. a creditor or encumbrancer of the other party attaches or takes possession of or a distress or execution or sequestration or other such process is levied or enforced on or sued against the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 23.9. any event occurs or proceedings are taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 23.1 to 23.8 (inclusive); or
- 23.10. the other party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business; or
- 23.11. the other party (being an individual) dies or by reason of illness or incapacity (whether mental or physical) is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
- 23.12. (or where the other party consists of more than one person or company such an event occurs in respect of any one of them)

24. ESTATE MANAGEMENT

- 24.1. For the purpose of this clause 24, the following definitions shall have the following meanings:

- 24.1.1. **"Estate Service Charge Deed"** means the separate deed to be entered into between (1) the Seller (2) the Buyer and (3) the Management Company on legal completion substantially in the form annexed hereto subject to clause 4.4 of this contract and to such

reasonable amendments required by the Seller to facilitate the proper management of the Development

24.1.2. **"Management Company"** means <INSERT> (as defined in the Estate Service Charge Deed)

24.1.3. **"Restriction"** means the restriction to be registered against the Buyer's title to the Property as set out in clause 7.2 of the Estate Service Charge Deed

24.2. The Seller will use reasonable endeavours to arrange for the Estate Service Charge Deed relating to the Property to be executed by or on behalf of the Management Company

24.3. The Buyer shall:

24.3.1. execute the Estate Service Charge Deed on or before completion

24.3.2. in addition to the balance of the Price pay to the Seller's Solicitors on completion an apportionment of the Service Charge payable under the Estate Service Charge Deed; and

24.3.3. procure the registration of the Restriction and the Estate Service Charge Deed against the Buyer's registered title to the Property and provide evidence of such registration to the Seller's Solicitor within 10 working days of completion of the Buyer's application for registration

24.4. In the event that the Buyer fails to comply with the obligations in this clauses 24.3.1 and 24.3.2 the Seller may (without prejudice to the Seller's rights and remedies against the Buyer) either complete the sale of the Property or treat the Buyer as not being ready able and willing to complete the purchase of the Property

25. **SIGNS**

While the Seller has a sales presence on the Development the Seller may retain on the Property or any building to be erected on it and maintain such sign or signs as the Seller may reasonably require together and to erect or affix on the Property or any building to be erected on it such sign or signs as the Seller may reasonably require and to enter onto the Property during such reasonable hours in the day time to erect affix inspect repair or replace such sign or signs

APPENDIX 1
Representations

1. Written answers by the Seller's Solicitors to pre-contract enquiries or information in writing supplied in lieu of them.

DRAFT

ANNEXURE 1 – THE TRANSFER

DRAFT

ANNEXURE 2 – THE S106 AGREEMENT

DRAFT

ANNEXURE 3 – CUSTOM BUILD PLOT LAYOUT PLAN

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Appendix D

Mr S O'Halloran
Reside Developments
132-134 High Street
Dorking
Surrey
RH1 1BG

1st December 2023

Dear Steve,

Re: Custom Build Plots, Funtley Road, Funtley

You have asked us to provide you with pricing for the 6 x custom build units to be located at the above site which benefits from a planning permission under reference P/20/1168/OA.

The site is located on the Funtley Road and is bounded by the M27 to the south, a railway line to the east and a disused railway spur to the west, now a bridleway. Funtley village is to the east of the railway line and Fareham is to the South of the M27. The location of the site is shown indicatively below:



The approved planning permission requires 6 custom build units to be provided on the site which are shown below (acknowledging this is the recently submitted reserved matters layout still subject to approval):

Henry Adams LLP Rowan House, Baffins Lane, Chichester, West Sussex PO19 1UA
01243 533633 chichester@henryadams.co.uk henryadams.co.uk

Sales ▶ Lettings ▶ Commercial ▶ Rural ▶ Development ▶ Fine Art



You have asked us to value the plots and we have been provided with the following information by you:

1. Site layout
2. Plot Passport for plots 41-46 (custom build units)
3. Estimated build costs for the proposed units.

We have reviewed the information provided and have set out below our estimate of the plot prices for each unit:

Plot Number	Plot Price*	Guide Build Cost**	Fees***	Plot Size	Total Estimated Cost**
41	£ 225,000	£ 208,800	£ 20,000	1044	£ 453,800
42	£ 215,000	£ 208,800	£ 20,000	1044	£ 443,800
43	£ 215,000	£ 208,800	£ 20,000	1044	£ 443,800
44	£ 215,000	£ 208,800	£ 20,000	1044	£ 443,800
45	£ 215,000	£ 208,800	£ 20,000	1044	£ 443,800
46	£ 225,000	£ 208,800	£ 20,000	1044	£ 453,800

Notes

* Subject to valuation at point of marketing

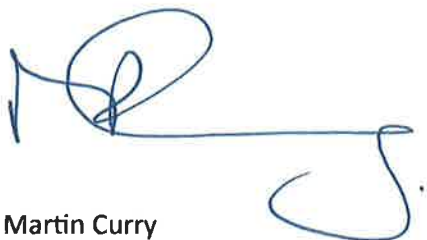
** Based on standard specification and subject to change and final spec/build agreed with purchaser. Assuming build cost of £200ft

*** Contracts, administration design fees (estimate)

Please be aware that our advice is subject to change depending on market conditions, final specification and we reserve the right to review this ahead of formal marketing.

If you require any further information, please let me know.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'MC', with a long horizontal stroke extending to the right and a small loop at the end.

Martin Curry

Partner

Henry Adams Land & New Homes

Martin.curry@henryadams.co.uk

01243 533633