

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 or We or Us" Bellway Homes Limited whose registered office is at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne NE13 6BE (Company Registration Number 00670176)

"Buyer or You" [REDACTED]

"Property" [REDACTED] on the Seller's Estate Little Meadow, Alfold Road, Cranleigh shown edged red on the attached plan

"New Home" House type [REDACTED]

"Anticipated Completion Date" [REDACTED] 2020
(if no date specified then not applicable)

"Termination Period" [OPTION A – to be used where exchange occurs before the roof is completed and the building is weatherproof :-
6 calendar months where a house
[OPTION B – to be used where exchange occurs after the roof is completed and the building is weatherproof:-
2 calendar months where a house
from the Anticipated Completion Date

"Fixed Completion Date" [REDACTED] day of [REDACTED] 2020
(if no date specified then not applicable)

"Transfer" The Transfer in the form attached to this Contract

"Tenure" [REDACTED]

"Price" [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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; and
 - 1.2. The building of the New Home on the Property by the Seller.
2. The Schedule on page 1 and the Terms on the following pages apply to this Contract.

Dated this day of 20

.....
Duly authorised on behalf of the Seller The Buyer

TERMS

1 Construction of the New Home

We will build the New Home:

- 1.1 In a good and workmanlike manner.
- 1.2 In accordance with planning permission and building regulations approval.
- 1.3 To the standards required by the relevant New Home warranty provider (either NHBC, Premier Guarantee or LABC New Homes Warranty)
- 1.4 As soon as reasonably practicable taking account of our programme for constructing the development with the intention of meeting the Anticipated Completion Date.

2 Design and Construction

- 2.1 We may find it necessary to change some elements of design or construction or the materials to be used in the construction of the New Home but in that case:
 - 2.1.1 any suitable materials will be of similar and no less quality to those being replaced;
 - 2.1.2 we will notify you of any changes and the reasons for them and;
 - 2.1.3 If the changes to your New Home are substantial and significant then if you find the changes unacceptable you will have the right to terminate this Contract and to repayment of your deposit and reservation fee under clause 5
- 2.2 We may need to make adjustments to the boundaries of the Property but these will not significantly alter its area.
- 2.3 We will do all we reasonably can to lay out that part of the development of the Estate of which the Property is part as shown on the Contract plan but we will have the right to make changes to the layout of the other parts of Estate which we consider appropriate.
- 2.4 We will keep you informed of construction progress.
- 2.5 Construction may be delayed for reasons outside our reasonable control. We will use our reasonable endeavours to avoid delays and to minimise the effect of any delay, and we will notify you of any significant delay.

3 Completion of Construction

- 3.1 The Anticipated Completion Date is our best estimate of the date your New Home will be constructed. There are many matters outside of our control which could delay construction works or the provision of roads, services and other items so you cannot rely on this date to enter into legal commitments (such as for example booking removal vans or giving notice to terminate a tenancy). You will be advised of progress as your New Home nears completion until we reach the point when we can give you a binding date under clause 4 below
- 3.2 We will inform you and your conveyancer when construction of the New Home has been completed.
- 3.3 If there are any outstanding works we will complete them as soon as we reasonably can either before or after legal completion so long as you allow us access to do this work at reasonable times between 9am and 5pm Monday to Friday on working days.

4 Legal Completion

- 4.1 This will be either the Fixed Completion Date set out in this Contract or if no date is fixed completion will be on 10 working days advance notice once construction is complete and therefore:
 - 4.1.1 legal completion of the sale and purchase will take place on the date shown if it is the Fixed Completion Date or 10 working days after we give your conveyancer a written notice that the New Home is completed and ready for occupation;
 - 4.1.2 on legal completion payment of the balance of the Price is due from you to us and ownership of the Property will be transferred to you.
- 4.2 If there are still minor works outstanding legal completion cannot be delayed for this reason.
- 4.3 At least 5 working days before legal completion a Cover Note will be issued and copied to your conveyancer which will bring into full effect the terms of the new home warranty cover that has been offered for the New Home.
- 4.4 You will not be responsible for any damage to the New Home that occurs before legal completion
- 4.5 At legal completion you must:
 - 4.1.1 hand over to us an engrossed copy of the Transfer signed as a Deed; and
 - 4.1.2 pay by telegraphic transfer to our conveyancer the balance of the Price for the Property and the cost of all Extras/Options that are not included in this Contract and which you ask for after this Contract became binding
- 4.6 If your purchase of the Property fails to complete on the date fixed for legal completion and this failure is not our fault, we have the right to withdraw our offer of any Discount in the Price shown in the Schedule on page 1. Where a Discount is withdrawn, you must pay the full Price for the Property.
- 4.7 At legal completion we will:
 - 4.1.1 hand over to you an engrossed copy of the draft Transfer signed as a deed;
 - 4.1.2 transfer ownership of the Property to you; and
 - 4.1.3 give you vacant possession of the Property

5 Your Termination Rights

- 5.1 You may terminate this Contract by serving written notice on our conveyancer if:
 - 5.1.1 We fail within the Termination Period to serve notice on you or your conveyancer under clause 4 requiring legal completion of the sale and purchase of the Property; or
 - 5.1.2 We make substantial and significant changes to your New Home as constructed which first became known to you after exchange of this Contract and you are not prepared to accept such changes
- 5.2 If this Contract is lawfully terminated under clause 5.1 then we will return to your conveyancer the deposit and reservation fee without any deduction within 10 working days of receipt of your written notice of cancellation

6 Standard Conditions of Sale

- 6.1 This contract incorporates the 'Standard Conditions of Sale (5th) Edition' ("Standard Conditions") which are produced by The Law Society and are one of the accepted forms of standard contract terms routinely used for the sale and purchase of residential property in England and Wales. The Standard Conditions apply to this Contract except to the extent they are varied, excluded by or inconsistent with the terms of this Contract. In the event of

any difference or inconsistency between the Standard Conditions and the terms of this Contract, the terms of this Contract shall prevail.

- 6.2 The contract rate is the Law Society rate of 4% above the base rate of Barclays Bank.
- 6.3 If you fail to pay all or any part of the balance of the Price for the Property on the date fixed for legal completion, you will be charged interest at the contract rate on the unpaid balance until it is paid.
- 6.4 If you or we have to issue a notice to complete in accordance with the Standard Conditions then you or we as the case may be shall be entitled to recover the legal costs of issuing such notice up to a maximum of £250.00 plus VAT per notice issued.

7 Your Decision-Making

- 7.1 You confirm to us that prior to entering into this legally binding Contract that in making your decision to purchase the New Home and the Property you have:
 - 7.1.1 through your conveyancer provided in writing to our conveyancer full details of all spoken statements that you have taken into account and are relying upon in deciding to enter into this Contract and have accepted our written response to your conveyance in respect of those statements.
 - 7.1.2 taken all reasonable steps to satisfy yourself that the Estate and the wider neighbourhood is a suitable place for you to live;
- 7.2 You also confirm that when making any decision we ask you to make after entering into the Contract you will provide to us full details of all spoken and written statements that you have taken into account and are relying upon in making that decision.

8 Deposit

At the same time as this Contract becomes legally binding you must pay the Deposit to our conveyancer as agents for the Seller by way of a Bacs Transfer to our conveyancer's client account. Our conveyancer's client account details are set in our conveyancer's initial letter

As a reference please quote BALS/25 Little Meadows.

The deposit must be sent to our conveyancer by your conveyancer from their client account and not directly by you. Due to Anti Money Laundering Regulations, under no circumstances will our conveyancer accept deposit monies that come directly from you and, should this transpire, the payment will be rejected.

9 Title Matters

- 9.1 If the Property is registered at the Land Registry its Title Number is shown in the draft Transfer
- 9.2 If we are not registered at the Land Registry as owner of the Property at the time this Contract becomes binding this is because our application to be

registered as the owner of the Property is either about to be lodged with the Land Registry or is presently being processed by the Land Registry.

- 9.3 Where mines and minerals are excepted from the registered title they are not included in the definition of the Property for the purpose of this Contract and you are agreeing to accept a title which does not include them
- 9.4 You are not entitled to delay your purchase of the Property because at the date fixed for legal completion we are not yet registered at the Land Registry as the owner of the Property.
- 9.5 If the Property is unregistered our ability to transfer ownership to you will be established by producing a deed or document root of title at least fifteen years old.
- 9.6 We will sell the Property to you with full title guarantee subject to the following matters affecting:
 - 9.6.1 all local land charges whether or not actually registered;
 - 9.6.2 the statutory rights of local authorities and suppliers of utilities that have been or will be exercised
 - 9.6.3 the contents of the draft Transfer and the copy office copy entries/official copy of the registers and/or title documents to the Property
 - 9.6.4 all mines and minerals to the extent that they are excepted from the registered title where the Property is registered or in our root of title where the Property is unregistered (and where there is such an exception the Property does not include the mines and minerals so excepted)
- 9.7 You confirm that you or your conveyancer have received copies of the draft Transfer and the copy office copy entries/official copy of the registers and/or title documents to the Property and you are not entitled to raise any objections or requisitions relating to the contents of these documents.

10 Other Matters

- 10.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Contract and no third party can enforce this Contract.
- 10.2 The Party Wall etc Act 1996 shall not apply to any works of construction carried out on land that falls outside the boundaries of the Property that you are buying.
- 10.3 This Contract contains the entire agreement between you and us and may only be varied by a written document that we both sign.
- 10.4 On Completion you must pay our solicitors the Document fee, which is made up as follows;

Engrossment Fee	£126 plus VAT
Management Company set up fee	£105 plus VAT
- 10.5 On Completion you must pay such sums as due under the Transfer relating to the Service Charges to the end of the financial year as set out in the Transfer as applicable.

10.6 In this clause 10 the following expressions shall have the following meanings:-

“New Home Warranty Provider”	Means one of the New Home Warranty Providers referred to in clause 1.3 of this Contract
“New Home Warranty Provider’s Certificate”	Means the certificate and/or build work policy (in each case including any endorsements on such certificate or policy) which is given by the New Home Warranty Provider

10.7 We will not be liable to you for any defect in or failure of inadequacy of any article, item of equipment or fitting supplied to us by the relevant manufacturer (whether or not personally selected by you) which is not within the terms of the New Home Warranty Provider’s Certificate nor shall we be liable to you for any injury, loss or damage arising from any defect in or failure or inadequacy of any article, item of equipment or fitting supplied to us by the relevant manufacturer (whether or not personally selected by you)

10.8 We will not be liable to you or any subsequent buyer of the New Home under the terms of the New Home Warranty Provider’s Certificate in relation to any defect, error or omission in the construction or completion of the New Home, save for the period that we are liable under the terms of the New Home Warranty Provider’s Certificate and your rights and remedies against us will be limited accordingly.

10.9 In the event that there are any works required to remedy defects in the New Home and/or the Property following legal completion then you will co-operate with us to allow access to the New Home and/or the Property at reasonable times with all necessary workmen and equipment and we shall carry out the works within a reasonable period of time. You shall not be entitled to receive any compensation in respect of minor defects or in respect of works which are carried out to remedy them. This clause will not terminate on legal completion.

11 Council of Mortgage Lenders (“CML”)

11.1 If you are purchasing the Property with the help of a loan, your conveyancer must before legal completion give your lender in writing full details of any Discount in the Price or Options that you have been offered in this Contract

11.2 Where a Discount from the Price applies the Price less the Discount will be shown as the price paid in the Transfer

11.3 You acknowledge that we will observe, perform and comply with all guidelines and requirements of the CML appropriate to the seller under this transaction at all relevant times and that neither you nor any assignee shall have any claim against us as a result of our properly so doing PROVIDED THAT and for the avoidance of doubt you and we each agree we will co-operate with each other in seeking to do so

11.4 You agree that we may if required to do so pursuant to guidelines or requirements from the CML applicable and in force at the relevant time without further consent from you or any assignee disclose details of this Contract or any matter relating to or arising out of this Contract or any sale of the Property to any person or body lending or offering to lend monies in connection with the acquisition of the Property or their valuers or conveyancers

12 Assignment of Plot Contracts

- 12.1 You are entitled to sub sell the Property in which case the Transfer will be granted to the sub purchaser nominated by you;
- 12.2 You are entitled to assign the benefit of this Contract (but not the burden) once only;
- 12.3 You shall procure that notice of any assignment or sub-sale (or notice of any intended assignment or sub-sale) is given to us;
- 12.4 If the Transfer has already been engrossed prior to the notice referred to in clause 12.3 above then you shall pay a further sum of £250.00 plus VAT towards the cost of re-engrossment
- 12.5 All monies payable on completion of the Transfer by such assignee or sub purchaser shall be sent to our conveyancers by the conveyancers named in the notice in clause 12.9 below
- 12.6 No such assignment or sub sale shall be entered into unless and until you shall have incorporated in your agreement to assign or sub sell an agreement from each assignee or sub purchaser that we may without further consent from the such assignee or sub purchaser to comply with the requirements of the CML disclose details of this Contract or any matter relating to or arising out of this Contract or of any such assignment or sub sale to any person or body lending or offering to lend monies in connection with the acquisition of the Property or their valuers or conveyancers and your conveyancer shall supply to our conveyancers a certificate that this clause has been complied with within 10 working days of such agreement being entered into;
- 12.7 The Transfer granted to any assignee or sub purchaser shall specify the Price payable under this Contract to us and any additional consideration payable to you as assignor;
- 12.8 No further assignments of this Contract shall be permitted;
- 12.9 The notice by you to us referred to above shall set out details of the name and address of the assignee or sub purchaser (or intended assignee or sub purchaser along with details of their conveyancers (including address fax number phone number sand the reference of the person dealing with the matter);
- 12.10 Nothing herein contained or implied shall in any event relieve you from your obligations herein contained and for the avoidance of doubt you shall have a primary liability for complying with the obligations on your part contained in this Contract notwithstanding any assignment or sub sale.

13 Parking Spaces

- 13.1 It is hereby agreed by the parties that if an Allocated Space (as defined in the Transfer is to be allocated for use by you but this space is not available for use on legal completion then an alternative parking space on the Estate will be provided for your use until such time as the Allocated Space is available for us ("the Temporary Space"). The New Home shall be deemed finished and ready for occupation notwithstanding that the Allocated Space is not available for us by you provided the Temporary Space is made available to you;
- 13.2 In the absence of any parking space being allocated in this Contract where the Property includes a parking space then for the avoidance of doubt the Parking Space allocated to the Property will be designated by us;
- 13.3 We undertake to do all we reasonably can to provide the Allocated Space to you as soon as reasonably practical following Completion where upon we shall notify you in writing and the Allocated Space shall then be available for your use

14 Management Company

- 14.1 On completion you will:
- 14.1.1 become a member of the Management Company
- 14.1.2 accept the appointment as a Director or Secretary of the Management Company if requested to do so
- 14.1.3 Hand over on or before exchange of contracts an application for appointing a Director or Secretary (to be provided by our Solicitor) duly signed consenting to the appointment as Director or Secretary
- 14.2 We shall ensure that the Management Company as defined in the Transfer executes the Transfer
- 14.3 You shall not at any time while our representatives or either of them are directors of the Management Company alter or attempt to alter or join in or vote for any alteration of the Articles of the Management Company or the appointment of further directors without the concurrence of our representatives until such time as we shall ensure the resignation of our representatives as directors and secretary of the Management Company which shall take place as soon as reasonably possible after the completion of the sale of all of the plots within the Estate (as defined in the Transfer) provided you agree that on written request by us and/or the Management Company to accept appointment as a director of the Management Company and/or secretary of the Management Company in order to facilitate the resignation of our representatives
- 14.4 If at any time the number of units intended to take up membership of the Management Company shall be varied you shall not be entitled to make any objection and any proportionate contributions required to be made by the covenants contained in the Transfer may be recalculated
- 14.5 If prior to the date hereof the Management Company as defined in the Transfer has not been created then we shall before the Completion Date cause a company to be registered in England or Wales with the name of the Management Company or (if that name is not available) some other name acceptable to the Registrar for the purpose of carrying out the obligations of the Management Company as set out the in the Transfer