



**CHARLES CHURCH
DEVELOPMENTS LIMITED**

For Conveyancer Use Only

Buyers Conveyancer

Sellers Conveyancer

Law Society Formula A/B delete as necessary

This information does not form part of the Contract

Version 1 – October 2017 CW format of Persimmon Manual

**CONTRACT for
- FREEHOLD Standard Sale -**

DATE:

SELLER:

PERSIMMON HOMES LIMITED whose registered office is Persimmon House, Fulford, York, YO19 4FE

BUYER:

[REDACTED]

PROPERTY:

[REDACTED] Edmund Park (Charles Church)

to be known as

[REDACTED]

shown edged red on the plan

MANAGEMENT
COMPANY:

as stated in the title deed to the buyer in the form of the draft transfer or lease specified in the special condition 8.2

HOME:

Fenchurch

TENURE:

Freehold

TITLE NUMBER:

WS74606 and all matters contained or referred to on the attached title deed

TITLE GUARANTEE:

Full

PRICE:

Full Purchase Price

[REDACTED]

Less Cash Incentives

[REDACTED]

Less Reservation Fee

[REDACTED]

Less Deposit- paid on exchange

WRITE AMOUNT HERE

[REDACTED]

Plus Additional Payments to include:

Charge for forms (£150 plus VAT) £180.00

Balance Owing £ As per completion statement

Non Cash Incentives:

Upgraded Kitchen

Washing machine

Dishwasher

Fridge freezer

Carpet to dry areas

Pergo to wet areas

Garden tap

Upgraded underlay

Garden gate

17 metres closeboard fence

Estimated Build Date

.....

Termination Date

.....months after the Estimated Build Date

Legal Completion Date (on notice or specified)

.....

The Seller will sell and the Buyer will Buy the Property for the Purchase Price
This contract continues on the reverse side

WARNING: You are advised to seek legal advice on the meaning and content of this contract before signing and agreeing to be legally bound by its conditions

SIGNED by the Sellers
authorised signatory

.....

SIGNED by the Buyer

.....

Notices may be sent to:

Seller's Solicitors: Clarke Willmott of Blackbrook Gate Blackbrook Park Avenue Taunton TA1 2PG
Ref: 00128361.01172

Seller's Solicitors Bank Details Sort Code: refer to TA13
Account Number: refer to TA13
HSBC
Clarke Willmott Client Account
Quoting Reference 00128361.01172

Buyer's Solicitors: Foot Anstey LLP of The Quad, Blackbrook Park Avenue, Blackbrook Business Park,
Taunton, Somerset, TA1 2PX

THE PERSIMMON HOMES GROUP OF COMPANIES INCORPORATES THE CHARLES CHURCH HILLREED
WESTBURY BEAZER AND IDEAL HOMES GROUPS

SPECIAL CONDITIONS

Persimmon Special Conditions applicable to all schemes

1. The Seller warrants that it has built or will build the Home on the Property in a good and workmanlike manner in accordance with the terms of the relevant planning permission and building regulation consent to the standard of the relevant new home warranty provider (e.g. the National House Building Council).
2. The Seller warrants that searches in the Register of Local Land Charges and the standard enquiries of Local Authorities and Water Authorities would not reveal any matter which would diminish the value of the Property for use as a single private dwelling at completion. This warranty will not terminate on completion but will terminate 28 days after the legal completion date.
3. The Seller warrants that the Home is registered with the new home warranty provider.
4. This Contract incorporates the Standard Conditions of Sale (Fifth Edition) insofar as they are not varied by or inconsistent with the provisions of this Contract and terms used or defined in this Contract have the same meaning when used in the Standard Conditions. If the Buyer does not have a conveyancer, references in this Contract to "Buyer's conveyancer" shall mean the Buyer. Standard Conditions 1.1.4, 2.2.6, 4.3, 5.1.1 to 5.1.6 inclusive, 7.1.1 and 7.1.2(a) do not have effect and Standard Condition 4.1.2 will be satisfied on production of copies of such documents. A notice to complete making time of the essence under Standard Condition 6.8 may only be served after the legal completion date.
5. The deposit will be paid to the Seller on exchange of contracts.
6. The plan attached hereto is for identification purposes only and is subject to minor boundary adjustments at the discretion of the Seller which do not substantially affect the use and enjoyment of the Property. If it is necessary to adjust the plan in the title deed to the Buyer, the Buyer shall consent to such adjustment and shall if required execute any necessary transfer or other deed. This clause will not terminate on the legal completion date.
7. The Buyer agrees that no verbal representation has been made to the Buyer prior to the date of this Contract by the Seller or its employees or agents which has influenced or persuaded the Buyer to enter into this Contract. The Buyer may rely upon any written representation made by or on behalf of the Seller.
- 8.1 The Seller will procure a transfer or lease of the Property to the Buyer by the registered legal owner with the title guarantee stated on the front page of this Contract on legal completion.
- 8.2 The tenure of the Property will be the tenure specified on the first page of this Contract and the title deed to the Buyer will be in the form of the draft transfer or lease produced to the Buyer's conveyancer prior to exchange of contracts, which will be prepared by the Seller's conveyancer at the Buyer's expense.
9. The Property is sold subject to all matters referred to in the draft title deed and revealed by the copy Land Registry official entries and/or title documents and other documentation produced to the Buyer's conveyancer prior to exchange of contracts save for any mortgage and the Buyer is not entitled to raise any objection or requisition about the title of the Property.
10. The Property is sold with vacant possession on legal completion.
11. The Property is at the Seller's risk until legal completion, and the Seller will maintain its own buildings insurance.
12. The Seller will use its reasonable endeavours to complete the Home so it is ready for occupation by the Estimated Build Date (as evidenced by the cover note issued by the new

home warranty provider, a copy of which will be supplied to the Buyer's conveyancer). Legal completion will take place either:

- 12.1 if a date for legal completion is specified on the first page of this Contract on the date so specified; or
- 12.2 fourteen days from the date of the notice requiring legal completion served by the Seller's conveyancer on the Buyer's conveyancer; or
- 12.3 such other date as the Buyer's conveyancer and the Seller's conveyancer (acting with the authority of their respective clients) agree in writing (and for the purposes of this Contract such agreement may be evidenced in writing by an exchange of emails in or by which the Buyer's conveyancer agrees to a fixed legal completion date proposed in writing (including by email) by the Seller's conveyancer).

If either (a) the Seller has not served notice under clause 12.2 or (b) the Seller's conveyancer and Buyer's conveyancer have not agreed to a fixed date for legal completion pursuant to clause 12.3 by the Termination Date the Buyer may by notice in writing terminate this contract and on termination the Seller shall repay to the Buyer the deposit and the reservation fee.

13. Legal completion will not take place until all monies due under this Contract together with any unpaid extras are received by the Seller. The Buyer will be charged interest at the contract rate of 8% or 4% over the Royal Bank of Scotland base rate (whichever is the higher) on the outstanding sale price if the Buyer fails to complete on or by the legal completion date.
14. The Buyer is not entitled to delay legal completion on account of minor defects or outstanding external works which can be reasonably dealt with after legal completion by the Seller (including grassing the front garden, landscaping and top surfacing drives).
- 15.1 In the event that there are any works required to remedy defects in the Property following legal completion the Buyer will co-operate with the Seller to allow access to the Property and the Seller will carry out the works within a reasonable period of time. The Buyer shall not be entitled to compensation in respect of minor defects or in respect of works carried out to remedy them. This clause will not terminate on legal completion.
- 15.2 ~~The Seller shall not be liable to the Buyer or any successor under this Contract or any document incorporated herein in respect of any defect, error or omission in building the Home save to the extent and for the period that it is liable under the provisions of the new home warranty provided under clause 3 on which alone the Buyer's rights and remedies are founded.~~
16. The Buyer will immediately on request by the Seller join in and be a party to any deed or document required by the Seller to grant easements over the Property to any public authority or supply company in connection with services to be provided for the benefit of the Seller's development and this clause shall not terminate on legal completion.
17. The Seller may at any reasonable time after legal completion enter the Property for (1) the purposes of planting or removing such trees or shrubs as may be necessary to comply with the landscaping requirements of the Local Authority and/or (2) to remove any wall, fence or other structure or hedge or other planting which is preventing the adoption by a public authority or supply company of any road or sewer or (3) for the purposes of repositioning any boundary structure which does not correspond with the plan attached to the title deed and this right will not terminate on legal completion.
18. The Seller may be building new homes adjacent to the Property and the provisions of the Party Walls etc. Act 1996 shall not apply to any development undertaken by the Seller on land adjoining the Property.
- 19.1 For the purposes of this Clause 19 "Material Change" means a change to the Home that would significantly and substantially alter either its internal area (so that when built the floor area of the Home is more than 5% smaller than the area shown on the plan and in the plans and specifications for the Home as shown to the Buyer at the point of reservation), and/or its

appearance and/or the value of the Home in comparison with the size appearance or value of the Home if constructed without such change

- 19.2 If the Seller makes a Material Change without the Buyer's consent the Buyer may terminate this contract by giving notice to the Seller within 14 days of the Seller notifying the Buyer that it has made such a Material Change or, if the Seller fails to notify the Buyer, the Buyer becoming aware of such Material Change (acting reasonably). If the Buyer serves notice in accordance with this clause 19 this Contract shall be terminated with immediate effect and none of the parties shall have any further rights or obligations under this Contract (except in respect of any earlier breach) save that the Seller shall repay the Deposit and Reservation Fee paid by the Buyer (if any) within 14 days of the date of the notice and this obligation shall continue notwithstanding the termination of the Contract. The Buyer will be deemed to have given consent to a Material Change if the Seller requests consent and the Buyer fails to respond within 14 days of request and for the purposes of this clause any notice (except notice to terminate) or request for consent or consent can be given by e-mail.

20 Persimmon Special Conditions – specified by Seller's Solicitor – applicable to all schemes

20. The Buyer shall not themselves or through an intermediary object to or do anything or cause or procure or suffer the doing anything which would prejudice the success of any planning application, appeal or court proceedings submitted or made by the Seller or its associated companies on the development or adjoining land now or in the future owned by the Seller or their associated companies.
21. The Buyer will pay to the Seller the Purchase Price and the other sums specified in this Contract to the Buyer as set out in the contract Particulars.

Persimmon Special Conditions applicable to this scheme

22. Completion of the title deed shall constitute an application by the Buyer for membership of the Management Company which is a company limited by guarantee.
23. The Buyer agrees that if required to be appointed as an officer of the Management Company following completion of the sale of the last dwelling on the development of which the Property forms part or earlier if required by the Seller
24. Until such time as control of the Management Company is handed over to the owners of the dwellings on the development of which the Property forms part or if earlier the Seller ceases to be a member of the Management Company or employees or officers of the Seller cease to be officers of the Management Company the Buyer shall not without the written consent of the Seller (unless requested in writing by the Seller) alter or attempt to alter or join in or vote for any alteration or attempted alteration of the Articles of Association of the Management Company.
25. On completion the Buyer will pay to the Seller an apportionment of any rentcharge service charge maintenance charge and/or ground rent (if any) payable pursuant to the title deed due up to the end of the next accounting period.
26. The Buyer authorises the Buyer's conveyancer to register the restriction contained in the title deed in Form RX1 simultaneously with the Buyer's application to be registered as proprietor of the Property at the Land Registry and to provide copy register entries to the Seller's conveyancer within 10 working days of completion of such application as evidence of the same.