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

At the date of this Contract is the Property weatherproof **YES/NO**	**The Anticipated Legal Completion Date ("ALCD") for the Property is**

HELP TO BUY (2021-2023) CONTRACT FOR SALE

SCHEDULE

"Seller or We or Us or Our" :	**BDW TRADING LIMITED** whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF (Company Registration Number 3018173)
"Buyer or You or Your" :	**MIHAELA STARLUCIUC and RAZVAN STARLUCIUC** of 29 Flemming Avenue, Ruislip, Middlesex, HA4 9LE
"Authority to Proceed":	the document titled Authority to Proceed provided by the Help to Buy Agent to You
"Code"	the Consumer Code for Home Builders (www.consumercode.co.uk) and as provided to you when you reserved the Property
"Development":	**Kingsbrook, 3.12**
"Equity Mortgage" :	the equity mortgage to be entered into by You in the form published by Homes England (as may be updated by Homes England from time to time)
"First Charge Lender":	who is a qualifying lending institution authorised to enter into a regulated mortgage contract as lender and who is taking a first legal charge to be secured against the Property on Legal Completion
"Fixed Completion Date" :	(not applicable if no date specified) in which case the provisions of clause 5.1.1 of this Contract shall apply)
"Gross Purchase Price" :	**£258,995.00**

Less:-

"Discount" :	**£0.00**
"Full Purchase Price" :	**£258,995.00**
“Help to Buy Agent”:	**Help to Buy South**
“Help to Buy” and/or “Help to Buy Initiative” :	means the government equity loan funding initiative called “Help to Buy: Equity Loan (2021-2023)” to aide home ownership in England by offering assistance to eligible buyers as is described in more detail in the Agency’s “Homebuyers’ guide to Help to Buy: Equity Loan (2021-2023)” or such other standard literature as may be issued by the Agency from time to time
"Homes England":	the Homes and Communities Agency (trading as Homes England) of One Friargate, Coventry, CV1 2GN.
“Homes England's Contribution Percentage”:	**20.00%**
“Homes England's Lender Contribution” :	**£51,799.00**
“Legal Completion” :	means the date specified in clause 5.1.1 of this Contract
"New Home Warranty Provider” :	**NHBC**
"Practical Completion":	the Property has been completed in accordance with the terms of the relevant building contract and is fit for beneficial occupation as a residential dwelling in accordance with NHBC or equivalent requirements current at the date of inspection, subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Property and which would be reasonable to include in a snagging list.
"Property" :	Plot No: **100** at the Development
“Property Information Form”:	the form entitled “Property Information Form” completed by You to apply for the Equity Mortgage.
"Qualifying Lender" :	means a single mortgagee who is a qualifying lending institution authorised to enter into a regulated mortgage contract as lender

"Repayment Sum" :	has identical meaning to Clause 1.1 of the Help to Buy Equity Loan Mortgage Standard Terms and Conditions appended to the Equity Mortgage.
“Solicitors Form 1 Undertaking” :	the report and undertaking provided by Your Conveyancer to the Help to Buy Agent.
“Solicitors Form 2 Undertaking” :	the report and undertaking provided by Your Conveyancer to the Help to Buy Agent.
"Tenure" :	**Leasehold**
“Transaction Confirmation” :	a notice served by the Help to Buy Agent confirming the Help to Buy Agent’s (i) service of the Authority to Proceed and its validity at exchange of this Contract, (ii) receipt of the Solicitors Form 2 with Certificate of Title at Appendix 1 completed and signed from Your conveyancer and (iii) receipt from Your conveyancer of the Qualifying Lender’s valuation of the Property valuing the Property as equal to the Full Purchase Price
“Reduced Purchase Price”:	**£207,196.00**
Less:-	
Reservation Fee	**£500.00**
Deposit upon Exchange	**£12,449.75**
Add:-	
Document Fee	**£240.00**
Proportion of Ground Rent (if any)	**as per completion statement**
Proportion of Service Charge (if any)	**as per completion statement**
Extras (if any)	**as per completion statement**
Balance due on completion	**as per completion statement**

We will sell and You will purchase the Property at the Full Purchase Price and upon the Terms referred to in the following pages of this Contract

Duly authorised on behalf of the Seller /
Signature of the Buyer(s)
(Delete as appropriate)

……

DATED:

TERMS

1. **Consideration**

1.1 In consideration of You :

1.1.1 agreeing to enter into the Equity Mortgage requiring You to pay the Repayment Sum (and all other monies due and payable) to Homes England; and

1.1.2 agreeing to pay the Reduced Purchase Price to Us on the date of Legal Completion; and

1.1.3 directing (in the Property Information Form) that Homes England pays Homes England's Lender Contribution direct to the Seller; and

1.1.4 agreeing to sign and enter into a Deed of Indemnity in the form annexed at **Appendix 5** to comply with our requirements with Homes England

We agree to sell and You agree to buy the Property for the Full Purchase Price

1.2 For the avoidance of doubt payment of the Full Purchase Price shall be deemed to be satisfied by You on the date of Legal Completion

1.2.1 entering into the Equity Mortgage with Homes England; and

1.2.2 paying the Reduced Purchase Price to the Seller

1.3 On the date of exchange of this Contract You have procured that Your conveyancer has fully discharged the following pre-conditions to exchange:

1.3.1 Your conveyancer has supplied to Our conveyancer a copy of the First Charge Lender's final valuation report or (if such a valuation report is not available) mortgage offer confirming and evidencing that the First Charge Lender's valuation figure for the Property is equal to the Full Purchase Price;

1.3.2 Your conveyancer is in receipt of an Authority to Proceed issued by the Help to Buy Agent no more than 3 months prior to the date of this Contract (unless the Help to Buy Agent has issued Your conveyancer with a written extension to the Authority to Proceed) and has supplied a copy of the Authority to Proceed (and any Help to Buy Agent authorised written extension) to Our conveyancer; and

1.3.3 Your conveyancer has supplied the Help to Buy Agent with a fully completed and signed Solicitors Form 1 Undertaking; and

1.3.4 Your conveyancer has been issued with an Authority to Exchange by the Help to Buy Agent a copy of which has been supplied to Our conveyancer

1.3.5 Your conveyancer has supplied the Buyer's Plot Conveyancer's Pre-exchange Undertaking letter signed on behalf of Your conveyancer's firm in the form attached at **Appendix 2** of this Contract

1.4 Prior to Legal Completion You are to procure that Your Conveyancer supplies:-

1.4.1 to the Help to Buy Agent the Solicitors Form 2 Undertaking fully and correctly completed and signed on behalf of Your conveyancer's firm with a fully completed Certificate of Title so as to enable the Help to Buy Agent to issue the Transaction Confirmation prior to Legal Completion; and

1.4.2 to Our conveyancer the Buyer's Plot Conveyancer's Pre-completion Undertaking letter signed on behalf of Your conveyancer's firm in the form attached at **Appendix 3** of this Contract;

1.4.3 to Our conveyancer a copy of the Equity Mortgage properly executed by You; and

1.4.4 to Our conveyancer a copy of the Deed of Indemnity properly executed by You

1.5 On the date of Legal Completion You will enter into:

1.5.1 the Equity Mortgage with Homes England; and

1.5.2 the Deed of Indemnity with Us

1.6 You will provide copies of the documents (duly completed) referred to in Clauses 1.3, 1.4 and 1.5 to Us together with such evidence as We may reasonably require to satisfy Us that these obligations have been complied with. The documents referred to in clause 1.4 are to be provided prior to Legal Completion. A copy of the dated and signed Equity Mortgage and the dated and signed Deed of Indemnity is to be provided on Legal Completion.

1.7 You may not rely on any representation made by Us as to Your obligations under the Equity Mortgage.

1.8 You declare that:

1.8.1 You are a First Time Buyer as required for the purpose of the Help to Buy Initiative; and

1.8.2 the information in the First Time Buyers Declaration at **Appendix 4** is true and complete to the best of your knowledge and belief

2. **Construction of the Property**

We will build the Property:-

2.1 in a good and workmanlike manner;

2.2 in accordance with planning permission and building regulations approval;

2.3 to the standards required by the relevant New Home Warranty Provider (with whom the Property will be registered) the policy for which will be provided to Your conveyancer;

2.4 as soon as reasonably practicable taking account of Our programme for constructing the Development (which may be varied from time to time)

3. **Design and Construction**

3.1 We may find it necessary to change some elements of design or construction or the materials to be used in the construction of the Property but in that case:

3.1.1 any substitute materials will be of similar and no less quality to those being replaced; and

3.1.2 We will notify You of any significant changes

3.2 We may need to make adjustments to the boundaries of the Property but these will not significantly alter its area and You agree to assist Us by entering into any deed varying the original Contract/transfer/lease plan as necessary

3.3 We will do all We reasonably can to lay out the Development of which the Property is part as shown on the Contract/transfer/lease plan but We will have the right to make changes to the layout of the Development which We consider appropriate

3.4 We will notify you of construction progress and forecast finishing times at three key stages (assuming that the stage in question has not already passed before the date of this Contract) First, the calendar quarter when the foundations and the floor is to be completed. Secondly, the month the roof is expected to be completed and the building made weatherproof in accordance with the Code and finally the week the Property is due to be decorated and the main services connected

3.5 Construction may be delayed for reasons outside Our reasonable control but We will use Our reasonable endeavours to avoid delays and to minimise the effect of any delay. We will notify You of any significant delay

4. **Completion of Construction**

4.1 We will inform You and Your conveyancer when construction of the Property has been completed

4.2 If there are any minor 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

5. **Legal Completion**

5.1 This will be either a fixed date where the Property is built at the date of this Contract or (subject to the provisos set out in clauses 5.1.3 and 5.1.4) by a written notice when it is not and therefore:

5.1.1 Legal Completion of the sale and purchase of the Property will take place on the date shown in the Schedule to this Contract if it is a Fixed Completion Date or if no such date is shown in the Schedule to this Contract then Legal Completion of the sale and purchase of the Property will take place on the date 10 working days after We give Your conveyancer written notice that the Property is built and ready for occupation; If You or We are unable to complete on Legal Completion due to:

i. You our Our compliance with UK Government requirements or restrictions imposed on You or Us as a result of Coronavirus (COVID-19); or

ii. Compliance by others with UK Government requirements or restrictions as a result of Coronavirus (COVID-19) where such compliance directly prevents You or Us from being able to effect Legal Completion; or

iii. The UK banking system (or a relevant part of it) fails to deliver the Balance due to Us on completion as required to effect Legal Completion as a result of issues relating to Coronavirus (COVID-19);

(each being a "Delay Event") then Legal Completion shall be deferred to a date fixed by agreement between You and Us (both acting reasonably) but in any event shall be a date no later than seven (7) working days after the date on which the Delay Event ceases to apply, and You (or where applicable We) will (where possible and reasonable to do so) use reasonable endeavours to mitigate and minimise the extent of any delay arising from a Delay Event. For the purpose of this clause written confirmation from Your conveyancer (or if applicable Our conveyancer) shall be required and shall be sufficient to establish an inability to complete for a Delay Event.

5.1.2 on the date of Legal Completion payment of the balance of the Reduced Purchase Price comprising the monies to be advanced by the First Charge Lender (excluding mortgage fees) and secured against the Property by way of first legal charge in favour of the First Charge Lender is due from You to Us and ownership of the Property will upon receipt of such payment be transferred to You with vacant possession

5.1.3 **PROVIDED THAT** Legal Completion is conditional upon:

5.1.3.1 Your original mortgage offer from the First Charge Lender remaining valid (or You obtaining a replacement mortgage offer from a Qualifying Lender for an equivalent amount and the details of such offer being notified to the Help to Buy Agent prior to the Completion Date); and

5.1.3.2 the Full Purchase Price being equal to that set out in the Authority to Proceed;

5.1.3.3 Us not serving a notice to complete upon You (or otherwise agreeing the Completion Date with You) until:

(a) the Property has reached Practical Completion; and

(b) We have served upon You a list of reasonable times and dates occurring between the date of Practical Completion and the Completion Date when You (together with your surveyor or agent) are invited to visit (and inspect) the Property

5.1.3.4 Us permitting You (together with your surveyor or agent) access to the Property in line with Clause 5.1.3.3; and

5.1.3.5 Us (or our nominated agent) being eligible to receive Homes England's Lender Contribution from Homes England in respect of the Property (for whatever reason and irrespective of whether such ineligibility has arisen prior to, on or after the date of this Contract).

together "the Conditions".

5.1.4 If the Conditions are not satisfied on the Completion Date either You or We may terminate this Contract by serving written notice to that effect on the other.

5.1.5 Termination of this Contract under Clause 5.1.4 shall be without prejudice to the rights of You or Us against the other in respect of any antecedent breach of the provisions of this Contract by the other.

5.1.6 If this Contract is terminated under Clause 5.1.4 the Deposit shall immediately be returned by Us to You together with interest accrued on the Deposit.

PROVIDED FURTHER THAT in the event that Legal Completion does not take place within 6 months of the date of this Contract or (if earlier) by 31 March 2023 then We shall have the right to terminate this Contract on written notice PROVIDED THAT We shall not serve such

termination notice unless the Homes England have confirmed that grant funding under the Help to Buy Initiative is no longer available or has not been processed in sufficient time for Legal Completion of the Property whereupon the Deposit and reservation fee paid by You to Us together with all interest accrued thereon shall be returned to You

5.2 If there are still minor works outstanding Legal Completion cannot be delayed for this reason\

5.3 If we agree to carry out any extra work for you of substance that is likely to set back the ALCD then We will document a revised ALCD

5.4 At least 5 working days before Legal Completion a Cover Note will be issued and copied to Your conveyancer which will bring into effect the terms of the new home warranty cover that has been offered for the Property

5.5 You will not be responsible for any damage to the Property that occurs before Legal Completion

5.6 At Legal Completion You must pay by telegraphic transfer the balance of the Reduced Purchase Price for the Property together with the cost of all Extras which You have ordered but not paid for before Legal Completion. Any unpaid monies will remain due following Legal Completion if not paid for before or on Legal Completion

6. **Standard Conditions of Sale**

6.1 This Contract incorporates the "Standard Conditions of Sale (Fourth) Edition" which are produced by The Law Society and are the accepted form of standard contract terms routinely used for the sale and purchase of residential property in England and Wales. The Standard Conditions apply unless they are expressly varied by the terms of this Contract

6.2 The Contract Rate is the Law Society rate of 4% above the base rate of Barclays Bank from time to time

6.3 If You fail to pay all or any part of the balance of the Reduced Purchase Price for the Property on the date for Legal Completion You will be charged interest at the Contract Rate on the unpaid balance until it is paid

7 **Your Decision-Making**

We have made every reasonable effort to ensure the accuracy of statements made to You or information given to You by Us before You entered into this Contract and You confirm to Us that in making Your decision to purchase the Property You:

7.1 have only relied on statements or representations contained in written communications sent to Your conveyancer or in this Contract and where if applicable as set out in Appendix 1 of this Contract; and

7.2 acknowledge that any advertisements, brochures, layouts and other marketing material is intended for guidance only and not intended to form part of this Contract and You have taken all reasonable steps to satisfy Yourself regarding the neighbourhood

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

9 **Mortgage or Legal Charge**

9.1 You are purchasing the Property with the help of a mortgage You acknowledge that before exchange of contracts You and Your conveyancer must give Your lender in writing full details of any cashback, mortgage paid or other financial inducement that You have been offered in this Contract and/or any third party incentive(s) or payment(s) such as a finder's fee or any other matter requiring disclosure as falls within the specifics or spirit of the Council of Mortgage Lenders Code of Conduct and the rules of the Building Societies Association (if applicable) issued from time to time and You agree that We have the right to seek from you, Your conveyancers and mortgage lender such evidence (which may include undertakings of disclosure) as We consider appropriate to ensure that our commitment to transparency with mortgage providers has been satisfied

9.2 The transfer/lease will show the Full Purchase Price including the amount of Homes England's Lender Contribution

10 **Title Matters**

10.1 We are part of Barratt Developments PLC where land is held in the name of companies within the group. If the Development is not owned by or registered in the Sellers name but another group company then We confirm We have authority from that group company to market and sell the properties on the Development and We will procure and You agree to accept the transfer or grant of the lease to You by the land owning company within the group

10.2 The Property will be sold to You with full title guarantee subject to the following matters affecting:

10.2.1 statutory rights of local authorities and suppliers of utilities that have been or will be exercised

10.2.2 the contents of the attached draft transfer/lease annexed and the copy official entries of the registers and/or title documents to the Property in respect of which You are not entitled to raise any objections or requisitions relating to the contents of these documents

11 **Other Matters**

11.1 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Contract and no third party can enforce this Contract

11.2 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

11.3 This Contract contains the entire agreement between You and Us and may only be varied by a written document that we both sign

11.4 If it is necessary for Us prior to completion or You after completion to grant for the benefit of the Development or any properties on it a right for the local or other statutory authority or another party to lay cables pipes or do other relevant then You confirm this is acceptable so long as the rights granted do not materially affect the value of Your Property

11.5 We agree to indemnify You in respect of liabilities imposed under any planning agreement or planning obligation relating to the Development

11.6 Our conveyancers will prepare engrossments of the transfer/lease at Your expense

11.7 This Contract is personal to You and shall not be capable of assignment by You

11.8 We shall not be required or compelled at or before Legal Completion to execute a transfer/lease of the Property otherwise than by a single transfer/lease of the whole interest in the Property at Legal Completion in favour of You for the Full Purchase Price

11.9 You consent to Us continuing to use photographs of the Property in Our sales and marketing materials after Legal Completion has taken place. This will include, but not be limited to using photographs to illustrate the type of properties We have for sale on all or any of Our developments

11.10 In the event that either You or We shall serve a Notice under Standard Condition 6.8 then the party receiving the Notice shall become liable to pay a reasonable contribution of £150.00 plus VAT towards the legal costs of and incidental to the preparation and service of that Notice and any additional work brought about by the default in completion. The contribution shall be payable on Legal Completion as a sum due to the party serving the Notice

11.11 We will comply with the Code when references made in it to the Home shall in general be construed as if referring to the Property in this Contract

12 **Termination Rights under the Code**

12.1 Construction Changes:

12.1.1 If after the date of this Contract We propose a significant and substantial change to the Property (which could mean a change to the design, construction or materials to be used in the Property which would significantly and substantially alter the size appearance or value) then We will formally consult you to obtain Your agreement to those changes

12.1.2 If you find those changes unacceptable then You may bring this Contract to an end by notifying Us in writing within 5 working days of Our consultation and We will within 10 working days of receipt of Your notification refund to You Your Reservation Fee and the sum You paid to Us by way of Deposit at the time this Contract was exchanged. On proof of payment We will also refund to You the cost of any extras purchased and reasonable legal, mortgage application and removal costs You have spent as a result of Our changes

12.2 Building Delays (not applicable where a Fixed Completion Date is given in the Schedule)

12.2.1 We will endeavour to complete construction of the Property within a reasonable time frame but with allowance being given for delays due to difficulties with weather, trades and materials or any one or more of them inhibiting progress

12.2.2 In the event that We fail to serve a completion notice in accordance with Clause 5.1.1 within:-

12.2.2.1 6 months of the ALCD in the case of a house or 12 months in the case of an apartment where this Contract is exchanged before the roof is completed and the building weatherproof or

12.2.2.2 2 months of the ALCD in the case of a house or 4 months in the case of an apartment where this Contract is exchanged after the roof is completed and the building is weatherproof

Then You will be entitled to notify Us in writing that You wish to bring this Contract to an end so long as We have not subsequently served a notice under clause 5.1.1

12.2.3 Any notice to terminate this Contract allowed at clause 12.2.2 above shall be without prejudice to any claim either of us may have had for breach of the terms of this Contract were it not for the termination

12.2.4 If this Contract is to be terminated due to building delays as set out in Clause 12.2 then We shall pay to You within 10 working days of termination the Deposit You paid at exchange of this Contract and the Reservation Fee in full. On proof of payment We will also refund to You the cost of any Extras purchased and reasonable legal, mortgage application and removal costs You have spent as a result of our delay.

13 **Management Company**

13.1 If We require a management company to be incorporated to take over Our responsibilities as provided for in the transfer/lease then You will become a member of the management company and will complete Form AP01 if requested by Us

13.2 The directors and company secretary of the management company will be nominees of Us until a convenient period after the completion of the sale of the last plot on the Development when the directors and company secretary shall resign and You and Your successors in title shall work with Us to appointment or replace the nominees and until that time You shall not take any steps to effect the appointment of any other persons as officers of the management company

14 **Incentive(s)**

As an inducement for You to act promptly in connection with Your purchase of the Property and so long as You:-

14.1 exchange this Contract with Us by 26 April 2022; and

14.2 legally complete Your purchase no later than the Fixed Completion Date (if given) or the tenth working day after the date of the written notice mentioned in clause 5.1.1 of this Contract

then We will provide you with the following incentive(s):-

Non-Financial Incentives:	None
Financial Incentives:	None

APPENDIX 1

Statements/Representations

APPENDIX 2

Buyer's Plot Conveyancer's Pre-Exchange Undertaking

TO BE PRINTED ON BUYER's SOLICITORS HEADED NOTEPAPER

PRE-EXCHANGE UNDERTAKING FROM BUYER's SOLICITOR OR LICENSED CONVEYANCER TO BDW's LEGAL REPRESENTATIVE AND BDW. NO AMENDMENTS TO THIS DOCUMENT ARE PERMITTED SAVE FOR DELETION OF ANY RELEVANT WORDS IN BRACKETS

To: *Insert details of solicitor acting on behalf of BDW* (as legal representative of BDW)

To: BDW Trading Limited (company registration number 3018173), Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("**BDW**")

From: Solicitor's reference: [●] *Insert details of solicitor*

Dear Sirs

BUYER: ***INSERT DETAILS***
PROPERTY: ***INSERT PLOT ADDRESS DETAILS***
SCHEME: HELP TO BUY: EQUITY LOAN 2021 – 2023 PROGRAMME

We act on behalf of *insert plot Buyer(s) full name(s)* (the "**Buyer**"), a qualifying applicant pursuant to the Authority to Proceed, in relation to the purchase of *insert plot address* (the "**Property**") under the Scheme, on behalf of Homes England in relation to the Equity Mortgage to be entered into between the Buyer and Homes England ("the **Equity Mortgage**") and on behalf of *insert name of first lender* (the "**Buyer's First Charge Lender**").

The defined terms in this report and undertaking bear the same meaning as those contained in the Authority to Proceed issued to us by the Help to Buy Agent on insert date of the Authority to Proceed.

In consideration of Homes England's covenant to pay grant to BDW, and the Full Purchase Price (as referred to below) having the Home England's Contribution (as defined in the plot contract) deducted from it at completion, so as to enable the Buyer to pay the Reduced Purchase Price (as referred to below) on the completion date, we hereby confirm and undertake as follows:-

1. We confirm that we have to date complied with and will continue to comply with the instructions given to us by Homes England in connection with the entering into and registration of the Equity Mortgage and in relation to the Buyer's purchase of the Property pursuant to the Scheme, as specified in the Conveyancers Pack issued to us by the Help to Buy Agent on behalf of Homes England ("**Conveyancers Pack**");

2. We will ensure that the financial terms of the proposed purchase accord with those set out in the Authority to Proceed;

3. The Buyer has confirmed that a cash deposit equivalent to 5% of the Full Purchase Price (less the reservation fee already paid to BDW) will be available upon exchange and the balance of the Buyer's cash contribution to the purchase will be available upon completion;

4. The Buyer has received a mortgage offer from a First Charge Lender and that First Charge Lender is *insert name of the First Charge Lender*;

5. We confirm that the amount of money to be advanced by the prior ranking First Charge Lender referred to in paragraph 4 above, excludes any mortgage fees of the First Charge Lender and does not exceed the Reduced Purchase Price;

6. We confirm that we have received no notice or indication that contradicts the declaration made by the Buyer in the First Time Buyer Declaration and we have also advised them of the implications of providing misleading and fraudulent information in regards to their ownership of property in or outside of the United Kingdom and the implications of any incorrect information being provided to us by them in relation to this matter.

7. We further confirm that:

    7.1 prior to the date of this undertaking the Buyer has received copies of the Help to Buy Buyers Guide, the Equity Mortgage, the Authority to Proceed; and the Personal Worked Example

    7.2 we have drawn the Buyer's attention to the role of the Equity Loan Administrator as highlighted in the Help to Buy Buyers Guide; and

    7.3 in accordance with Homes England's Instructions we have advised the Buyer of the contents of and their obligations under the documents specified in paragraph 7.1 above and all other advice as set out in Homes England Instructions.

8. We undertake to ensure that the form of Equity Mortgage that we have been supplied with:

    8.1 contains information which corresponds with the information set out in the Authority to Proceed;

    8.2 bears Homes England's Lender Contribution and Homes England's Contribution Percentage correctly;

    8.3 has not been amended without the authority of the Help to Buy Agent;

    8.4 is properly executed by the Homebuyer; and

    8.5 is dated contemporaneously with the purchase of the Property

    and we shall further ensure that should any changes be required to the Equity Mortgage to reflect the statements in this paragraph we will notify the Help to Buy Agent and BDW's Conveyancer to enable the correct form of Equity Mortgage to be executed by the Buyer.

9. We confirm that (although we express no opinion on matters of valuation) the Full Purchase Price is equal to the market value of the Property as stated in the Valuation Report obtained by the First Charge Lender, or (where no such Valuation Report is available) as stated in the mortgage offer.

10. We **attach** a copy of the **[**final Valuation Report obtained by the First Charge Lender**] [**the Buyer's mortgage offer confirming the valuation of the Property**]**;**

11. We confirm that we are holding the following documents duly and unconditionally executed by the Buyer and irrevocably released by the Buyer to this firm for legal completion of the above-mentioned plot:-

    11.1 the Equity Mortgage in favour of the Homes England;

    11.2 the First Legal Charge in favour of *insert name of first lender*; and

    11.3 the leaselease/transfer of the above-mentioned plot. **

    11.4 the Deed of Indemnity

12. We confirm that we will issue the duly completed and signed Solicitor's Form 2 and Certificate of Title to the Help to Buy Agent as soon as reasonably practicable and in any event no later than 5 working days before the anticipated completion date to enable the Help to Buy Agent to issue the Transaction Confirmation on or before the date of legal completion;

13. We undertake on legal completion to provide to BDW's conveyancers a full copy of the completed Equity Mortgage signed by the Buyer and the Deed of Indemnity signed by the Buyer.

Yours faithfully

Signed: …… Dated: ……

(As authorised signatory for and on behalf of the *insert name of the conveyancing Firm acting for the Buyer*

** Delete as appropriate

Attachments: *copy of the **[**final First Charge Lender's Valuation Report**] [**the Buyer's mortgage offer**]** confirming the First Charge Lender's valuation figure for the Property**[ ]**the Help to Buy Agent's written approval to the Valuation Report or mortgage offer**].***

APPENDIX 3

Buyer's Plot Conveyancer's Pre-Completion Undertaking

TO BE PRINTED ON BUYER's SOLICITORS HEADED NOTEPAPER

PRE-COMPLETION UNDERTAKING LETTER FROM HELP TO BUY BUYER'S SOLICITOR OR LICENSED CONVEYANCER TO BDW TRADING LIMITED. NO AMENDMENTS TO THIS DOCUMENT ARE PERMITTED SAVE FOR DELETION OF THE RELEVANT WORDS IN BRACKETS IN PARAGRAPH 1.

To: *Insert details of solicitor acting on behalf of BDW* (as legal representative of BDW)

To: BDW Trading Limited (company registration number 3018173), Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("**BDW**")

From: Solicitor's reference: ● *Insert details of solicitor*

Dear Sirs

BUYER: ***INSERT DETAILS***
PROPERTY: ***INSERT PLOT ADDRESS DETAILS***
SCHEME: HELP TO BUY: EQUITY LOAN 2021 – 2023 PROGRAMME

We act on behalf of *insert plot Buyer(s) full name(s)* (the "**Buyer**"), a qualifying applicant pursuant to the Authority to Proceed, in relation to the purchase of *insert plot address* (the "**Property**") under the Scheme, on behalf of Homes England in relation to the Equity Mortgage to be entered into between the Buyer and Homes England (the "**Equity Mortgage**") and on behalf of *insert name of first lender* (the "**Buyer's First Charge Lender**").

The defined terms in this report and undertaking bear the same meaning as those contained in the Authority to Proceed issued to us by the Help to Buy Agent on *insert date of the Authority to Proceed*.

In consideration of Homes England's covenant to pay grant to BDW, and the Full Purchase Price (as referred to below) having the Homes England's Lender Contribution (as defined in the plot contract) deducted from it at completion, so as to enable the Buyer to pay the Reduced Purchase Price (as referred to below) on the completion date, we hereby confirm and undertake as follows:-

1. [That the [valuation report/mortgage offer] issued by the Buyer's First Charge Lender that we enclosed with our Buyer's Plot Conveyancer's Pre-Exchange Undertaking Letter dated [insert date of Undertaking Letter] is the *[final valuation report/most up to date mortgage offer]* confirming the valuation of the Property][We enclose a copy of the [final valuation report received as part of the Buyer's mortgage offer/the Buyer's first legal charge mortgage offer] issue by the Buyer's First Charge Lender confirming the valuation of the Property] and confirm that (although we express no opinion on the matters of valuation), the Full Purchase Price is equal to the market value of the Property as stated in the [final valuation report/most up to date mortgage offer] issued by the Buyer's First Charge Lender.

2. That the completed and signed Solicitor's Form 2 with associated annexures has been duly provided to the Help to Buy Agent and that we will comply with its terms.

Yours faithfully

Signed: …… Dated: ……

(As authorised signatory for and on behalf of the *insert name of the conveyancing Firm acting for the Buyer*)

APPENDIX 4

First Time Buyer Declaration

1) You are either:

1.1 resident in the United Kingdom for tax purposes; **OR**

1.2 not resident in the United Kingdom for tax purposes but either:

(a) perform duties which, by virtue of section 28 of the Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom; **OR**

(b) are married to, or in a civil partnership with, a person who performs such duties.

2) You have read the *"Definition of a First Time Buyer"* at the end of this Declaration and having sought professional advice where you are still unsure what constitutes the definition of a first time buyer.

3) You do not own, and never have owned or entered into any home purchase plan in accordance with article 63F(3) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (or equivalent arrangement) in relation to any interest in residential land, whether in the United Kingdom or elsewhere, which:

3.1 is:

3.1.1 in England or Wales:

(a) freehold; **OR**

(b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; or commonhold; **OR**

(c) Commonhold; **OR**

3.1.2 in Scotland, registered or recorded, or would be capable of being registered or recorded, as a right of absolute ownership in the Land Register of Scotland or General Register of Sasines in Scotland (as applicable); **OR**

3.1.3 in Northern Ireland:

(a) freehold; **OR**

(b) leasehold, where the lease was originally granted for a term certain exceeding 21 years; **OR**

3.1.4 an equivalent interest in residential land to the interests in land listed in paragraphs 3.1.1(a) to 3.1.1(c) above:

(a) under the laws of any jurisdiction outside the United Kingdom (i.e. anywhere in the world); **AND**

(b) comprises a building that is used or suitable for use as a dwelling, or is in the process of being constructed or adapted for such use; **AND**

(c) You acquired:

(i) as a purchaser by way of sole or joint ownership; **OR**

(ii) which entitles you to possess or occupy that land.

4) You intend to occupy the Property as your only or main residence and will, following the acquisition of the Property, occupy the Property as your only or main residence.

5) You are purchasing the Property as a sole owner or as a joint tenant with another individual who is/are also a First Time Buyer(s).

6) You are not purchasing the Property by means of a 'buy to let' mortgage.

7) You understand that making a false or misleading statement in this first time buyer declaration may:

7.1 give rise to personal liability, including criminal liability,

7.2 constitute a breach of the Help to Buy: Equity Loan 2021 – 2023 Programme terms; and

7.3 result in any borrowing becoming immediately due and payable to Homes England or result in any offer of funding to You being withdrawn by Homes England.

Definition of a First Time Buyer

For consistency, Homes England has adopted HMRC's definition of a first time buyer and in order to count as a first time buyer, a purchaser must not, either alone or with others, have previously acquired a major interest in a dwelling or an equivalent interest in land situated anywhere in the world.

This includes previous acquisitions by inheritance or gift, or by a financial institution on behalf of a person under an alternative finance scheme.

If the Property is being purchased jointly, all of the purchasers must meet these conditions.

APPENDIX 5

DEED OF INDEMNITY

THIS DEED OF INDEMNITY is made the day of 2022

BETWEEN:-

(1) **Mihaela Starluciuc and Razvan Starluciuc of** 157 Kingsbrook Basin, Broughton, Aylesbury, HP22 7EP ("the Buyer") and includes their successors and assigns; and

(2) **BDW Trading Limited** (company number 3018173) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Developer")

BACKGROUND:

A. The Buyer entered into a contract with the Developer to purchase the Property.

B. The Property benefits from the Planning Permission and the Planning Agreements, which are subject to the Planning Requirements.

C. The Developer has been unable to provide evidence to the Buyer that the LPA has formally discharged the Planning Requirements or that the Planning Requirements have been discharged by deemed consent.

D. The Buyer is prepared to complete the purchase of the Property subject to the Developer indemnifying the Buyer and their successors in title, transferees, assignees and mortgagees as provided for in this Deed.

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this indemnity Deed.

Development: means the development carried out by the Developer pursuant to the Planning Permission, of which the Property forms part.

Infrastructure Agreement: means any agreement relating to the adoption of highways, sewers or any other type of infrastructure.

LPA: means the local planning authority which issued the Planning Permission.

Outstanding Obligation: means any:

(a) outstanding obligation on the part of the Developer;

(b) breach; and/or

(c) non compliance

of the Planning Requirements.

Planning Agreement: means any agreement or undertaking in respect of and affecting any Dwelling made pursuant to Section 106 of the Town and Country Planning Act 1990 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or an agreement with any competent authority or body relating to other services.

Planning Permission: means the grant of detailed planning permission either by the LPA or the Secretary of State for Housing, Communities and Local Government.

Planning Requirements: means collectively the Pre-Commencement Conditions and the Pre-Occupation Conditions relating to the Property.

Pre-Commencement Conditions: means all conditions within the Planning Permission and Planning Agreements which are to be satisfied before the commencement of the Development.

Pre-Occupation Conditions: all conditions within the Planning Permission and the Planning Agreements which are to be satisfied before first occupation of the Property.

Property: means 157 Kingsbrook Basin, Broughton, Aylesbury, HP22 7EP (also known as Plot 100 Kingsbrook, 3.12).

1.2. Clause headings shall not affect the interpretation of this indemnity.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.5. References to clauses are to the clauses in this indemnity.

1.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.7. The masculine includes the feminine and vice versa.

1.8. The singular includes the plural and vice versa.

1.9. The recitals to this Deed are part of the Deed and the words in the recitals follow the definitions in this Deed.

2. REPRESENTATIONS AND WARRANTIES

2.1. The Developer represents and warrants to the Buyer and their successors in title, transferees, assignees and mortgagees that:

a. it is responsible for ensuring compliance with the Planning Requirements;

b. it has applied to the LPA for confirmation that the relevant Planning Requirements have been satisfied (where such Planning Requirements require the consent or approval of the LPA);

c. the Planning Requirements have been satisfied (or that they will be, when any consents or approvals awaited from the LPA are received by the Developer and any required Infrastructure Agreement is entered into);

d. it is in the process of putting in place any Infrastructure Agreement required by a Planning Requirements and has received the associated technical approvals; and

e. its obligations under this indemnity shall, when executed, constitute legal, valid, and binding obligations enforceable in accordance with the terms of this indemnity; and

f. it does not require the consent, approval or authority of any other person to enter into or perform its obligations under this indemnity.

3. INDEMNITY

3.1. Subject to the conditions set out at Clause 3.2 the Developer shall indemnify and keep indemnified the Buyer and their successors in title, transferees, assignees and mortgagees from and against all reasonable and properly incurred costs (including legal and professional fees) incurred by the Buyer to facilitate any Outstanding Obligations in respect of the discharge of the Planning Requirements or to rectify any breach of them.

3.2. The Indemnity set out at Clause 3.1 is conditional upon all of the following events:

a. Any of the Planning Requirements requiring the consent or approval of the LPA have not been discharged by the LPA;

b. the Buyer has notified the Developer regarding any Outstanding Obligation when they have become aware of it;

c. the Developer has been provided with a reasonable opportunity by the Buyer to resolve any Outstanding Obligation (including liaising directly with the LPA);

d. (If requested by the Developer and upon reasonable notice) the Buyer has permitted the Developer reasonable access to the Property to rectify or mitigate any Outstanding Obligation.

e. the Buyer has taken reasonable steps to mitigate any costs incurred; and

f. the Buyer has supplied to the Developer appropriate evidence of any reasonable and properly incurred costs incurred to remedy any Outstanding Obligations.

4. GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

5. THIRD PARTY RIGHTS

Except in respect of any of the Buyer's successors in title, transferees, assignees and mortgagees who also take benefit of this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

6. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by Mihaela Starluciuc

in the presence of:
Witness name:
Witness signature:
Witness address:

EXECUTED as a DEED by Razvan Starluciuc

in the presence of:
Witness name:
Witness signature:
Witness address:

Signed as a deed by and as attorneys for
BDW TRADING LIMITED
under a power of attorney dated in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME]

[ADDRESS]

[OCCUPATION]

.....

[SIGNATURE OF ATTORNEY]

[NAME] as attorney for [NAME OF DONOR]

.....

[SIGNATURE OF WITNESS]

[NAME]

[ADDRESS]

[OCCUPATION]

.....

[SIGNATURE OF ATTORNEY]
[NAME] as attorney for [NAME OF DONOR]