

CONTRACT

Incorporating the Standard Conditions of Sale (Fifth Edition)

Contract date : 06 August 2022
Seller : [REDACTED]
Buyer : [REDACTED]
Property (freehold/leasehold) : THE FREEHOLD land ~~and dwelling house~~ situate and known as the land shown edged red on the plan annexed hereto at Appendix 1 being part of the land known as Beechwood House, Thorley Lane East, Thorley, Bishop's Stortford, CM23 4BH and registered at the Land Registry under Title Number HD474589
Root of Title/Title Number : HD474589
Incumbrances on the Property : Those matters referred to in the Registers for the above mentioned title, save for financial charges in the Registers of Title of the property as at 8th July 2022 at 10:28:01.
Title Guarantee (full/limited) : With full Title Guarantee
Completion Date : 18th November 2022 or earlier by agreement
Contract Rate : 4% above Lloyds Bank PLC Base Rate from time to time
Purchase Price : [REDACTED]
Deposit : [REDACTED]
Chattels Price : £
Balance : £

The Seller will sell and the Buyer will buy the Property for the Purchase price
The Agreement continues on page 2

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Signed [REDACTED]

Seller/Buyer

Law Society Formula: 6
Time: 10.57 am.
Seller's Solicitors: [REDACTED]
Buyer's Solicitors: [REDACTED]

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition).
(b) The terms used in this contract have the same meaning when used in the Standard Conditions
2. Subject to the terms of this contract and to the Standard Conditions of sale, the Seller is to transfer the Property with either full title guarantee or limited title guarantee, as specified on the front page.
3. The Property is sold with vacant possession on completion.
4. Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 12.30 pm Rather than 2.00 p.m.
5. **Representations**
Neither party can rely on any representation made by the other, unless made in writing by the others conveyancer. This does not exclude liability for fraud or recklessness
6. **Overage Agreement**
On completion and as a strict condition of completion the Buyer and the Seller shall enter into an Overage Deed in the form of the draft annexed hereto at Appendix 2.

The Buyer shall, within 28 days of completion, apply to register against the Buyer's Title to the Property the restriction referred to at Clause 4.2 of the Overage Deed and shall comply in all material particulars with the provisions of the Overage Deed in this regard.
7. The definition of 'clearing bank' in Standard Condition 1.1.1(b) shall be amended as follows:-
'Clearing Bank' means a bank which is a 'direct Participant' in the CHAPS system operated by the Bank of England

Seller's Solicitors: -

[REDACTED]

Buyer's Solicitors: -

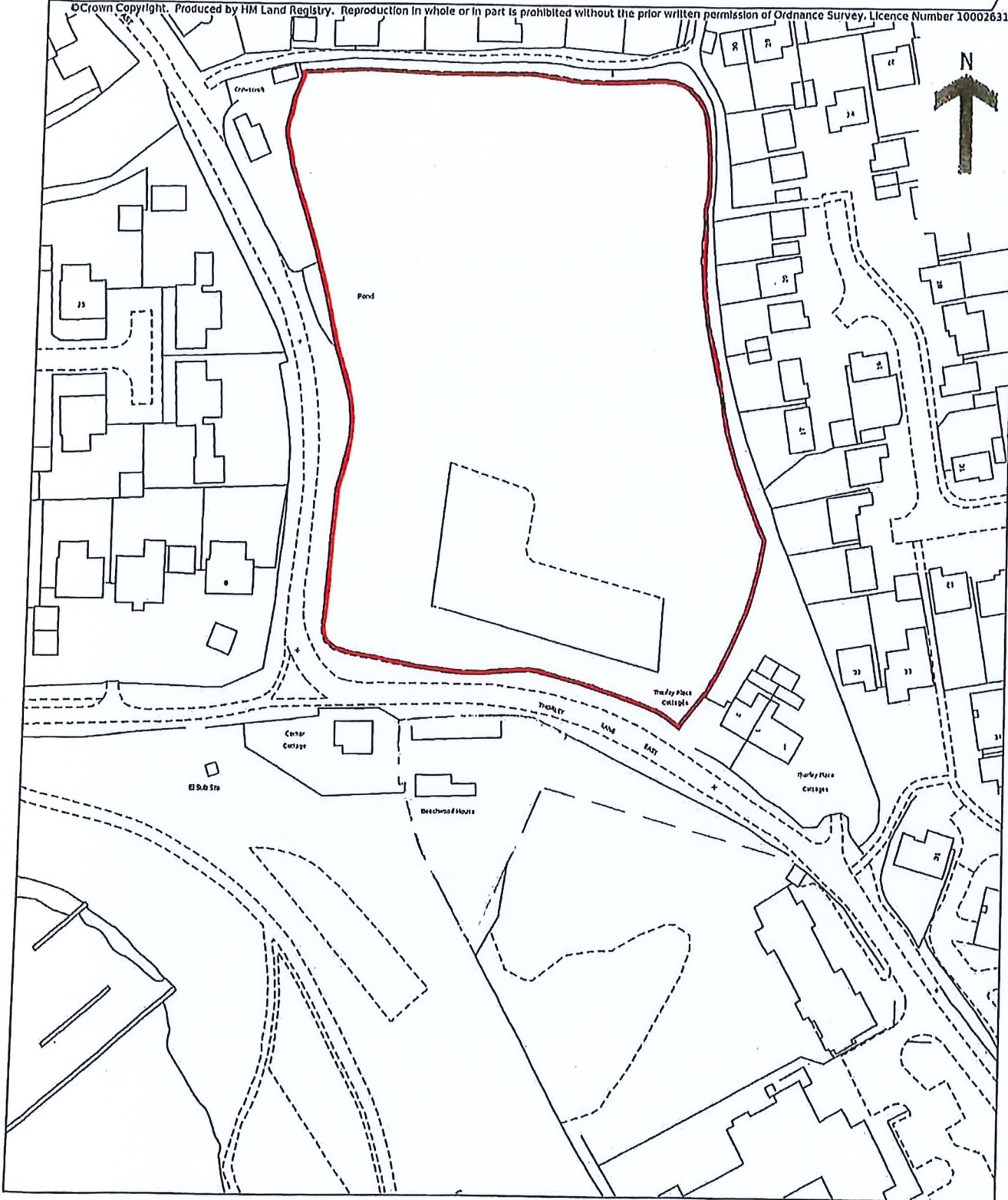
[REDACTED]

HM Land Registry
Official copy of
title plan

Title number **HD474589** APPENDIX 1
Ordnance Survey map reference **TL4719NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : East Hertfordshire**



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DATED

OVERAGE DEED

In relation to

Land at Beechwood House, Thorley Lane East, Thorley, Bishop's Stortford CM23 4BH

CR

This deed is dated

Parties

- (1) [REDACTED]
[REDACTED] Seller)
- (2) [REDACTED]
[REDACTED]

BACKGROUND

- (A) By a transfer dated the same date as this deed, the Seller has transferred the Property to the Buyer.
- (B) On the terms of this deed, the Buyer agrees to pay an Overage Payment to the Seller on the earlier of the following events occurring during the Overage Period in relation to each Planning Permission granted during the Overage Period:
 - (a) implementation of that Planning Permission; and
 - (b) completion of an Overage Disposal where the land disposed of includes the whole or any part(s) of the Property with the benefit of that Planning Permission.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Base Value: where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission in respect of which that Overage Payment has become due:

- a) disregarding any effect on value of that Relevant Planning Permission;
- b) on the assumption that there is no expectation of the grant of any Planning Permission.

Deed of Covenant: a deed of covenant with the Seller containing covenants in the same terms as those given by the Buyer in this deed in the form annexed hereto with such minor modifications as the Seller may agree.

Default Rate: 4% per annum above the Interest Rate.

Development: development of the whole or any part or parts of the Property, with or without other land, including ancillary landscaping and infrastructure.



Development Land: the whole or any part or parts of the Property with the benefit of a Relevant Planning Permission.

Disposal: a disposition within the meaning of section 27(2) of the Land Registration Act 2002 other than a Permitted Disposal.

Enhanced Value: where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission for which that Overage Payment has become due:

- a) with the benefit of that Relevant Planning Permission; and
- b) assuming that that Development Land has the benefit of any easements, wayleaves, sight-line covenants and other agreements necessary to provide access, visibility splays or services to or from that Development Land.

Implementation: the implementation of a Relevant Planning Permission by the carrying out of a Material Operation provided that, for the purposes of this deed, implementation of a Relevant Planning Permission shall be deemed to have occurred notwithstanding any breach of a condition to that Relevant Planning Permission.

Independent Surveyor: a Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience in valuing properties similar to the Property, for uses similar to the Development, and whose usual place of practice is within a 20 mile radius of the Property.

Interest Rate: the base rate from time to time of Barclays Bank plc.

Market Value: the estimated amount for which the Development Land in respect of which an Overage Payment is being calculated should exchange between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:

- a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards (November 2021);
- b) the provisions of this deed are disregarded;
- c) that Development Land has vacant possession; and
- d) that Development Land is assumed to be free from all encumbrances other than those specified in the Property and Charges Register of the Title Number.

Material Operation: has the same meaning as in section 56 of the Town and Country Planning Act 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:

- a) demolition works;
- b) site clearance;
- c) ground investigations;
- d) site survey works;
- e) temporary access construction works;

- f) archaeological investigation; and
- g) erection of any fences and hoardings.

Overage Disposal: a Disposal at arm's length in the open market where the land disposed of includes any Development Land.

Overage Payment: a sum calculated in accordance with the following formula:

$$(A - B) \times 25\%$$

Where:

A = Enhanced Value; and

B = Base Value.

Overage Period: 25 years starting on the date of this deed and ending at midnight on
2047.

Payment Date: the date on which an Overage Payment is to be made in accordance with clause 2.2.

Permitted Disposal: any of the following:

- a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;
- b) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- c) the grant of easements or rights, transfer, lease or dedication to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services.
- d) the Disposal of completed or partially completed Residential Units to a Registered Provider for the purpose of Affordable Housing required pursuant to a Statutory Agreement; and
- e) any farm business tenancy or grazing licence; or
- f) any mortgage or financial charge.

Planning Permission: an outline or detailed planning permission for Development granted during the Overage Period by a local planning authority or other appropriate determining body or person.

Plan: Plan annexed hereto.

Property: the freehold property shown edged red on the Plan being part of the Land known as Beechwood House, Thorley Lane East, Thorley, Bishop's Stortford CM23 4BH registered at HM Land Registry with title absolute under the Title Number.

Relevant Planning Permission: a Planning Permission in respect of which an Overage Payment has not previously become due under the terms of this deed.

Satisfactory Consent: a consent in accordance with the requirements of the restriction referred to in clause 4.2 and the requirements of HM Land Registry from time to time.

Title Number: HD474589

Trigger Date: in respect of each Relevant Planning Permission, the earlier of the date of:

- a) implementation of that Relevant Planning Permission; and
- b) completion of an Overage Disposal where the land disposed of includes the whole or any part or parts of the Property with the benefit of that Relevant Planning Permission.

VAT: value added tax chargeable in the UK.

Working Day: any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.6 Clause headings shall not affect the interpretation of this deed.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.

- 1.12 In this deed, a reference to:
- (a) the Seller includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Buyer includes its successors in title.

2. Overage Payment

- 2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Buyer to the Seller.
- 2.2 The Buyer covenants that it shall pay each Overage Payment due under clause 2.1 to the Seller on the later of:
- (a) the date which is 20 Working Days from and including the relevant Trigger Date for that Overage Payment; and
 - (b) the date which is 20 Working Days from and including the date on which the amount of that Overage Payment is agreed or determined in accordance with the terms of this deed.
- 2.3 An Overage Payment shall be due in respect of each and every Trigger Date that occurs during the Overage Period notwithstanding that a Trigger Date may have previously occurred for the Property or any part or parts of it.
- 2.4 The Buyer covenants with the Seller that it shall pay interest at the Interest Rate to the Seller on each Overage Payment that becomes due under clause 2.1. Such interest shall accrue on a daily basis for the period from and including the Trigger Date in respect of that Overage Payment to but excluding the Payment Date in respect of that Overage Payment.
- 2.5 The Buyer further covenants with the Seller that it shall pay interest at the Default Rate to the Seller on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Seller may have.
- 2.6 The Buyer covenants that it shall:
- (a) supply the Seller with a copy of any planning application in relation to the Property submitted by or on behalf of the Buyer during the Overage Period within 20 Working Days of its submission to the local planning authority or other appropriate determining body or person;
 - (b) supply the Seller with a copy of any Planning Permission within 20 Working Days of the date of grant;
 - (c) allow the Seller and its surveyor access to the Property at all reasonable times and on reasonable prior written notice to inspect whether Implementation of any Relevant Planning Permission has occurred.

- (d) supply the Seller with a copy of any agreement for a Disposal or Permitted Disposal of the whole or any part or parts of the Property that is entered into by the Buyer during the Overage Period within 20 Working Days of that agreement being entered into;
- (e) notify the Seller in writing within 20 Working Days of completion of any Permitted Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Permitted Disposal is not a Disposal; and
- (f) notify the Seller in writing within 20 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period that the Buyer considers is not an Overage Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Disposal is not an Overage Disposal; and
- (g) notify the Seller in writing of the occurrence of any Trigger Date during the Overage Period within 20 Working Days of that Trigger Date occurring and at the same time supply the Seller with:
 - (i) where that Trigger Date has occurred due to the completion of an Overage Disposal, a copy of the instrument effecting that Overage Disposal;
 - (ii) a statement of the amount of the Overage Payment that the Buyer considers is due; and
 - (iii) appropriate evidence that is satisfactory to the Seller (acting reasonably) of how the figure in clause 2.6(g)(ii) was calculated.

2.7 The benefit of the Buyer's covenants in relation to any matters contained in this deed is assignable by the Seller, provided that the Seller requires any assignee to enter into a Deed of Covenant to observe and perform the Seller's covenants of this deed on the assignment.

3. Amount of Overage Payment

3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date for that Overage Payment, the Buyer and the Seller shall immediately sign and date a memorandum recording the amount of that Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 2.2(b).

3.2 If the Buyer and the Seller fail to agree on the amount of an Overage Payment within 20 Working Days from and including the relevant Trigger Date for that Overage Payment, either party may refer the matter for determination by an Independent Surveyor.

3.3 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.

- 3.4 If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within 20 Working Days from and including the date on which the matter was referred for determination under clause 3.2, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.
- 3.5 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.
- 3.6 If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- (a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and
 - (b) this clause shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.
- 3.7 The parties are entitled to make submissions to the Independent Surveyor and shall provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.
- 3.8 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.
- 3.9 The Buyer and the Seller agree to pay the Independent Surveyor's costs equally. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.
- 3.10 In default of agreement pursuant to clause 3.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of clause 2.2(b).

4. Disposals and restriction

- 4.1 The Buyer covenants with the Seller not to make any Disposal of the whole or any part or parts of the Property at any time during the Overage Period without first procuring that the person to whom that Disposal is being made has executed a Deed of Covenant.
- 4.2 The Buyer shall apply for the entry of the following restriction against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Buyer and shall procure that the restriction has priority to any mortgage or charge entered into by the Buyer:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 4.1 of an Overage Deed made between (1) CHARLOTTE EMILY RICHARDS and (2) Strategic Holdings 1 Ltd dated _____ have been complied with or do not apply to the disposition."

5. Seller's obligations

5.1 The Seller covenants with the Buyer that the Seller shall:

- (a) provide Satisfactory Consent for the registration of a Permitted Disposal of the whole or any part or parts of the Property at HM Land Registry immediately on receipt of a written request from the Buyer;
- (b) following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in clause 4.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponee under that Permitted Disposal is registered as the registered proprietor of that title:
 - (i) not object to an application by the Buyer or that disponee to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
 - (ii) in relation to any application by the Buyer or that disponee to withdraw that restriction, provide immediately on receipt of a written request from the Buyer or that disponee a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
- (c) provide Satisfactory Consent for the registration of a Disposal of the whole or any part or parts of the Property at HM Land Registry immediately on receipt of a Deed of Covenant properly executed by the person to whom that Disposal is being made; and
- (d) apply for the withdrawal of the restriction entered against the title to the Property within 20 Working Days from and including the end of the Overage Period.

5.2 Where all (if any) payments of Overage in respect of any prior Trigger Event have been paid and the Buyer complies with clause 5.1, the Buyer will cease to have any liability under this Deed for any matter arising after there has been a Disposal of all the Buyer's right, title and interest in respect of that part of the Property which is the subject of the Disposal (but without prejudice to the Buyer's continuing liability for prior breaches.

6. Seller's costs

The Buyer covenants with the Seller that it shall pay the Seller's reasonably incurred and proper legal costs and disbursements incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property; and
- (c) the Seller granting written consent to each Permitted Disposal or Disposal of the whole or any part or parts of the Property.

7. VAT

- 7.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this deed is exclusive of VAT (if any).
- 7.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this deed, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

8. Notices

- 8.1 Any notice given under this deed must be in writing and signed by or on behalf of the party giving it.
- 8.2 Any notice or document to be given or delivered under this deed must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next Working Day delivery service.
- 8.3 Any notice or document to be given or delivered under this deed must be sent to the relevant party as follows:
- (a) to the Seller at: Stanfords End Oast, Hartfield Road, Edenbridge, Kent TN8 5NF
 - (b) to the Buyer at: its registered office
- or as otherwise specified by the relevant party by notice in writing to the other party.
- 8.4 Any change of the details in clause 8.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five Working Days after deemed receipt of the notice.
- 8.5 Any notice or document given or delivered in accordance with clause 8.1, clause 8.2 and clause 8.3 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

8.6 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed or that the notice or document was left at the address; or
- (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next Working Day delivery service.

8.7 A notice given or document delivered under this deed will not be validly given or delivered if sent by email.

8.8 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. Third party rights

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.

10. Entire agreement

10.1 This deed constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

10.2 Each party acknowledges that in entering into this deed it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made negligently or innocently) other than those set out in this deed.

10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11. Joint and several liability

Where the Buyer comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Buyer arising under this deed and the Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

12. Governing law

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

13. Jurisdiction

Subject to clause 3.2 to clause 3.10 (inclusive), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

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

CP

[REDACTED]

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

cl

Executed as a deed [REDACTED]
who, in accordance with the laws of that territory is acting under the authority of the company

Signature in the name of the company

Signature of

Authorised signatory



HM Land Registry
Official copy of
title plan

Title number **HD474589**
Ordnance Survey map reference **TL4719NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hertfordshire : East Hertfordshire**

OVERAGE PLAN



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