

**Custom Build Serviced Plots
2015
DUE DILIGENCE
Certificate of Title**

Property¹:

Title Number(s):

Developer: [] (company registration number []) of []

[Guarantor]:

Amount of Facility: £[]

Scheme²:

Site: means the land shown edged red on the attached plan³ (**Site Plan**)

Date of Certificate⁴:

Insurance Amount⁵:

Developer's Conveyancer: [] of []

PI Cover Amount: [£25 million]⁶

Conveyancer's bank:

Sort code:

Account number:

Legal Charge: a charge in the form required by the Agency

TO: Homes and Communities Agency, a body corporate under Section 1 of the Housing and Regeneration Act 2008, of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (including any statutory successor) (the **Agency**);

Except as set out in the Schedule hereto we certify that as at the date hereof:

- 1 We have verified the identity of the Developer [and Guarantor] in accordance with the Money Laundering Regulations 2003 (as amended or re-enacted).

¹ Land Registry description for the WHOLE title taken from the Official Copy Entries of the Title Number.

² Please provide a comprehensive description of the Scheme, including unit numbers and types i.e. what will be delivered, preferably by reference to a plan.

³ This may be the whole or part of the Property. The Site Plan should be the same plan as seen/approved by the valuers and the Agency.

⁴ This will be the date of completion of the Facility documentation.

⁵ This is buildings insurance (block policy or otherwise), contractor's all risk or other as appropriate depending on the current state of construction. Minimum cover of Amount of Facility.

⁶ The minimum PI Cover Amount is £25 million. If the Amount of Facility is greater than £25 million, the Agency will require the PI Cover Amount to be higher than the Amount of Facility, and will be agreed on a case by case basis. If this requirement is an issue please make contact with the HCA regional lead for your area (contact details are provided on our website)

- 2 We have investigated the title of the Developer to the Property, including:
- 2.1 reviewing up-to-date official copies of the title register(s) and filed plan(s) of the Property from the Land Registry together with all documents referred to on the title register(s); and
- 2.2 carrying out all appropriate searches and enquiries (including enquiries of the Developer) in relation to the Property, that in our reasonable opinion a prudent lender would expect to be made prior to advancing monies on the security of the Property.
- 3 The Developer is the contracting party for purposes of the Facility.
- 4 The Property is:
- 4.1 held [freehold/leasehold] by the Developer as sole legal and beneficial owner [and (where relevant) includes the Site];
- 4.2 registered with absolute title at the Land Registry;
- 4.3 has the benefit of planning permission to allow its being developed and used for the Scheme which is:
- 4.3.1 more than three months old;
- 4.3.2 not subject to any challenge as to its validity;
- 4.3.3 not personal;
- 4.3.4 not subject to any unusual or onerous conditions which are still to be discharged or any conditions which should already have been discharged; and
- 4.3.5 not subject to any enforcement proceedings; and
- 4.4 not subject to any other outstanding obligations relating to the carrying out of works or payment of monies pursuant to a planning or similar agreement.
- 5 There are no financial charges secured on the Property which will have priority to the Legal Charge.
- 6 Where the Property also comprises other land which will not be the subject of the Scheme and the Facility, the Developer and the Site have the benefit of such rights and easements (on reasonably satisfactory terms) as are necessary to make the Scheme capable of independent delivery.
- 7 The Property or (where appropriate) the interest of the Developer in the Site is sufficient to allow the Scheme to be developed and completed without the need to obtain any further property or rights or the consent of any third party.

- 8 The roads and sewers serving the Site are adopted and the Site enjoys direct pedestrian and vehicular access to the public highway and both foul and surface water drain directly to a public sewer.⁷
- 9 The Developer has a good and marketable title to the Property and to any appurtenant rights free from prior mortgages or charges and from onerous encumbrances that have an adverse effect on the development or use of the Property for the Scheme or its intended disposal, or its value or marketability.
- 10 We have compared the Site Plan and the description of the Property against relevant plans in the title deeds and, in our opinion, there are no material discrepancies.
- 11 We have ourselves received satisfactory evidence or have been provided with a copy of a letter from the Developer's insurer or the Developer's insurance broker that there either is, or will be on completion, sufficient insurance in place covering all risks appropriate to the state of construction of the Scheme for the Insurance Amount as set out above.
- 12 We are in possession of such searches⁸ or search insurances⁹ as are reasonably appropriate for the Agency in making the Facility available and securing that upon the Site and in our view such searches are sufficient for us to provide this certificate to the Agency.
- 13 The Developer has confirmed that so far as it is aware:
- 13.1 the Property is not affected by any environmental contamination;
- 13.2 there are no material breaches of any environmental laws or disputes of an environmental nature affecting the Property;
- 13.3 the Property has not been affected by flooding (and insurance cover in relation to flooding remains on risk); and
- 13.4 the Property has not been affected by subsidence.
- 14 The Developer is not subject to any other contractual obligations which will adversely affect its ability to carry out the Scheme or which materially affect the cost of the Scheme.
- 15 Nothing has been revealed by our searches and enquiries which would prevent the Property being developed and used for the Scheme.
- 16 The Developer has obtained all necessary consents to allow it to grant the Legal Charge.
- 17 None of:
- 17.1 any principal in the Developer's Conveyancer;
- 17.2 any other solicitor or registered European lawyer in the Developer's Conveyancer;

⁷ The Agency is expecting that where this statement cannot be made, the Site will benefit from adequate rights of pedestrian and vehicular access and easements for the laying and maintaining of service media so as to enable the completed Scheme to be fit for occupation and marketable for disposal, supported where necessary by adoption agreements with appropriate bonds or sureties.

⁸ The Agency is expecting as a minimum, a local authority search in form LLC1 and CON29 Part 1, a search of the register of commons and village greens, a drainage and water search, a desktop flood and desktop environmental search and a chancel repair liability search. Local authority searches are to be no older than four months as at the date of completion of the Funding Agreement.

⁹ Insurance (if accepted by the Agency) must provide a minimum level of indemnity equal to the Amount of Facility.

- 17.3 any spouse, civil partner, child, parent, brother, or sister of any such person;
is interested in the Property (whether alone or jointly with any other) as Developer.
- 18 We have professional indemnity insurance at least equal to the PI Cover Amount.
- 19 We confirm that the Developer has read this Certificate of Title within three working days prior to the date hereof and confirmed that it has no information which renders any statement in this Certificate incomplete, misleading or inaccurate.

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The Schedule

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Signed on behalf of the Developer's Conveyancer

Name of Authorised Signatory

Qualification of Authorised Signatory.....

Date of Signature

Note:

1. There will be a separate solicitor's undertaking with regard to the registration of the Legal Charge.

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