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MILLER HOMES LIMITED

PRELIMINARY INFORMATION SHEET

relating to
Development at
Varsity Quarter, Moss Hey Drive, Northenden, Manchester

NOTES

These notes are intended to provide buyers and their solicitors with general information about this development and to cover the standard enquiries raised by solicitors during the course of conveyancing transactions.

Any replies to enquiries, except in the case of any enquiry expressly requiring a reply from the Seller's solicitors are given on behalf of the proposed Seller and without responsibility on the part of its solicitors, their partners or employees. They are believed to be correct but the accuracy is not guaranteed and they do not obviate the need to make appropriate searches, enquiries and inspections.

LIST OF ENCLOSURES AVAILABLE VIA THE PORTAL

1 Title

1.1 Official Title entries to title number GM893106

1.2 Official Title plan to title number GM893106

1.3 Lease 30 October 2003 (C1 and C2)

1.4 Land Registry Bulk Certificate – Plots 143 to 13, 177 to 181, 199 to 222 (inclusive)

2 Planning

2.1 Planning permission 131147/FO/2021

2.2 Section 106 Agreement 17 December 2021

2.3 Landscaping Masterplan and planting plans (x5)

2.4 Management Area drawing 2131/MC/01

2.5 Non Material Amendment 133037/NMC/2022

2.6 Discharge of conditions

3 Building Control

3.1 Acceptance of Initial Notice

4 Roads

4.1 Proposed Section 38 Agreement Plan

5 Sewers and other Services

5.1 Proposed Section 104 Agreement Plan

5.2 Private Soakaways Sheet

6 Estate Management/Service Charge

6.1 Service charge budget

6.2 Certificate of Incorporation of the Management Company

6.3 Articles of Association of the Management Company

6.4 Power of Attorney of the Management Company

7 Other

7.1 Postal Addresses

7.2 New Homes Quality Code

PRELIMINARY INFORMATION SHEET

1 DEVELOPMENT IN OUTLINE

The Development will comprise houses and managed areas.

Part of the Development is currently being used as a College Campus. The College is relocating to a new campus so this part of the site will be vacated during the next few years and the area developed as houses as per the planning permission, see below.

A management company has been incorporated in the name of Varsity Quarter (Northenden) Estate Management Company and we refer you to Section 16 of this Preliminary Information Sheet for further details.

2 RESERVATION

2.1 The Seller has adopted the New Homes Quality Code ("**the Code**").

2.2 A copy of the Code, which was downloaded from New Homes Quality Board's website as at 3 January 2023, has been provided on the Portal. The latest version of the Code is available from the NHQB's website so that you can check for any changes to the Code since that date (https://www.nhqb.org.uk).

2.3 We would also refer you to the provisions of the Plot Contract in this regard. A fee will have been paid to the Seller by the Buyers to reserve the plot for a specified period. On exchange of contracts, this fee will be credited as part of the Buyers' deposit.

2.4 If contracts are not exchanged by the expiry of the reservation period, the Seller reserves the right to re-market the plot or re-negotiate the terms of the sale (subject to any particulars on the reservation form). *If there are likely to be any difficulties in achieving the exchange, please advise us as early as possible - this will not necessarily jeopardise the sale.*

2.5 If the Buyer does not proceed to exchange contracts, for whatever reason, or the Seller cancels the reservation through the Buyers' non-performance, the Seller shall be entitled to retain all monies paid by the Buyers for the extras ordered by the Buyers and which have been fitted to the plot or if the order for extras cannot be cancelled.

3 DEPOSIT ON EXCHANGE

A deposit of 10% of the sale price is due on exchange of contracts. The reservation fee will be used in part payment.

4 PROGRESS OF BUILDING WORK

4.1 Except where a fixed completion date is given, completion will take place in accordance with the Contract. The Buyers will no doubt wish to monitor the building work during the period after exchange of contracts and this information will be available from the Seller's site office.

4.2 Any dates given by the Seller's staff as to when the plot will be ready for occupation should be regarded as nothing more than estimates. The Buyers should not rely on any estimated date when making arrangements for removals, holiday leave etc.

5 POSTAL ADDRESS

The postal address for the plot (if available) is set out in the draft documentation provided.

6 CONTRACT

The enclosed Contract is an engrossment for signature by the Buyers and has a specimen Transfer attached. The Contract depends for interpretation on the annexed Transfer and together form the complete contract. The documents are in a standard form for the development

7 INSURANCE

7.1 Whilst the plot is in the course of erection, it will be covered by the Seller's block construction policy and at the Seller's expense.

7.2 When the release of the keys to the Buyers is authorised, this cover will cease and it will then be the responsibility of the Buyers to insure the plot.

7.3 Plots purchasers are responsible for their own contents insurance.

8 TITLE

The freehold of this development is registered at the Land Registry with title absolute under title number GM893106 and is registered in the name of Miller Homes Limited ("the Seller").

THE FOLLOWING EXPLANATION OF THE REGISTER OF TITLE NUMBER GM893106 MAY ASSIST HOWEVER PLEASE SATISFY YOURSELVES WITH REGARD TO THE TITLE INFORMATION.

8.1 Property Register

A1 – the development is edged red.

8.2 Proprietorship Register

B1 – The registered proprietor is the Seller.

B2 – self explanatory

8.3 Charges Register

C1 and C2 – Lease dated 30 October 2003, a copy of which is available via the portal. This lease relates to an electricity substation located next to plot 1. This substation is being decommissioned and replaced with a new substation behind plot 224 at the site entrance. The Seller is currently in negotiations with the service provider with regard to the construction of the new substation, completion of a new lease and removal of the existing substation and surrender of that lease.

8.4 Pending Applications

(a) Restriction – whilst an application was made with the application to register the Seller as proprietor of the Development, the Land Registry failed to register a restriction on the title. The Land Registry has been notified so that this can be rectified and this application is pending.

The restriction will read as follows:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of a registered charge is to be registered without a certificate signed by LTE Group or its conveyancer that the provisions of paragraph 4.1 of Schedule 2 of an agreement for sale dated 11th June 2021 made between LTE Group (1) and Miller Homes Limited (2) have been complied with or that they do not apply to the disposition"

LTE Group are the beneficiary of the restriction and are required to provide up front consents for plot sales. Plot sales are deemed exempt disposals. A bulk certificate for the first 50 plots has been given by LPE's solicitor, a copy of which is available via the portal. This has been lodged and accepted by the Land Registry.

Where a consent is requested and this is not provided within 10 working days of such a request, the Seller's appointed conveyancer has authority under the agreement to sign such a certificate. Also, in the event that an RX4 is needed, the Seller or their conveyancer is able to provide such a form.

(b) Unilateral Notice in respect of the affordable housing contract which has been lodged by Knights Solicitors. This protects their contract to acquire plots 16 to 31, 79 to 87, 97 to 100, 102 to 110, 198 to 204.

8.5 Estate Plan Approval

Plots	**Date of Approval**	**Land Registry Office**
EPA1	25 May 2022	Weymouth Office

9 PLANNING AND SECTION 106 AGREEMENT

9.1 The table below summarises the planning documentation relevant to the Development and which may be revealed by your local search:

Planning Permission dated 17 December 2021	A copy of the planning permission is available via the portal. This approval relates to the construction of 224 dwellings with associated access, landscaping, parking and other works following demolition of existing buildings. Please note, as referred to above, part of the Development is currently being used as a College Campus. The College is relocating to a new campus so this part of the site will be vacated during the next few years and the area developed as houses pursuant to this planning permission. Copies of planning discharges (where available) are provided via the portal.
Non material amendment 133037/NMC/2022 dated 23 March 2022	A copy of the approval is available via the portal. This is a non-material amendment to planning permission 131147/FO/2021 to allow for changes to the finished floor levels, siting and footprint of the previously approved dwellinghouses.

Section 106 Agreement dated 17 December 2021 between The Council of the City of Manchester (1) LTE Group (2) Miller Homes Limited (3) Santander UK Place (4)	A copy of the Section 106 Agreement is available via the portal. This provides for the following: • 45 Affordable Housing Units • Bus Shelter Contribution, Open Space Contribution, Pedestrian Crossing Contribution all payable within 5 working days of commencement of the development. Clause 11 of the Agreement provides that the agreement shall not be enforceable against individual purchasers or lessees (or their mortgagees) of the market housing units constructed pursuant to the planning permission.

Your Local Search may reveal numerous planning entries. Copies will not be supplied as these do not relate to the construction of the development by the Seller.

10 BUILDING REGULATIONS

10.1 Compliance with the Building Regulations is dealt with through the NHBC and therefore the NHBC documentation covers compliance with the Building Regulations. A copy of the deemed Acceptance of Initial Notice is provided.

11 WARRANTY PROVIDER

11.1 The plot has the benefit of NHBC.

12 ROADS AND SEWERS

12.1 Roads

(a) Access to the Development is from Moss Hey Drive which is an adopted highway.

(b) It is intended that the estate roads within the Development, which will connect the plots to Moss Hey Drive, will also be adopted. The Seller has not yet entered into a Section 38 adoption agreement in respect of the estate roads but will do so in due course. A copy of the proposed Section 38 adoption agreement plan is available via the portal.

12.2 Sewers

(a) The new sewers serving each plot will be fully constructed and working when the house is handed over in order for completion to take place.

(b) It is intended that the foul and surface water sewers within the Development as shown brown and blue on the proposed Section 104 legal agreement plan, a copy of which is available via the portal, will be adopted.

The Seller has not yet entered into a Section 104 adoption agreement or Deed of Grant for the protected strips within the extent of plots 32, 33, 53, 126 to 130 and 145 shown coloured yellow on the plan but will do so in due course.

The proposed surface water drainage system is designed to drain to a new pump station located to the north of the Development adjacent to Plots 27 to 31. It is intended that this pump station will be adopted.

The surface water for plots 90 to 106, 111 to 125, 146 to 171, 177 to 187 and 192 to 217 will drain via private soakaways located within the gardens of the properties. These soakaways should not be removed as they are integral to the surface water drainage strategy for the Development. It is also a condition of the planning permission that these remain and are not removed. A copy of the private soakaway sheet is available via the portal.

A surface water storage tank is located within the managed areas located by plots 32, 33, 53 and 68 to 73.

12.3 Other Services

An old electricity substation is located next to plot 1. This is being decommissioned and replaced with a new substation behind plot 224 at the site entrance.

13 ENVIRONMENTAL ISSUES

13.1 The previous use of the development was as a school and college. As mentioned above, part of the Development continues to be used as a college campus pending relocation to a new facility. Once vacated, the college buildings will be demolished and phase 2 of the Development is to be constructed in pursuance of the planning permission.

13.2 The Seller will be carrying out the Development in accordance with the requirements of the planning permission, building control and NHBC (please see clause 2.1 of the Contract).

14 HANDOVER PROCEDURE

14.1 Following exchange of contracts and once the plot is structurally complete, the Seller will invite the Buyer to attend the plot for a demonstration meeting. The purpose of this meeting is for the Seller to show the Buyer how the central heating, alarm, white goods etc operate. It will also give the Seller the opportunity to answer any questions the Buyer has with regard to the new home.

14.2 Any fixed date specified on a reservation form assumes that exchange takes place within the original reservation period. If that reservation period is extended or exchange otherwise occurs on a later date, the completion date will be confirmed at that time and any fixed date previous specified cannot be guaranteed.

15 COMPLETION

15.1 Completion will take place in accordance with the provisions of clause 5 of the Contract.

15.2 If completing by post, the whole of the balance monies due on completion must be sent by telegraphic transfer to our nominated client account, details of which will be provided nearer completion.

15.3 Please notify the Seller's solicitors as soon as instructions have been given to transfer the money. Keys will not be released nor will completion be deemed to have been effected until such time as the money is received in the Seller's solicitor's account and completion has been confirmed.

16 MANAGEMENT COMPANY

16.1 A Management Company has been incorporated in the name of Varsity Quarter (Northenden) Estate Management Company Limited to manage and maintain the managed areas shown on the management plan including, but not limited to, any open space areas, footpaths, accessways and cycle ways, hard and soft landscaped areas, existing tree planted areas, attenuation and storage tanks within the managed area, not included within the extent of any plot or adopted by the local authority or service provider in return for the payment by each plot purchaser on the Development an estate service charge.

16.2 A copy of the Certificate of Incorporation and Articles of Association for the Management Company are available via the portal (where available).

16.3 The following gives a brief explanation of the purpose of the Management Company, the responsibilities of the plot owners and the mechanisms for transferring the Management Company to the control of those plot owners subject to the Management Company.

Membership

(a) Each plot owner will be a member of the Management Company and will be eligible to stand as a director. There is no requirement for a Management Company to have a named company secretary but each plot owner is eligible to act as a company secretary if they wish to do so. Alternatively the managing agent may agree to do so for an additional fee.

(b) Where a plot is purchased in joint names the joint owners shall together constitute one member of the Management Company and only one joint owner will be eligible to stand as a Director of the Management Company. The owner details will be placed on the register of members for the company. No voting rights will attach to the membership until all of the units on the Development have been completed and sold and the subscriber to the Memorandum of Association has resigned.

(c) The Management Company is to be limited by guarantee and the liability for each member of the Company is limited to £1.00 only. Each member of the Company guarantees to contribute £1 towards the Company's debts in the event of the Company going into liquidation whilst they are a member or within one year of them ceasing to be a member.

(d) When the development has been built and is fully occupied, and in any event in accordance with the transfer, the control of the Management Company is in effect handed over to the residents of the development.

Duties and responsibilities of Company Directors and the Company Secretary

(e) The Management Company must have a minimum management team. Therefore there must be at least two officers on the management team. There is no maximum.

(f) It is recommended that all plot owners (whether or not they are on the management team of the Management Company) meet following the handover to discuss how they wish the Management Company to be run.

(g) Once these initial decisions have been taken the directors and company secretary (if there is one) will not usually need to meet more than a few times each year.

17 MANAGING AGENTS

17.1 The Seller has or is proposing to appoint RMG as Managing Agents for the Development.

17.2 A copy of the Managing Agent's initial service charge budget has been provided for your information.

<SC.CNAM>

Solicitors for Miller Homes Limited

Dated 17 May 2022
Updated 7.4.2022 – manco incorporated
Updated 2 December 2022 – certificate added to portal
Updated 20 January 2023 – NHQC added