

DATE 31ST AUGUST 2017

(1) ST EDMUNDSBURY BOROUGH COUNCIL

(2) RADFORD INTERIORS LIMITED

(3) RADFORD HOMES

**Planning Obligation by Deed under Section 106
of the Town and Country Planning Act 1990**

relating to

Land at The Vixen Millfields Way Haverhill Suffolk

St. Edmundsbury Borough Council
West Suffolk House
Western Way
Bury St. Edmunds
Suffolk
IP33 3YU

DATE 31ST AUGUST 2017

PARTIES

- (1) **ST EDMUNDSBURY BOROUGH COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**")

- (2) **RADFORD INTERIORS LIMITED** of (company no. 10072357) of Leyhill Road Bovington Hemel Hempstead HP3 0NW (hereinafter called the "**Owner**")

- (3) **RADFORD HOMES** (company no. 10072263) of Unit A Homefield Road Haverhill Suffolk CB98QP (hereinafter called the "**Developer**")

INTRODUCTION

- A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable

- B The Owner is the freehold owner of the Site registered with the Land Registry under the title number SK123091

- C The Developer has submitted the Application to the Council for the Development and the Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed

- D The Council enters into this Deed to the intent that the requirements of the Council's policies are met and that any objections by the Council to the grant of planning permission on the basis of those policies are overcome

- E The Parties agree that the Development should not take place until certain restrictions are imposed in the matter hereafter appearing and pursuant to section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed

- F The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- G The Council confirms that in relation to any 'relevant infrastructure' (as defined by Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended)) which is provided for or funded by this Deed since 6 April 2010 no more than four obligations pursuant to Section 106 of the Act have been entered into which provide for any such infrastructure project or type of infrastructure

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
"Affordable Housing Contribution"	four thousand seven hundred and forty-nine pounds and fifty pence (£4,749.50) BCIS Indexed
"Affordable Housing Units"	Five (5) of the Dwellings to be provided on the Site in accordance with the Councils Joint Affordable Housing SPD dated October 2013 and will be three (3) 1 bed (2 person) flats and two (2) 2 bed (4 person) flats Four (4) of these to be delivered through Affordable Rent and one (1) to be delivered through an Intermediate Product
"Affordable Rent"	housing made available by a Registered Provider as low cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent
"Application"	the application for planning permission to develop the Site in accordance with the

application plans deposited with the Council on the 14th December 2016 and bearing the Council's reference number DC/16/2755/FUL

"BCIS Index"

the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto

"BCIS Indexed"

the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 11 of this Deed

"Chargee"

any mortgagee or chargee of the Registered Provider or the owner of the Affordable Housing Units or any receiver or manager (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator

"Commencement of Development"

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and lay of services erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commenced" and "Commence Development" shall be construed accordingly

"Development"

the Development of the Site for renovations and extensions to allow change of Public House (Class A4) to form 17 number residential flats

(Class C3) and 2 number units for retail commercial or Offices (Class A1, A2 or B1) and associated external works to remodel and extend the existing car park as set out in the Application

"Dwelling"	a dwelling to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly
"HCA"	the Homes and Communities Agency of Warrington office Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH or any statutory successor thereof or other government body with the function of funding Social Housing development
"Intermediate Housing"	Affordable Housing Units for sale and rent provided at a cost above social rent but below market levels which meet the definition of Affordable Housing and may include Shared Ownership and equity products other low cost homes for sale and intermediate rent but not Affordable Rent
"Late Payment Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Nomination Agreement"	a deed of agreement dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied and "Occupy" shall be construed accordingly
"Open Market Dwellings"	those Dwellings that are not Affordable Housing Units
"Planning Permission"	the full planning permission subject to conditions as may be granted by the Council

	pursuant to the Application
"Protected Tenant"	any tenant who has: <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996, the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit (as defined in the Third Schedule)</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit</p>
"Public Open Space Contribution"	thirty thousand four hundred and ninety-eight pounds (£30,498.00) BCIS Indexed
"Registered Provider"	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the HCA under Chapter 3 of that Act and approved by the Council
"Rental Dwelling"	an Affordable Housing Unit which is to be let at an Affordable Rent and Social Rent and is let on the Registered Provider's standard form of letting in accordance with the terms of this Deed by a Registered Provider
"Shared Ownership"	where the purchaser buys an initial share in the property from the housing provider who retains the remainder and may charge a rent with the purchaser being able to purchase additional shares (staircasing) and the payment for this is recycled for more Affordable Housing
"Shared Ownership Lease"	a lease of a Shared Ownership Dwelling substantially in the form of the HCA's model shared ownership lease
"Site"	the land described in the First Schedule against which this Deed may be enforced and as shown edged red for identification purposes only on the Site Plan

"Site Plan"	the plan marked "Site Plan" attached to this Deed
"Social Rent"	Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008) for which guideline target rents are determined through the national rent regime and it may also be owned by other persons and provided under equivalent rental arrangements to the above as agreed with the Council or with the Homes and Communities Agency
"100% Staircaser"	a lessee under a Shared Ownership Lease who has exercised his or her right under that Shared Ownership Lease to purchase 100% of the equity in his or her dwelling
"Working Days"	Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. **CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans

regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council and their successors to their respective statutory functions
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Site Plan" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Council and the Owner
- 2.9 The obligations in this Agreement will not be enforceable SAVE in respect of part 1 of Second Schedule dealing with Affordable Housing against
- 2.9.1 any individual person who is the owner and/or an occupier for residential purposes of a Dwelling or any mortgagee of such a Dwelling
- 2.9.2 any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services or public transport services
- 2.9.3 any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Dwelling, a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person
- 2.9.4 any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver
- 2.10 The Affordable Housing obligations within the Second Schedule shall not be binding on:

- 2.10.1 a Protected Tenant
- 2.10.2 a 100% Staircaser
- 2.10.3 a mortgagee of a Shared Ownership Lease or shared equity lease lawfully exercising the mortgage protection provision within that lease
- 2.10.4 a Chargee of the whole or any part of the Affordable Housing Units or any persons deriving title through such mortgagee or Chargee or receiver PROVIDED THAT:
 - 2.10.4.1 such mortgagee or Chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses and
 - 2.10.4.2 if such disposal has not completed within the three month period the mortgagee, Chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing obligations within the Third Schedule which provisions shall determine absolutely
 - 2.10.4.3 any person or body deriving title through any of the parties referred to in clauses 2.10.1 to 2.10.4 above
- 2.11 The headings are for reference only and shall not affect construction
- 2.12 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3. **LEGAL BASIS**
 - 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as the local planning authority against the Owner and their successors in title

3.3 This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission and

4.1.2 the Commencement of Development

SAVE FOR the provisions of this clause and clauses 7.3 7.5 7.9 8 9 15 18 19 and 20 (related to legal costs change in ownership right of entry dispute resolution jurisdiction and delivery) and any other relevant provisions which shall come into effect immediately upon completion of this Deed

5. **THE OWNERS' COVENANTS**

The Owner covenants with the Council as set out in the Second Schedule

6. **THE COUNCIL'S COVENANTS**

The Council covenants with the Owner as set out in the Third Schedule

7. **MISCELLANEOUS**

7.1 The Owner shall act in good faith and shall co-operate both with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the Council and their duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

7.2 The Owner agrees declares and covenants with the Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability

- 7.3 The Owner agrees declares and covenants to pay to the Council on completion of this Deed the proper and reasonable legal costs of the Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.5 This Deed shall be registerable as a local land charge by the Council
- 7.6 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Developer from the Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Council by the Assistant Director for Growth or officer acting under their hand
- 7.7 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.8 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Developer) and the Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting

breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it

- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.12 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council
- 7.14 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority
- 7.15 The Owner covenants and warrants to the Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein

8. **WAIVER**

No waiver (whether expressed or implied) by the Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9. **CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give written notice of any transfer in ownership of any of any freehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21)

days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

10. **OWNER'S CONSENT AND WARRENTY**

The Owner warrants to the Council that their interest in the Site referred to in recital B is valid and subsisting at the date hereof

11. **INDEXATION**

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

11.1 A is the sum payable under this Deed

11.2 B is the original sum calculated as the sum payable

11.3 C is the BCIS Index for the month two (2) months before the date on which the sum is payable

11.4 D is the BCIS Index for the month two (2) months before the date of this Deed and

11.5 C/D is greater than 1

12. **INTEREST**

If any payment due under this Deed is not paid on time Late Payment Interest will be payable from the date payment is due to the date of payment

13. **RIGHT OF ENTRY**

At all times on not less than twenty-four (24) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

13.1 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce

evidence of identity (but entry may be made if there is or appears to be no such person on the Site)

- 13.2 such entry shall be effected between 08.00 and 17.00 on any day
- 13.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary
- 13.4 such employee or agent may take photographs measurements and levels
- 13.5 such employee or agent may not remain on the Site for no longer than is reasonably necessary for carrying out a proper inspection and
- 13.6 such employee or agent and any other accompanying persons shall comply with the Owner or the Owners representative's reasonable directions and precautions in the interests of safety

14. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

15. NOTICES

- 15.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 15.2
- 15.2 The address for any notice or other written communication in the case of each the Parties to this Deed shall be as follows:

The Council	The Assistant Director for Growth West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU
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The Owner	Unit A Homefield Road Haverhill Suffolk CB9 8QP
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15.3 Any notice or other written communication to be given by either the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer of the Council

15.4 The Owner covenants to inform the Council and the by way of written notice within seven (7) days following:

15.4.1 Commencement of Development

15.4.2 Occupation of the first (1st) Dwelling

16. **DISPUTE RESOLUTION**

16.1 Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to arbitration before a single Expert (the "Expert")

16.2 The Parties shall jointly appoint the Expert not later than twenty eight (28) days after service of a request in writing by either Party to do so

16.3 If the Parties are unable to agree within twenty eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties as follows:

16.3.1 difference or question relates to the rights and liabilities of either Party or to the terms or conditions to be embodied in the Agreement or document appertaining to the Agreement it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society

16.3.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers

16.3.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed

at the request of either Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors or

16.3.4 if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute

16.4 In the event of a reference to arbitration the Parties agree to:

16.4.1 prosecute any such reference expeditiously and

16.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable

16.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award

16.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing

16.7 The award shall be final and binding both on the Parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be

16.8 Unless this Deed has already been terminated each of the Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause 16 but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed)

16.9 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief

17. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Council for confirmation to that effect and upon the Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the Council shall forthwith issue confirmation to such effect

18. COMMUNITY INFRASTRUCTURE LEVY

The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 the obligations imposed in this Agreement are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application

19. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales

20. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

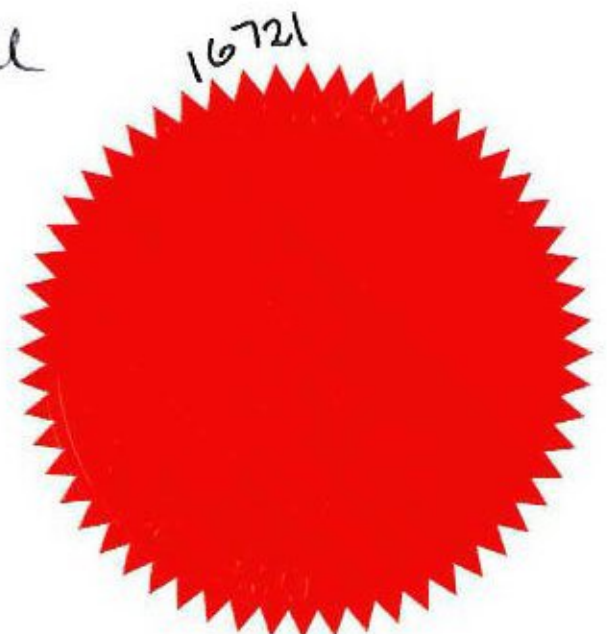
In witness whereof the Parties hereto have executed this deed on the day and year first before written

St. Edmundsbury Borough Council

THE COMMON SEAL OF 1)
FOREST HEATH DISTRICT COUNCIL)
was affixed in the presence of:)

[Redacted Signature]

Authorised Officer



SIGNED AS A DEED BY
RADFORD INTERIORS LIMITED
acting by a director in the presence of:

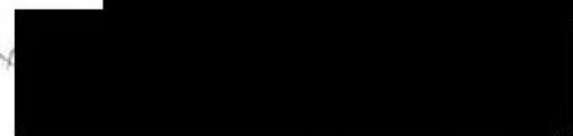
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Signature of witness x



Name of witness x



Address x

SPEEDS HOUSE, CHAPEL LANE,
BROCKLEY, SUFFOLK IP29 4AS

SIGNED AS A DEED BY
RADFORD HOMES
acting by a director in the presence of:

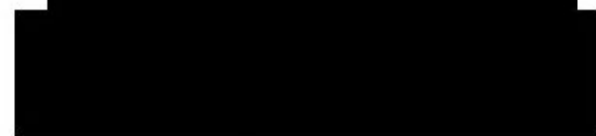
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Signature of witness x



Name of witness x



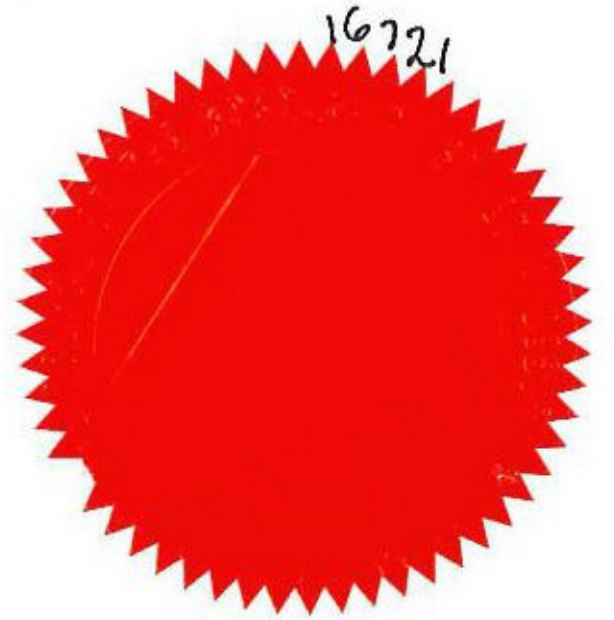
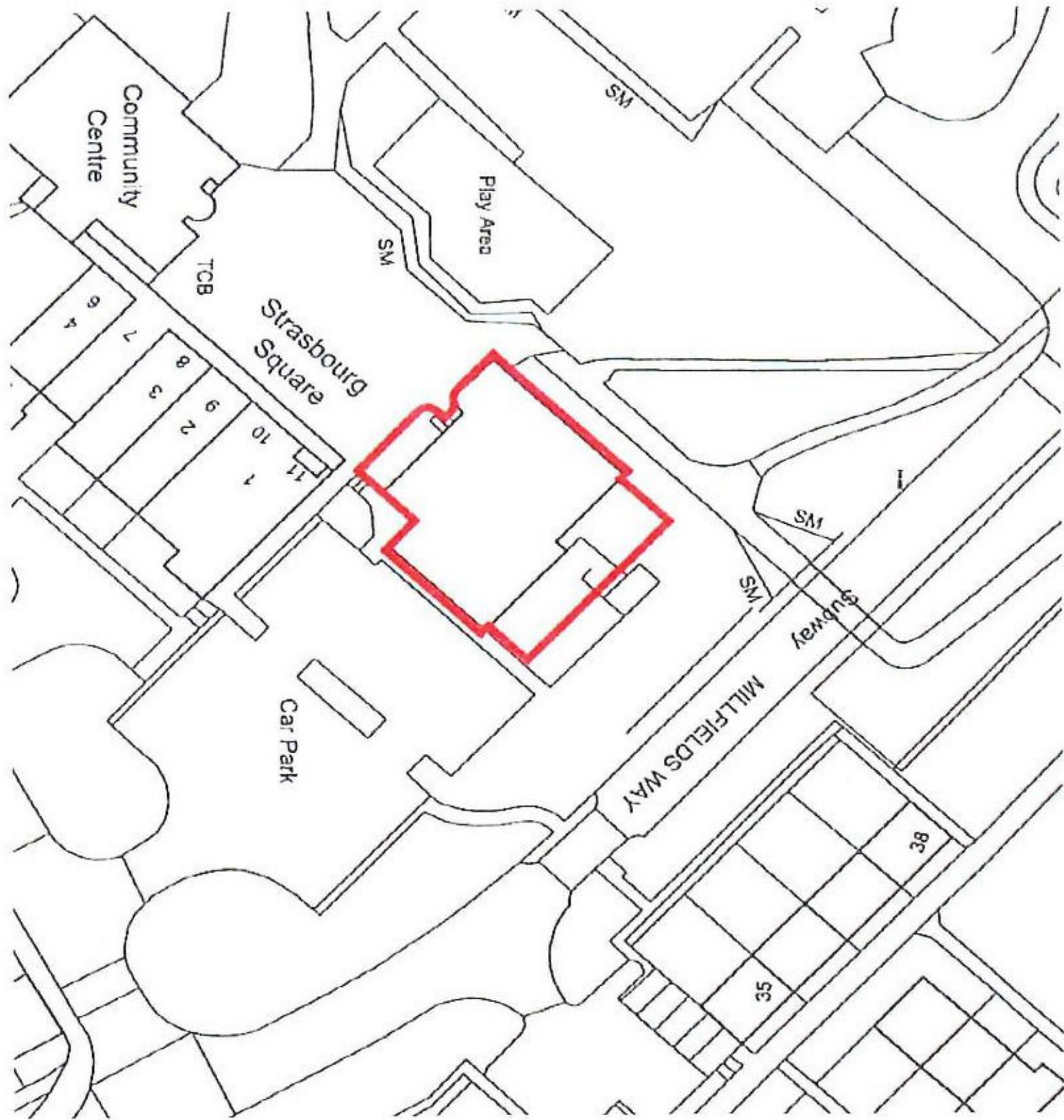
Address x

SPEEDS HOUSE, CHAPEL LANE,
BROCKLEY, SUFFOLK IP29 4AS.

FIRST SCHEDULE

The Land shown for identification purposes edged red in the Site Plan comprising part of land registered with the Land Registry under title number SK123091

Site Plan



SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNCIL:

1. AFFORDABLE HOUSING CONTRIBUTION

- 1.1 To pay the Affordable Housing Contribution to the Council prior to the first (1st) Occupation of the Dwellings
- 1.2 To not Occupy or permit Occupation of the Dwellings until the Affordable Housing Contribution has been paid to the Council

2. AFFORDABLE HOUSING UNITS

- 2.1 Not to Occupy or permit Occupation of more than eight (8) of the Open Market Dwellings unless and until the Affordable Housing Units have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider or in relation to the Shared Ownership housing directly to an individual purchaser lessee or tenant
- 2.2 To ensure the transfer referred to in Paragraph 2.1 of this Second Schedule to the Registered Provider and their successors in title will contain a covenant to enter into a Nomination Agreement with the Council prior to Occupation of the Affordable Housing Units
- 2.3 To ensure the conditions on which the Affordable Housing Units shall be transferred shall include but not be limited to the following:
 - 2.3.1 to have good and marketable freehold title;
 - 2.3.2 be remediated so that the land is fit for the proposed use;
 - 2.3.3 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:
 - 2.3.3.1 an adoptable road constructed to base course and subject to an agreement under Section 38 of the Highways Act 1980;
 - 2.3.3.2 adoptable public sewers and drains subject to an agreement under Section 104 of the Water Industry Act 1991;
 - 2.3.3.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit; and

2.3.3.4 such necessary rights as the Owner may reasonably require to be reserved

2.4 To ensure the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing Units except in those cases where a lessee has acquired 100% ownership through 100% Staircasing

3. **PUBLIC OPEN SPACE**

3.1 To pay the Public Open Space Contribution to the Council prior to the first (1st) Occupation of the Dwellings

3.2 To not Occupy or permit Occupation of the Dwellings until the Public Open Space Contribution has been paid to the Council

THIRD SCHEDULE

THE COUNCIL COVENANTS TO THE OWNER:

1 AFFORDABLE HOUSING CONTRIBUTION

- 1.1 To use the Affordable Housing Contribution for the provision of Affordable Housing within the district
- 1.2 After the expiry of five (5) years from the date that the Affordable Housing Contribution was received to pay to the Owner such amount of the Affordable Housing Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request

2 PUBLIC OPEN SPACE

- 2.1 To use the Public Open Space Contribution towards provisions at the Strasbourg Square play facilities
- 2.2 After the expiry of five (5) years from the date that the Public Open Space Contribution was received to pay to the Owner such amount of the Public Open Space Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request