Dated 28th August 2024

REBECCA ELIZABETH BUTT

- and -

VICTORIA ALICE SNEATH

UNILATERAL UNDERTAKING
Under Section 106 of the Town and Country Planning Act 1990

in favour of
South Holland District Council

- relating to -

Development of Land off Lime Walk Long Sutton Spalding Lincolnshire and Application for Planning Permission reference H11-0842-23

Maples
Solicitors LLP

23 New Road Spalding Lincolnshire PE11 1DH
Tel: 01775 722261 Fax: 01775 767525
DH/PJK004-7 (08.04.2024)

THIS UNILATERAL PLANNING OBLIGATION is dated the 28th day of August 2024 and is given by

REBECCA ELIZABETH BUTT of 6280 Ambleside Place Duncan BC Canada V9L 5R2 and **VICTORIA ALICE SNEATH** of 15 Churchfield Cringleford Norwich Norfolk NR4 6UP ("the Owner")

In favour of **SOUTH HOLLAND DISTRICT COUNCIL** of Priory Road Spalding Lincolnshire PE11 2XW ("the Council")

RECITALS

(a) The Council is the Local Planning Authority for the purposes of the Act of the area within which the Land is situated

(b) The Owner is the freehold owner of the Land registered at the Land Registry under title numbers LL343187, LL264917 and LL348747

(c) Planning Application Number H11-0842-23 was submitted to the Council for Full Planning Permission to develop the Land for residential purposes

(d) The Council has by Decision Notice dated 15 November 2023 refused that Application

(e) An appeal has been made to the Secretary of State for the Department for Levelling Up, Housing and Communities against the Council's decision and the Owner is willing to give an undertaking to perform the obligation set out in this Unilateral Planning Obligation in the event of the appeal being allowed

(f) To facilitate the development the Owner has agreed to enter in this Deed in order to secure the provision of Affordable Housing, the Education Contribution and the Health Care Facilities Contribution in order to secure the Planning Obligations contained in this Deed which may secure other planning benefits

(g) The Owner enters into this Deed to create Planning Obligations pursuant to Section 106 of the 1990 Act in respect of the Owner's interest in the Land and (subject to clause 3 of this Deed) the Owner agrees to be bound by and to observe and perform the covenants agreements conditions and stipulations herein contained on the terms of this Deed

(h) It is declared that the planning obligations contained herein are necessary to comply with regulation 122 of the Community Infrastructure Regulation 2010 (as amended)

OPERATIVE PART

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 as amended
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 5.8, 5.9 or 7 of Schedule 3, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by

	the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
"Affordable Dwellings"	means those Dwellings within the Development comprising 12 Affordable Housing Units to be provided as part of the Development
"Affordable Housing Units"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated December 2023, or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or supersede the same
"Affordable Housing Contribution"	means a financial contribution calculated in accordance with the Affordable Housing Contribution formula set out at Schedule 5 Part 1 or Part 2
"Affordable Housing Plan"	means the plan identifying the proportion and distribution of the Affordable Housing included within the Development being labelled as the site location plan and identified as drawing number LWLS-SH-PD-SL-1001B (Revision B) and attached at Annex A or as otherwise agreed with the Council
"Affordable Housing Provider"	means (a) a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the

	Development) (b) a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England or (c) an alternative affordable housing provider (including but not limited to a housing trust or company, a community land trust or an almshouses society) which has been approved by the Council in writing
"Affordable Housing Scheme"	means the scheme for securing the Affordable Housing and detailing the design, tenure, mix, size and location of the Affordable Housing to be provided as part of the Development together with the identity of the Affordable Housing Provider and consisting of eight (8) Rented Dwellings three x 1 Bedroom Dwellings (Plots 37–38), two 2 x Bedroom Dwellings (Plots 22-23) and three 3 x Bedroom Dwellings (Plots 19-21) and four (4) First Homes comprising two 2 x Bedroom Dwellings (Plots 24-25) and two 3 x Bedroom Dwellings (Plots 31-32) unless such other alternative details are agreed with the Council
"Affordable Rent Dwelling"	means an Affordable Dwelling rented to an Eligible Household by a local authority or an Affordable Housing Provider subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and where the rent and service charge must not exceed the local housing allowance for the relevant area which is reviewed annually,

	and "Affordable Rent" shall be construed accordingly
"Application"	means the application for planning permission for the Development allocated reference number H11-0842-23
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Chargee"	means a mortgagee or chargee (or any receiver) including an 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 (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver
"Commencement of Development"	means 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 other than (for the purposes of this Deed and for no other purpose) operations consisting of • access, • site clearance, • demolition work, • archaeological investigations, • investigations for the purpose of assessing ground conditions, • remedial work in respect of any contamination or other adverse conditions, • the laying or diversion of services, • the erection of hoardings or other temporary means of enclosure, and • the temporary display of site notices or advertisements
"Commencement Notice"	means written notice to the Council of the intended date of Commencement of Development
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.2 of Schedule 3 applies also meets the Eligibility Criteria (Local)
"Development"	means the residential development of up to 48 Dwellings pursuant to the Planning Permission
"Development Standard"	means a standard to fully comply with the following:-

	(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) and the same may be amended by written agreement of the Parties
"Discount Market Price"	means a sum which is the First Home Market Value discounted by at least 30%
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 6 of Schedule 3 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner

	(c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Dwelling"	means any unit of residential accommodation constructed pursuant to the Planning Permission
"Education Contribution"	means the sum of one hundred and seventy eight thousand five hundred and twenty one pounds (£178,521.00) which arises out of the need to provide secondary school and sixth-form places the contribution of which shall be used towards education provision in Holbeach secondary planning area
"Eligibility Criteria (Local)"	means any criteria adopted by the Council from time to time in respect of the purchase of a First Home which is in addition to the Eligibility Criteria (National)
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford. For the Rented Dwellings this will be determined in

	accordance with the Council's housing allocation policy.
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 of Schedule 3 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 6 of Schedule 3
"First Home"	means a Dwelling which may be disposed of as a freehold to a First Time Buyer at the Discount Market Price and which on its first

	Disposal does not exceed the Price Cap and "First Home Unit/s" and "First Homes" shall be construed accordingly and for the avoidance of doubt and in respect of this Deed only reference to First Home does not include Affordable Housing it being acknowledged that First Homes are to be considered a tenure of affordable housing pursuant to the National Planning Policy Framework document
"First Homes Costs"	means the sum of one hundred and fifty pounds (£150) or the amount published in the Council's Fees and Charges document on the Council's website (whichever is greater) per each First Homes Unit built on the Land as part of the Development
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home Unit other than: (a) the Owner; or (b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 6 of Schedule 3

"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Health Care Facilities Contribution"	means the sum of thirty one thousand six hundred and eighty pounds (£31,680.00) which shall be used towards the expansion in capacity through remodelling/changes to layout or extension to existing facilities within the South Lincolnshire Rural Primary Care Network (PCN) at Long Sutton Medical Centre, Littlebury Medical Centre and/or Holbeach Medical Centre. Alternatively the funding may, where appropriate, be used to support expansion in capacity at an alternative general practice site as required to meet the local population health need.
"Homes England"	means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government and trading as Homes England or such successor body for the time being having or being entitled to exercise the power to regulate affordable housing providers now conferred on such organisation under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

"Index"	means 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 such index no longer exists such other index as is agreed between the Owner and the Council
"Indexation"	means indexed as set out in Clause 11 of this Deed
"Interest"	means interest at the base rate of Lloyds Bank PLC plus 4%
"Land"	means the land as described in Schedule 1 against which this Deed may be enforced as shown edged red on the Plan
"Market Dwelling"	means a dwelling forming part of the Development which is general market housing for sale or rent on the open market and which is not Affordable Housing
"Market Value"	means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"Mortgagee"	means in relation to First Home Units only any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home

	including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"the Nomination Agreement"	means an agreement negotiated between the Council and the Affordable Housing Provider which guarantees the Rented Dwellings will be let on the Council's Housing Register substantially in the form set out and attached hereto at Schedule 4
"Occupation" and "Occupied"	means 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.
"Plan"	means the plan attached to this Deed at Annex A drawing number LWLS-SH-PD-SL-1001B (Rev B)
"Planning Permission"	means full planning permission to be granted by the Secretary of State for the Development pursuant to the Application which is subject to this Deed or such other planning permissions for the Development granted pursuant to section 73 or 96A of the Act
"Practical Completion"	means the completion of a Dwelling to a standard which is wind and watertight and fit for its intended use in terms of heating, plumbing, electrics and sanitation and "Practically Complete" shall be construed accordingly and a completion certificate

	issued pursuant to the then current Building Regulations shall be conclusive evidence that a Dwelling is practically complete.
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
"Protected Person"	means a person who: 1.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling; 1.3 has been granted a shared ownership lease by the Affordable Housing Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share is owned by the Affordable Housing Provider or other body or organisation) in respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the

	Affordable Housing Provider all the remaining shares so that the tenant owns the entire freehold or leasehold of the Affordable Dwelling.
"Rented Dwellings"	means dwellings which are available to rent from an Affordable Housing Provider which will include Affordable Rent Dwellings
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"Working Days"	means any day other than a Saturday Sunday or public or bank holiday in England

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule 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 interchangeably

2.4 Wherever there is 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 against each individually 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 deriving title through or under that party to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and Section 93 of the Local Government Act 2003 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

3.2 The covenants, restrictions and obligations under this Deed are planning obligations pursuant to Section 106 of the Act and may be enforced by the Council.

4. CONDITIONALITY

4.1 This Deed and the obligations contained herein is conditional upon

(a) the grant of the Planning Permission by the Secretary of State and the Secretary of State's decision letter containing a clear statement (whether in express terms or by expressly adopting a recommendation to that effect) that he has placed weight upon each Planning Obligation as a reason for granting planning permission in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 PROVIDED ALWAYS THAT if no reference is made to a particular obligation in the Secretary of State's decision letter that obligation shall be considered to be a reason for granting planning permission for the purposes of the aforementioned Regulations and PROVIDED FURTHER THAT if any Planning Obligation is determined by the Secretary of State not to constitute a reason for granting Permission because

it fails to satisfy the requirements of Regulation 122 of the CIL Regulations or falls within the scope of Regulation 123 of the CIL Regulations then that Planning Obligation (but no other part of this Undertaking) shall have no further force or effect and shall not be enforceable against any of the parties giving this Undertaking or their respective successors in title; and

(b) the Commencement of Development

SAVE FOR the provisions of Clauses 7, 8.3 and 10 (legal costs, local land charge and change of ownership clauses) and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council to observe and perform the Owner's Covenants set out in Schedule 2 and such of the provisions of Schedule 3 and otherwise of this Deed as constitute covenants or agreements by the Owner.

6. NOTICES AND RECORD KEEPING

6.1 Any notices required to be served pursuant to this Deed shall be deemed to have been properly served if delivered by hand or sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party or other such other address as may be notified by one party to other from time to time.

6.2 The Owner shall serve the Commencement Notice upon the Council at least twenty (20) Working Days prior to the Commencement of the Development.

7. THE COUNCIL'S COSTS

7.1 The Owner shall pay to the Council within 28-days of the grant of the Planning Permission the sum of £2,915 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

8. MISCELLANEOUS

8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers and duties of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of the functions as a local authority.

8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.3 This Deed shall be registerable as a local land charge by the Council.

8.4 Insofar as any clause or clauses of this Deed are 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.

8.5 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 (without the consent of the Owner) modified by any statutory procedure or expires prior to the Commencement of Development.

8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or part of the Land but without prejudice to liability for any subsisting breach arising in relation to that part prior to parting with such interest.

8.7 This Deed shall not be enforceable against:

8.7.1 owners occupiers or tenants of Dwellings (other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 2) nor against those deriving title from them;

8.7.2 any party solely as a result of such party possessing an interest in the Land relating to subsoil of land which has been adopted by the Council or any other relevant public body as maintainable at public expense;

8.7.3 statutory undertakers acquiring an interest in the Land for the purposes of their undertaking;

8.8 The provisions of paragraph 1 of Schedule 2 of this Deed (Affordable Housing) shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee **PROVIDED THAT** the Chargee has complied with the requirements of paragraph 1.11 of Schedule 2 of this Deed.

8.9 Representatives of the Council may enter upon the Land at any reasonable time upon reasonable prior written notice to ascertain whether the terms of this Deed are being or have been complied with.

8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9. WAIVER

9.1 No waiver (whether expressed or implied) by the Council 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 from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE OF OWNERSHIP

10.1 The Owner undertakes with the Council to give the Council immediate written notice of any change in the ownership of any of its interest in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferees name and address together with details of the part of the Land disposed of **PROVIDED THAT** this shall not apply in relation to the sale or lease of a single Dwelling

11. INDEXATION

11.1 The sums referred to in paragraph 2 and 3 of Schedule 2 shall be linked to the Index to the intent that the actual amounts to be paid shall be the amounts of the relevant payments as set out in Schedule 2 divided by the Index figure last published prior to the date on which the Planning Permission is granted multiplied by the Index figure last published before the due date for payment and "Indexation" shall be construed accordingly.

12. INTEREST

12.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

13. VAT

15.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

14. DISPUTE RESOLUTIONS

14.1 In the event of any dispute or difference arising between the Owner and the Council ("the Parties" and Party shall be construed accordingly) in respect of any matter contained in this Deed the Owner agrees that such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed by agreement between the Parties or in the absence of agreement as to the identity of the person by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute.

14.2 In the absence of agreement as to the appropriateness of the professional body then such question may be referred by any party to the president for the time being of the Royal Institution of Chartered Surveyors for him to determine the appropriate professional body.

14.3 Any person appointed pursuant to this clause shall act as an expert and his decision shall be final and binding on the Parties in the absence of manifest error or fraud.

14.4 The expert's costs shall be payable by the Parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the Parties in equal shares.

14.5 Any expert shall be appointed subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty (40) Working Days after appointment.

14.6 The expert shall be required to give notice to each of the said Parties requiring them to submit to him within ten (10) Working Days written submissions and supporting material and each party will be entitled to make a counter written submission on the other Party's original submission within a further ten Working Days.

15. SECTION 73 APPLICATIONS

15.1 The Owner declares that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this

Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein **AND PROVIDED THAT** in the event that upon receipt of a relevant application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligation.

16. JURISDICTION

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

17. EXECUTION AND DELIVERY

This Deed is executed as a deed by the Owner and is delivered on the date first hereinbefore written

IN WITNESS whereof the Owner has executed this Deed on the day and year first before written.

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE, DESCRIPTION OF THE SITE AND PLAN

Land at Long Sutton Lincolnshire being part of the land registered at the Land Registry under title numbers LL343187, LL264917 and LL348747 as shown edged red on the Plan

SCHEDULE 2

THE OWNER'S COVENANTS

The Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING

1.1 Not to Occupy or permit the Occupation of more than 40% of the Market Dwellings until the construction of all Affordable Dwellings has been commenced in accordance with the Affordable Housing Scheme and written notification of that commencement has been received by the Council

1.2 Not to Occupy or permit the Occupation of more than 60% of the Market Dwellings until (i) the construction of all Affordable Dwellings has been certified Practically Complete and (ii) (unless the provision of paragraph 1.7 below apply and the alternative Affordable Housing has been provided and/or the sums there referred to paid) the Affordable Dwellings excluding the First Homes have been transferred to the Affordable Housing Provider.

1.3 To use all reasonable endeavours to transfer the Affordable Dwellings excluding the First Homes which the Owner is obliged to provide under the Affordable Housing Scheme to the Affordable Housing Provider and/or the Council in accordance with paragraph 1.4 below (and should the Affordable Housing Provider be a provider (pursuant to Part 2 of the Housing and Regeneration Act 2008) registered with Homes England on terms that accord with relevant funding requirements of Homes England current at the date of construction of the Affordable Housing) and to have the Affordable Housing Provider enter into the Nomination Agreement.

1.4 The transfer shall contain inter alia the following:

1.4.1 a grant in favour of the Affordable Housing Provider of all rights of access passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings;

1.4.2 reservation of all rights of access and passage of services and rights of entry and all usual covenants reasonably necessary or appropriate for the beneficial enjoyment of the retained parts of the Land;

1.4.3 a covenant by the Affordable Housing Provider not to use the

transferred Affordable Housing other than for the purposes of providing Affordable Housing in perpetuity but subject to the exemption clauses at paragraph 1.10 and 1.11 below.

1.5 For the purposes of this Deed "all reasonable endeavours" shall include (but not necessarily limited to) the following:

1.5.1 the Owner diligently undertaking negotiations with all willing Affordable Housing Providers and/or the Council unless and until paragraph 1.7 below applies; and

1.5.2 the Owner keeping the Council informed of its progress in negotiating a sale when requested by the Council but in any event on a quarterly basis beginning with the Commencement of Development and proactively taking into account comments made by the Council on that progress

1.6 Where contracts are exchanged with an Affordable Housing Provider pursuant to paragraph 1.3 above to supply a certified copy of such contract to the Council within five (5) Working Days of such contract being entered into.

1.7 Where the Affordable Housing Provider is unwilling to take a transfer of an Affordable Dwelling and the Nomination Agreement and the Owner has supplied to the Council evidence of the use of all reasonable endeavours to secure a transfer of such Affordable Dwelling to an Affordable Housing Provider and a Nomination Agreement (including copies of any offers to and responses from any Affordable Housing Provider) and the Council having taken into account paragraph 1.5 above is satisfied (acting reasonably) that having used all reasonable endeavours the Owner is unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owner shall at the Council's discretion either:

1.7.1 provide instead an alternative tenure of Affordable Housing for that Affordable Dwelling such tenure to be approved in writing by the Council **AND** where any such Affordable Dwelling is a tenure referred to in this Deed then that Dwelling shall be subject to the relevant provisions of this Deed **SUBJECT TO** the Owner paying an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Schedule 5 Part 1 for the difference in values of the tenure of the Affordable Housing

such sum to be used for the provision of off-site Affordable Housing; or

1.7.2 pay to the Council an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Schedule 5 Part 2 and upon the Council providing written confirmation that such Affordable Housing Contribution has been received that Affordable Dwelling shall be discharged from the terms of this Deed and the Owner shall be free to sell that Dwelling on the open market to an individual purchaser

1.8 All Affordable Housing must be constructed in accordance with such guidance as shall be issued by Homes England or its successor and approved in writing by the Council however in the absence of such guidance or standards shall be constructed to a standard agreed in writing with the Council.

1.9 All Affordable Dwellings shall be evenly integrated and indistinguishable from the Market Dwellings. The distribution shown on the Affordable Housing Plan shall not breach this provision.

1.10 From the date of Practical Completion of the Affordable Dwellings they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

1.10.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

1.10.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty contained in paragraph 1.11 below; and

1.10.3 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor

1.11 The affordable housing provisions in this Deed shall not be binding on a Chargee **PROVIDED THAT** such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Dwellings 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** if such disposal has not completed within the three (3) month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely

2. EDUCATION CONTRIBUTION

2.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the Education Contribution has been paid to the Council in full

3. HEALTHCARE FACILITIES CONTRIBUTION

3.1 Not to Occupy or permit the Occupation of more than 50% of the Dwellings unless and until the Healthcare Facilities Contribution has been paid to the Council in full.

SCHEDULE 3
FIRST HOMES

1. OBLIGATIONS

Unless otherwise prior agreed in writing by the Council the Owner (with the intention that the following provisions shall bind the Land) covenants with the Council as below save that

1.1 paragraphs 2, 3, and 4 of this Schedule 3 shall not apply to a First Homes Owner;

1.2 paragraphs 5 and 6 of this Schedule 3 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

1.3 Paragraph 7 of this Schedule 3 applies as set out therein.

2. CLUSTERING

2.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.

2.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

3. TYPE AND DISTRIBUTION

3.1 The mix of First Homes provided within the Development (Full) shall be in accordance with the Affordable Housing Plan.

4. DEVELOPMENT STANDARD

4.1 All First Homes shall be constructed to no less than the standard applied to the Market Dwellings.

5. DELIVERY MECHANISM

5.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local) (if any)

5.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 5.1.2 shall cease to apply.

5.3 Subject to paragraphs 5.6 to 5.10 no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

5.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

5.4.1 The Council has been provided with evidence that:

5.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 applies also meets the Eligibility Criteria (Local) (if any);

5.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

5.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be South Holland District Council, Council Offices, Priory Road, Spalding, PE11 2XE

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 5.1 – 5.9 of Schedule 3 of the S106 Obligation a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Obligation" as the Deed made pursuant to Section 106 of the Town and Country

Planning Act 1990 (as amended) dated [ ] made by the Owner

d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

5.4.2 The Council has issued the Compliance Certificate

5.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"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 South Holland District Council of Council Offices, Priory Road, Spalding, PE11 2XE or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

5.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

5.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 5.1 and 5.2 of this Schedule 3 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible

to Dispose of that Dwelling as a First Home in accordance with paragraphs 5.3 and 5.4.1 of this Schedule 3; or

5.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

5.7 Upon receipt of an application served in accordance with paragraph 5.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price and the Owner of that First Home shall dispose of it to the Council accordingly

5.8 If the Council is satisfied that either of the grounds in paragraph 5.6 above have been made out it and the Council confirms in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 that the relevant Dwelling may be Disposed of:

5.8.1 to the Council at the Discount Market Price; or

5.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

then on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

5.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.6 above have been made out and within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 it serves notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the required timescale (which shall be no longer than six (6) months) then the owner of the First Home shall comply with such stated requirements. If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home they may serve further notice on the Council in accordance with paragraph 5.6 and twenty eight (28) days thereafter the Dwelling may be Disposed of other than as a First Home

5.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 5.8 or 5.9 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

5.11 Any requirement of payment of the Additional First Homes Contribution is subject to the Council prior to such payment being made agreeing that:-

5.11.1 within twenty eight (28) Working Days of such receipt the Council will provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.5 where such restriction has previously been registered against the relevant title, and

5.11.2 the Council agreeing to apply all monies received towards the provision of Affordable Housing

5.12 Any person who purchases a First Home free of the restrictions in this Schedule 3 and Schedule 2 (where relevant) pursuant to the provisions in paragraphs 5.9 and 5.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

6. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 6.1 – 6.4 below.

6.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

6.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting.

a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

6.3 A letting or sub-letting permitted pursuant to paragraphs 6.1 or 6.2 of this Schedule 3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

6.4 Nothing in this paragraph 6 of Schedule 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1 – 6 of this Schedule 3 shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver **PROVIDED THAT**:

7.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

7.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full First Home Market Value and subject only to paragraph 7.3

7.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

7.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

7.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.5 of this Schedule 3; and

7.4.2 apply all such monies received towards the provision of Affordable Housing

8. THE COUNCIL'S ADMINISTRATIVE COSTS

8.1 The Owner shall pay to the Council the First Homes Costs within 10 Working Days of the Disposal of the initial and subsequent sale of each First Home by the Owner to a First Homes Owner

SCHEDULE 4

NOMINATION AGREEMENT

Dated ***20....***

(1) South Holland District Council

and

(2) [REGISTERED PROVIDER]

NOMINATION AGREEMENT

Relating to land at
[LOCATION]

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/

***THIS DEED** is made the day of Two thousand and .....*

BETWEEN

(1) ***SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices Priory Road Spalding PE11 2XE ("the Council"); and*

(2) ***[REGISTERED PROVIDER]** whose registered office is situated at [registered office] ("the Association")*

RECITALS

(A) *The Council resolved on [insert date] to grant planning permission for the Development subject to the provision of ..... (...) dwellings to be delivered as affordable housing. The Council has agreed that [..... (...) Rented Dwellings shall be provided to meet the obligation to provide affordable housing.*

(B) *The Association intends to take a transfer of the Rented Dwellings and by this Deed the Association agrees with the Council that the said Rented Dwellings shall be let to occupiers in accordance with the nominations procedure detailed in Clause 4 below allowing the Council to nominate 100% of the initial tenants of each Rented Dwelling and thereafter at least 75% of the tenants of each Rented Dwelling.*

NOW THIS DEED WITNESSES AS FOLLOWS

1. *DEFINITIONS*

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

"the Development"	*means the erection of .... dwellings on land [insert location] with planning application reference .....*
"District"	*means the District of South Holland*
"Local Housing Need"	*means local housing need as determined by the Council in accordance with the Council's Housing Allocations Policy*

"Nomination Notice"	*means a notice served by the Council on the Association providing details of nominated prospective tenants for a Rented Dwelling in accordance with Clause 4.3.3 of this Deed*
"Protected Tenant"	*means any tenant who has:* *(a) exercised the right to acquire pursuant to the Housing Act 1996 or the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a Rented Dwelling; or* *(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a Rented Dwelling;*
"Rented Dwellings"	*means the ..... (...) rented dwellings (being plot numbers x, x, x and x on the Development) to be provided as affordable rented dwellings as defined in Annex 2 of the National Planning Policy Framework dated July 2021 or any replacement amendment or supplemental guidance to it on the land to which the nomination rights contained in Clause 4 shall relate*
"Vacancy Notice"	*means a notice served by the Association giving the Council notice that a Rented Dwelling is available for occupation or re-let as appropriate*
"Working Day"	*means any day other than a Saturday Sunday or public or bank holiday in England*

2. *CONSTRUCTION OF THIS DEED*

2.1 *Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule 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 interchangeably*

2.4 *Wherever there is 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 against each individually 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 deriving title through or under that party and in the case of the Council, successors to its functions.*

3. *NOTICES*

3.1 *Any notice or document which is required to be given under the terms of this Deed shall be sent by email and shall be deemed to be sufficiently served if signed by or on behalf of the party issuing the notice.*

3.2 *The Council's email for service is allocations@sholland.gov.uk (or such other email address as the Council may from time to time notify the Association).*

3.3 *The Association's email address for service is [RP Email Address] (or such other email address as the Association may from time to time notify the Council).*

3.4 *Service shall be deemed to be made on the day of transmission if transmitted before 4:00 pm on a Working Day but otherwise on the next following Working Day*

4. *NOMINATIONS PROCEDURE: RENTED DWELLINGS*

4.1 *Subject to the provisions of this Deed the initial occupiers of each of the Rented Dwellings shall be nominated by the Council*

4.2 *After the initial nominations and subject to the provisions of this Deed the Council shall have the right to nominate the occupiers of at least 75% of all Rented Dwellings which become vacant*

4.3 *Where the Council's rights of nomination apply the following provisions shall apply:*

4.3.1 *the Association shall serve on the Council a Vacancy Notice giving to the Council*

(a) *4 weeks' notice that a Rented Dwelling is ready for occupation in respect of an initial let; and*
(b) *5 Working Days' notice of impending vacancy of a Rented Dwelling in respect of a re-let*

4.3.2 *the Vacancy Notice shall include the following details:*

(a) *address of the Rented Dwelling;*
(b) *weekly rental and any service charges;*
(c) *number of bedrooms and maximum occupancy;*
(d) *age designation; and*
(e) *any other relevant information such as adaptations to the Rented Dwelling*

4.3.3 *The Council shall within ten (10) Working Days (in respect of an initial let) and five (5) Working Days (in respect of a re-let) of receipt of the Vacancy Notice serve on the Association a Nomination Notice containing in priority order details of as many names and addresses of persons known to the Council as being in Local Housing Need as the Council considers appropriate*

4.3.4 *If the initial Nomination is exhausted without the tenancy having been accepted the Association will notify the Council and the Council will have a further period of five (5) Working Days within which to provide a further Nomination Notice in accordance with the above provisions*

4.3.5 *A Rented Dwelling shall be offered to occupiers in accordance with the following provisions:*

(a) *the tenancy of a Rented Dwelling shall first be offered to the person whose name appears first on the Nomination Notice;*

(b) *if that person shall refuse or fail to accept the offer of a tenancy the Rented Dwelling shall be offered to the person whose name next appears on the Nomination Notice and if that person shall also refuse or fail to accept the offer of a tenancy then this process shall be repeated as often as may be necessary until **EITHER** the offer of a tenancy has been accepted **OR** the initial Nomination Notice and any further Nomination Notices have been exhausted without the tenancy having been accepted;*

(c) *where **EITHER** the initial Nomination Notice and any further Nomination Notices are exhausted without the tenancy having been accepted **OR** the Council fails to provide a Nomination Notice **OR** the Council advises that it is not aware of any persons whom it considers to be in Local Housing Need then the Association shall have the right to select the occupier of the Rented Dwelling from its own applications provided such person or persons are in Local Housing Need **BUT FOR THE AVOIDANCE OF DOUBT** it is hereby agreed that if the Association exercises such a right the tenancy shall not be considered a Council nomination for the purpose of determining the sequence of nominations provided for in this Deed.*

4.3.6 *the Association will notify the Council:*

(a) *within ten (10) Working Days of the end of the acceptance period where the prospective tenant fails to accept a tenancy;*

(b) *within ten (10) Working Days where a prospective tenant provisionally accepts a tenancy;*

(c) *within ten (10) Working Days where a prospective tenant refuses the tenancy including any reasons for refusal given;*

(d) *within ten (10) Working Days of any decision by the Association that the prospective tenant does not meet the Association's criteria including the reasons why the prospective tenant does not meet such criteria; and*

(e) *within three (3) Working Days of the start date of the tenancy*

4.3.7 *the Association will liaise with the Council where the Owner wishes to use for a management transfer any vacancy for which the Council has nomination rights.*

4.4 *the Association shall provide to the Council details of all lettings completed in respect of all Rented Dwellings such returns to be made quarterly to the Council.*

5. DISPUTES AND MEDIATION PROCEDURE

5.1 *Any disputed cases arising from this Deed will be discussed and dealt with by the Council's Housing Options Manager (or successor post) (or such other officer as the Council may from time to time notify the Association) and the Association's [insert post] (or successor post)*

5.2 *If they cannot decide then the Council's Assistant Director of Housing (or successor post) and the Association's [insert post] (or successor post) will discuss the case and make a final decision.*

6. AGREEMENTS AND DECLARATIONS

6.1 *This Deed is personal to the Association and the Council and for the avoidance of doubt* ***IT IS HEREBY DECLARED*** *that this Deed shall not bind*

6.1.1 *any Protected Tenant;*

6.1.2 *any mortgagee or charge of a Protected Tenant;*

6.1.3 *any mortgagee or charge of the Association or any receiver (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) or the whole or any part of the Rented Dwellings or any persons or bodies deriving title through such mortgagee or charge or Receiver*

6.2 *The parties hereto agree and declare that the parties hereto shall have the right to vary this Deed in writing if they jointly so wish*

Signed on behalf of ***SOUTH***

HOLLAND DISTRICT COUNCIL

Signed on behalf of

[ASSOCIATION]

SCHEDUE 5
AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

The Affordable Housing Contribution is calculated as follows: *A = (B less C) adjusted by D*

Where:

A = the Affordable Housing Contribution

B = the value of the relevant dwelling if subject to the alternative tenure referred to in paragraph 1.7.1 of Schedule 2 as determined by an independent expert or agreed by all parties

C = the value of the relevant dwelling(s) if subject to the tenure specified in the Affordable Housing Scheme in this Deed as determined by an independent expert or agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The costs for re-determining the values of B and C will be fully recharged to the Owner. The independent expert will be appointed and act under Clause 14.

Part 2

The Affordable Housing Contribution is calculated as follows: A = *(B less C) adjusted by D*

Where:

A = the Affordable Housing Contribution

B = the open market value of the relevant dwelling if it were not subject to the terms of this Deed as determined by an independent expert or agreed by all parties

C = the value of the relevant dwelling subject to the terms of this Deed as determined by an independent expert or agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be calculated by the independent expert appointed and acting under Clause 14 when no more than 60% of the Market Dwellings have been completed and will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The Owner will reimburse the Council for the full cost of the independent valuation in all but exceptional circumstances.

ANNEX A

AFFORDABLE HOUSING PLAN

LIME WALK - LONG SUTTON



NOTES:

N

House Type Schedule

1 Bed Houses
S/1/1 ... 4

2 Bed Houses
S/2/1 ... 4

3 Bed Houses
S/3/1 ... 4
S/3/2 ... 4
S/3/3 ... 4
S/3/4 ... 4
S/3/5 ... 4
S/3/6 ... 4

4 Bed Houses
S/4/1 ... 4
S/4/2 ... 4

Total = 48

Houses Breakdown

1 Bed Houses 4
2 Bed Houses 12
3 Bed Houses 28
4 Bed Houses 4

Total = 48

Open Space = 3.1ac (inclusive of attenuation basin)
Open Space = 0.9ac (Active Required)

Affordable housing provision
12 Rent
Private

SEAGATE HOMES

PROPOSED RESIDENTIAL DEVELOPMENT,
LAND OFF LIME WALK, LONG SUTTON, PE12 9HG

SITE LAYOUT

MD	11.09.2023
PLANNING	1:500 @A1

LWLS-SH-PO-SL-1001 B

0 5 10 20 30 40 50

SIGNED as a DEED by)
REBECCA ELIZABETH BUTT)
in the presence of)

RBUTT

Witness signs
Name
Address

MBreeze
MARTIN BREEZE
13 CHURCHFIELD
NORWICH
NR4 6UP.

SIGNED as a DEED by)
VICTORIA ALICE SNEATH)
in the presence of)

VASneath.

Witness signs
Name
Address

MBreeze
MARTIN BREEZE
13 CHURCHFIELD
NORWICH
NR4 6UP