

Dated

11 July

2022

- (1) **DOVER DISTRICT COUNCIL**
- (2) **THE KENT COUNTY COUNCIL**
- (3) **QUAYSIDE HOMES LIMITED**
- (4) **NATIONAL WESTMINSTER BANK PLC**

Deed of Variation

**pursuant to Section 106A of the Town and Country Planning Act 1990 relating to land
North of the River Stour, Ramsgate Road, Sandwich, Kent**

This Agreement is made the 11th day of July 2022

By

- (1) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park, Dover, Kent, CT16 3PJ ("**Council**"); and
- (2) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent, ME14 1XQ ("**County Council**"); and
- (3) **QUAYSIDE HOMES LIMITED** (company registration number 4780607) of Hardy's Yard, London Road, Riverhead, Sevenoaks, Kent, TN13 2DN ("**Owner**"); and
- (4) **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 250 Bishopsgate, London, EC2M 4AA and whose address for service is Credit Documentation, PO Box 339, Manchester, M60 2AH ("**Mortgagee**")

1 WHEREAS

- 1.1 The Council is the local planning authority for the purposes of sections 106 and 106A of the 1990 Act for the administrative area in which the Land is situated and is the authority by whom the obligations hereby created are enforceable.
- 1.2 The County Council is the local planning authority responsible for education and highways for the purposes of sections 106 and 106A of the 1990 Act for the administrative area in which the Land is situated and is the authority by whom the obligations hereby created are enforceable.
- 1.3 The Owner is the freehold owner of the Land subject to a charge in favour of the Mortgagee.
- 1.4 An agreement pursuant to section 106 of the 1990 Act dated 10 July 2003 was made between (1) Dover District Council; (2) RAMAC Holidays Limited; (3) The Kent County Council; and (4) SEEDA ("**2003 Agreement**").
- 1.5 The 2003 Agreement was varied by supplemental agreement dated 26 January 2011 ("**2011 Agreement**"), 18 December 2014 ("**2014 Agreement**") and 18 October 2018 ("**2018 Agreement**") together with the 2011 Agreement and the 2018 Agreement the "**Variation Agreements**").
- 1.6 This Deed of Variation is required to ensure that the planning obligations secured by the 2003 Agreement and varied by the Variation Agreements and that bind the Land are varied pursuant to the terms hereof.
- 1.7 Without prejudice to the terms of the other covenants contained in the 2003 Agreement (as varied by the Variation Agreements), the parties have agreed to enter into this Deed with the

intention that the obligations contained in this Deed are binding upon the Owner in respect of the Land and that such obligations can be enforced by the Council and County Council against the Owner and their successors in title in respect of the Land.

- 1.8 This Deed is made under section 106A of the 1990 Act and is supplemental to the 2003 Agreement (as varied by the Variation Agreements) only to the extent set out in this Deed.

NOW THIS DEED is made pursuant to section 106A of the 1990 Act and **WITNESSES** as follows:

2 INTERPRETATION

- 2.1 All references, clauses, definitions and paragraphs refer to the provisions of the 2003 Agreement (as varied by the Variation Agreements) unless expressly stated otherwise and are used in this Deed.
- 2.2 Clause headings shall not affect the interpretation of this Deed.
- 2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular, while a reference to one gender shall include a reference to the other genders.
- 2.6 A reference to any part shall include that party's personal representatives, successors in title or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and any subordinate legislation made thereunder provided that, as between the parties, no such amendment, extension or re-enactment shall apply to the Deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 2.8 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.9 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

3 STATUTORY PROVISIONS

This Deed is made pursuant to the provisions of section 106 and 106A of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2000, and any other enabling powers and is a planning obligation for the purposes thereof and the covenants contained herein shall bind the Land with the intent that it shall bind the interests of the Owner and its successors in title to each and every part of the Land and its assigns as provided in these clauses and in the clauses of the 2003 Agreement (as varied by the Variation Agreements).

4 VARIATIONS

The parties agree that the 2003 Agreement (as varied by the Variation Agreements) shall remain in full force and effect save as expressly varied by the Schedule.

5 OPERATIVE PROVISIONS

- 5.1 The variations to the 2003 Agreement (as varied by the Variation Agreements) set out in the Schedule to this Deed of Variation shall take effect upon the date hereof as though they had originally been contained within the 2003 Agreement (as varied by the Variation Agreements).
- 5.2 This Deed shall be construed as one with the 2003 Agreement (as varied by the Variation Agreements).
- 5.3 The provisions of the 2003 Agreement (as varied by the Variation Agreements) continue to be enforceable by the Council and to bind the Land in all respects save for as varied by this Deed, but for the avoidance of doubt the alterations and amendments hereby made shall to the extent only that they are material supersede specific provisions to the contrary in the 2003 Agreement (as varied by the Variation Agreements and this Deed) and the 2003 Agreement, the Variation Agreements and this Deed shall always be read together (mutatis mutandis) with the latter to that extent predominating.
- 5.4 No party shall be liable for breach of a covenant contained in this Deed after having parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

6 REGISTRATION AS A LAND CHARGE

The Council shall register this Deed as a local land charge.

7 GOVERNING LAW

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

8 CONTRACTUAL RIGHTS OF THIRD PARTY

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

9 COSTS

The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council up to a maximum of £660 incurred in the negotiation preparation and execution of this Deed.

The Owner shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation preparation and execution of this Deed.

IN WITNESS of which the parties have executed this Deed on the date first written above:

THE COMMON SEAL of
DOVER COUNCIL
was hereunto affixed
in the presence of:

[Redacted Signature]

Authorised Signatory



THE COMMON SEAL of
THE KENT COUNTY COUNCIL
was hereunto affixed
in the presence of:

[Redacted Signature]

Authorised Signatory



EXECUTED AS A DEED by
QUAYSIDE HOMES LIMITED

acting by:

Director

(s

(name)

Director/

(s

(name)

Signed and Delivered as a deed
for and on behalf of National Westminster
Bank Plc by a duly authorised Attorney)
in the presence of:-

employee

Witness

The Schedule
Amendments to the 2003 Agreement (as varied by the Variation
Agreements)

The parties hereby agree that the following amendments shall be made to the 2003 Agreement (as varied by the Variation Agreements):

1 DEFINITIONS AND INTERPRETATION

- 1.1 A new definition of "Affordable Intermediate Rent" is included as follows:

"Affordable Intermediate Rent"	a rent (inclusive of any service charge) which during the Initial Period does not exceed 80% of the Market Rent for the relevant Affordable Rentplus Dwelling;
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- 1.2 A new definition of "Affordable Rentplus Dwellings" is included as follows:

"Affordable Rentplus Dwellings"	the 14 Dwellings to be provided as Affordable Housing together with parking spaces (if any) provided pursuant to this Agreement and the Rentplus Model and subject to provisions for disposal as set out in Part 2 of the Schedule as shown on Plan SK101 Rev A, being plots 164, 165 and 172 – 183 (inclusive), together with any additional Dwellings on the Land which are to be provided as Affordable Housing Units which may in future be transferred by the Owner to a Rentplus Buyer and which will also be subject to the Rentplus Model and the provisions for disposal as set out in Part 2 of the Schedule;
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- 1.3 A new definition of "Initial Period" is included as follows:

"Initial Period"	a period of 12 months from and including the date of Practical Completion of the relevant Affordable Rentplus Dwelling;
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- 1.4 A new definition of "Intermediate Housing" is included as follows:

"Intermediate Housing"	Affordable Housing for sale and rent provided at a cost above Social Rent, but below market levels. These can include shared equity (Shared Ownership and equity loans), other low cost homes for sale and Affordable Intermediate Rent;
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- 1.5 A new definition of "Market Rent" is included as follows:

"Market Rent"	a rent valued using a recognised method adopted by the Royal Institution of Chartered Surveyors based on its principles for valuations in the RICS Valuation Standards;
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- 1.6 A new definition of "Occupation" is included as follows:

"Occupation"	to be lived in by a person or persons as a residential dwelling;
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- 1.7 A new definition of "Practical Completion" is included as follows:

"Practical Completion"	when the Affordable Rentplus Dwellings have been completed in accordance with the terms of the relevant building contract or development agreement as being fit for beneficial occupation as residential dwellings in accordance with a NHBC policy or equivalent requirements current at the date of inspection, subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Affordable Rentplus Dwellings and which would be reasonable to include in a snagging list, and Practically Complete shall be construed accordingly;
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- 1.8 A new definition of "Rentplus Buyer" is included as follows:

"Rentplus Buyer"	a Subsidiary Rentplus Company (or such other company or body to which the Council has given its prior written approval) and any mortgagee in possession of a Rentplus Buyer. The Rentplus Buyer will either (a) have entered into Rentplus Leases, or (b) will be legally bound to enter into Rentplus Leases, or (c) have taken a transfer of the Affordable Rentplus Dwellings subject to the Rentplus Leases and Rentplus Buyer includes a reference to the person entitled for the time being to the immediate reversion of the Rentplus Lease or Rentplus Leases;
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1.9 A new definition of "Rentplus Lease" is included as follows:

"Rentplus Lease"	a lease or leases of the Affordable Rentplus Dwellings granted by a Rentplus Buyer to a Registered Social Landlord on or within 20 Working Days of the Practical Completion of the Affordable Rentplus Dwellings on fully repairing and insuring terms for a 20 year term which includes Rentplus Buyer Break Events and Registered Social Landlord Break Events as described in the Rentplus Model;
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1.10 A new definition of "Rentplus Model" is included as follows:

"Rentplus Model"	an affordable housing model provided by Rentplus UK in collaboration with Registered Social Landlords, local authorities and developers summarised in Part 1 of the Schedule and the operation of which is described in Part 2 of the Schedule;
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1.11 A new definition of "Rentplus UK" is included as follows:

"Rentplus UK"	a private limited company registered in England and Wales with company number 08551599 whose registered office is at Floor 2, Studio 5-11, 5 Millbay Road, Plymouth, Devon PL1 3LF being the entity which has developed the Rentplus Model for Affordable Rentplus Dwellings as described in the Rentplus Model;
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1.12 A new definition of "Shared Ownership" is included as follows:

"Shared Ownership"	Affordable Housing Units which are sold by way of a Shared Ownership Lease;
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1.13 A new definition of "Shared Ownership Lease" is included as follows:

"Shared Ownership Lease"	a lease substantially in the form of Homes England's standard form of Shared Ownership Lease;
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1.14 The definition of "Social Housing Equivalent Rent" is deleted and replaced with the following:

"Social Rent"	Affordable Housing Units let at a rent which meets guideline target rents determined through the national rent regime. Rent levels should not exceed target rent levels recommended for the area and the type of accommodation by Homes England or successor body;
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1.15 A new definition of "Subsidiary Rentplus Company" is included as follows:

"Subsidiary Rentplus Company"	a subsidiary company of Rentplus-UK as subsidiary is defined in section 1159 of the Companies Act 2006.
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1.16 A new definition of "Working Day" is included as follows:

"Working Day"	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.
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2 AFFORDABLE HOUSING UNITS

2.1 Clause 7.1.1 is amended to insert the words "or a Rentplus Buyer" after the words "Registered Social Landlord"

2.2 Clause 7.2 shall be deleted and replaced as follows:

"7.2 Affordable Housing Units, excluding Affordable Rentplus Dwellings, provided by the Developer shall be made available:

7.2.1 at the Social Rent or if provided on a shared equity basis the rental element shall be the appropriate proportion of the Social Rent and by way of an Assured Shorthold Tenancy as defined by the Housing Act 1988 or equivalent form of tenancy as may be approved by the Council

7.2.2 as Intermediate Housing"

2.3 Clause 7.4.2 is amended to insert the words "Save for the Affordable Rentplus Dwellings" at the start of said clause.

2.4 Clause 7.7 is amended to insert the words "or Rentplus Buyer" after each "Registered Social Landlord"

2.5 Clause 7.11 is amended to insert the words "or Rentplus Buyer" after each "Registered Social Landlord"

2.6 Clause 7.15 is amended to insert the words "or Rentplus Buyer" after each "Registered Social Landlord"

- 2.7 Clause 7.19 is amended to insert the words "or Rentplus Buyer" after each "Registered Social Landlord"
- 2.8 Clause 7.22 is amended to insert the words "or Affordable Rentplus Dwellings" after "the Affordable Housing Units"
- 2.9 Clause 7.23 is amended to include the words "Save for any transfer to a Rentplus Buyer" at the start of the said clause.
- 2.10 Clause 7.24 is amended to include the words "Save for any transfer to a Rentplus Buyer" at the start of the said clause.
- 2.11 Clause 7.25 is deleted and replaced as follows:

"7.25 The obligations in this Agreement shall not be binding on 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 sites for uncompleted or completed Affordable Rentplus Dwellings or Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver; PROVIDED THAT

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Rentplus Dwellings or 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 Rentplus Dwellings or the Affordable Housing Units to a 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
- (b) if such disposal has not completed within the three month period the mortgagee, or chargee or Receiver shall be entitled to dispose of the sites comprising uncompleted or completed Affordable Rentplus Dwellings or the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely in relation to the sites comprising uncompleted or completed Affordable Rentplus Dwellings or the Affordable Housing Units."

- 2.12 A new Clause 7.26 is inserted as follows:

"7.26 Any Affordable Housing Units transferred to a Rentplus Buyer shall be subject to the provisions of the Schedule to this Agreement."

2.13 Clause 3.10 shall be varied as follows:

"3.10 The provisions of this Agreement shall not be binding upon nor enforceable against:

3.10.1 a Registered Social Landlord and/or the Rentplus Buyer other than Clause 7 (excluding clauses 7.1.3, 7.8, 7.12, 7.16, 7.20) and the Schedule.

3.10.2 an Affordable Rentplus Dwelling which has been sold pursuant to the provisions of the Schedule of this Agreement; or

3.10.3 a successor in title of the Rentplus Buyer, except in respect of the obligations in this Agreement relating to Affordable Rentplus Dwellings insofar as they remain enforceable against Rentplus Buyers of Affordable Rentplus Dwellings to the extent provided and permitted by this Agreement

3.10.4 any owner-occupier of an Affordable Housing Unit used as Intermediate Housing who has acquired 100% of the equity in that Affordable Housing Unit and any mortgagee or chargee of that Affordable Housing Unit"

3. RENTPLUS MODEL

A new Schedule should be added to the 2003 Agreement as follows:

SCHEDULE

PART 1

Rentplus Model

- 1 The Affordable Rentplus Dwellings shall be available to people eligible in accordance with the Dover District Council Housing Allocation Policy.
- 2 The Affordable Rentplus Dwellings shall be managed by a Registered Social Landlord and shall be provided in accordance with Part 1 and Part 2 of this Schedule.
- 3 The Affordable Rentplus Dwellings shall be available to tenants under fixed term assured shorthold tenancy agreements of up to five years ("Tenancies") some of which Tenancies will be renewable for further terms of up to five years to a maximum aggregate term for any individual Affordable Rentplus Dwelling of twenty years (i.e. four consecutive five year terms).

Affordable Rentplus Dwellings shall be let at an Affordable Intermediate Rent during the Initial Period and thereafter may be subject to annual reviews.

- 4 During the term of the Tenancies the Registered Social Landlord, will operate and manage the Affordable Rentplus Dwellings under the Rentplus Leases.
- 5 The Affordable Rentplus Dwellings will be offered for sale to existing tenants of Affordable Rentplus Dwellings (and others) pursuant to the provisions of Part 2 of this Schedule.
- 6 The Registered Social Landlord will have the option to purchase and retain any Affordable Rentplus Dwelling for Affordable Housing where there is no tenant who wishes to purchase the Affordable Rentplus Dwelling offered for sale, pursuant to the provisions of Part 2 of this Schedule.

PART 2

Planned Disposals of Affordable Rentplus Dwellings

1 Definitions:

Commencement Date: the commencement of the term of a Rentplus Lease which shall be on a date which is on or before 14 days from the date the Affordable Rentplus Dwelling is Practically Complete being ready and available for use and Occupation.

Five Year Period: a five-year period during the term of a Rentplus Lease. The first Five Year Period commences on the Commencement Date, the second Five Year Period commences on the fifth anniversary of the Commencement Date, the third Five Year Period commences on the tenth anniversary of the Commencement Date and the fourth Five Year Period commences on the fifteenth anniversary of the Commencement Date.

Open Market Value: the market value (as defined in the definition of Valuation Standards (paragraph VS3.2) of the RICS Valuation – Professional Standards incorporating the IVS, Global and UK edition (March 2012) or any replacement thereof current at the relevant time of the valuation of the Affordable Rentplus Dwelling, disregarding any occupational or Section 106 restrictions that may apply.

Planned Disposals: the disposals of the Affordable Rentplus Dwellings on or as soon as practicable after the Planned Disposal Dates in accordance with this Agreement.

First Planned Disposal Date: the fifth anniversary of the Commencement Date; **Second Planned Disposal Date:** the tenth anniversary of the Commencement Date; **Third Planned Disposal Date:** the fifteenth anniversary of the Commencement Date; **Fourth Planned Disposal Date:** the day immediately following the end of the Fourth Five Year Period together the Planned Disposal Dates.

RP: the Registered Social Landlord holding the Rentplus Lease as tenant.

RP Break Event: an event which gives the RP the right to determine the Rentplus Lease as follows:

- (a) an Affordable Rentplus Dwelling remains vacant during any Five Year Period after being offered for letting for a period exceeding three months; or
- (b) an Affordable Rentplus Dwelling has fallen vacant within the period of two years prior to the end of a Five Year Period.

Rentplus Buyer Break Events:

- (a) the occurrence of an event described in the Rentplus Lease which provides a right for the Rentplus Buyer to terminate the Rentplus Lease if the rent payable under the Rentplus Lease when reviewed on each fifth anniversary of the Commencement Date results in a reviewed rent which is less than the Affordable Intermediate Rent reserved in the Tenancy Agreement granted out of that Rentplus Lease at the Commencement Date; and
- (b) the right to serve up to 12 months' notice (but no less than 3 months' notice) to break the Rentplus Lease on either the fifth, tenth or fifteenth anniversaries of the Commencement Date to facilitate the Planned Disposals in accordance with paragraph 2 of this Part 2 of Schedule 2.

Tenancy Agreement: a fixed term assured shorthold tenancy of an Affordable Rentplus Dwelling let by a Registered Social Landlord on an Affordable Intermediate Rent for a term of up to five years.

2 Planned Disposals of Affordable Rentplus Dwellings

The Affordable Rentplus Dwellings may be sold by the Rentplus Buyer at Open Market Value on or after the Planned Disposal Dates in tranches with priority and precedence as described below:

2.1 Up to 25% (and where 25% produces a fraction the nearest whole number of Affordable Rentplus Dwellings that is a minimum of 25% of the total number of Affordable Rentplus Dwellings at the Land) of the Affordable Rentplus Dwellings at the Land may be offered for sale during the first Five Year Period provided completion of such sales shall not occur before the First Planned Disposal Date offered as follows:

2.1.1 first to the tenant in Occupation of the Affordable Rentplus Dwelling on the following terms:

- (a) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Open Market Value to the tenant ("Offer Tenant") on the sale of the Affordable Rentplus Dwelling (the "Gifted Deposit/Discount");

- (b) If after 28 days of making an offer to sell as described above the Offer Tenant has not accepted the offer, or an offer having been accepted the said offer the Offer Tenant does not complete his purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Offer Tenant) on or within 28 days after the First Planned Disposal Date an offer may be made:

2.1.2 next, either to a tenant living in another Affordable Rentplus Dwelling on the Land, or to a tenant living in another Affordable Rentplus Dwelling owned by the same Rentplus Buyer elsewhere in the Council area (a "**Substituted Tenant**") on the following terms:

- (a) the same provisions as in paragraphs 2, 2.1 (a) (i) and (ii) of Part 2 of this Schedule 2 shall apply; and
- (b) if after 28 days of making an offer to sell as described above the Substituted Tenant has not accepted the offer, or an offer having been accepted by the Substituted Tenant the Substituted Tenant does not complete his purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Substituted Tenant) on or within 28 days after the First Planned Disposal Date an offer may be made next:

2.1.3 to the RP (provided that if the RP has confirmed in writing to the Rentplus Buyer at any time that it does not require an offer to be made to it the offer may be made, but is not required to be made, to any other Registered Social Landlord) for purchase at Open Market Value on the following terms:

- (a) the same provisions as in paragraphs 2, 2.1 (a) (i) and (ii) of Part 2 of this Schedule 2 shall apply save that the RP will only benefit from a discount equivalent to the Gifted Deposit/Discount provided the RP retains the Affordable Rentplus Dwelling for letting at an Affordable Intermediate Rent; or
- (b) if the RP at its discretion acquires the Affordable Rentplus Dwelling for Shared Ownership with the Offer Tenant or a Substituted Tenant in which event the Gifted Deposit/Discount will be allocated between the Registered Social Landlord and the Offer Tenant or Substituted Tenant as the case may be in accordance with their respective interests in the Affordable Rentplus Dwelling; and
- (c) if after 10 days of making an offer to sell to the RP as described above the RP has not accepted the offer, or an offer having been accepted the RP does not complete its purchase of the Affordable

Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the RP) on or within 28 days after the First Planned Disposal Date an offer may be made;

2.1.4 for sale of the Affordable Rentplus Dwelling on the open market.

2.2 Where open market sales of Affordable Rentplus Dwellings are completed pursuant to paragraph 2.1(d) of Part 2 of this Schedule, seven and one half a percent 7.5% of the gross sale proceeds will be paid to the Council, with the intention that such funds will be used by the Council for the provision of future Affordable Housing at its sole discretion.

2.3 Up to 25% (and where 25% produces a fraction the nearest whole number of Affordable Rentplus Dwellings that is a minimum of 25% of the total number of Affordable Rentplus dwellings at the Land) of the Affordable Rentplus Dwellings at the Land may be offered for sale as set out in paragraph 2.1 of this Part 2 of this Schedule during the second Five Year Period provided completion of such sales shall not occur before the Second Planned Disposal Date.

2.4 Up to 25% (and where 25% produces a fraction the nearest whole number of Affordable Rentplus Dwellings that is a minimum of 25% of the total number of Affordable Rentplus dwellings at the Land) of the Affordable Rentplus Dwellings at the Land may be offered for sale as set out in paragraph 2.1 of this Part 2 of this Schedule during the third Five Year Period provided completion of such sales shall not occur before the Third Planned Disposal Date.

2.5 During the fourth Five Year Period the remaining Affordable Rentplus Dwellings which are unsold at the Land may be offered for sale as set out in paragraph 2.1 of this Part 2 of the Schedule provided that completion of such sales shall not occur before the Fourth Planned Disposal Date.

3 Other circumstances permitting the sale of an Affordable Rentplus Dwelling

3.1 In addition to the sales on or after the Planned Disposal Dates, Affordable Rentplus Dwellings may be sold by the Rentplus Buyer in the following circumstances on:

- (a) a RP Break Event occurring and the Rentplus Lease terminating; or
- (b) a Rentplus Buyer Break Event occurring and the Rentplus Lease terminating;

the Rentplus Buyer may offer the Affordable Rentplus Dwellings for which the Rentplus Lease has terminated pursuant to sub paragraphs 3(a) and 3 (b) of Part 2 of this Schedule 2 for sale on the open market provided that seven and one half a percent 7.5% of the gross sale proceeds will be paid by the Rentplus Buyer to the Council, on the same basis as set out in paragraph 2.2 of this Part 2 of this Schedule provided always that any sales of Affordable Rentplus Dwellings pursuant to clause

3(a) will be in substitution for rather than in addition to any sales relating to the Planned Disposal Dates pursuant to paragraph 2.1 of Part 2 of this Schedule so that the total number of sales of Affordable Rentplus Dwellings pursuant to paragraph 3(a) of Part 2 of this Schedule shall not exceed 25% of the original number of Affordable Rentplus Dwellings at the Land in any Five Year Period without the written approval of the Council provided that such restriction on the number of sales of Affordable Rentplus Dwellings shall not apply to the sale of Affordable Rentplus Dwellings pursuant to paragraph 3(b) of Part 2 of this Schedule.

4 Oversubscription for Sale

If there are more tenants wishing to purchase their Affordable Rentplus Dwellings than are available under the Planned Disposals pursuant to paragraph 2 of this Part of this Schedule, additional Affordable Rentplus Dwellings may be sold if approved by the Council in writing such approval not to be unreasonably withheld.

THE COMMON SEAL OF THE KENT
COUNTY COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF:-

Authorised Signatory

Proposed 450mm

connection
between Ditch C (truncated by sheet
piling) and existing
outfall.

Sealed pipe to be
designed to withstand an
internal head
pressure up to
5.3mAoD (i.e. connection
of external ditches through
to outfall)

Existing river outfall (east)
renovated (including new
flap valve)

Internal flap valve on
450mm pipe (to protect
development from possible
flood water from northern
ditch)

Flood protection sheet piling line,
top level 5.3m AoD

Proposed storage ditch

Public open space
2 levels, lower level located on
outside face of bank not accessible
to general foot traffic. Upper level
approx 2.2m above with access
path running along inside of
defence.

581-2012



A: 20.10.2017: Phasing & drainage information added		
Rev	Date	Description
		C1231 6121 61

