

DATED

6 November

2023

(1) DOVER DISTRICT COUNCIL

and

(2) THE KENT COUNTY COUNCIL

and

(3)

DEED OF AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to Land South of Cauldham Lane, Capel-le-Ferne, CT18 7HG

PLANNING APPLICATION NUMBER: 23/00401

KEN002:001325

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THIS DEED is dated

6 November

2023

PARTIES

- (1) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park, Dover, Kent, CT16 3PJ ("**District Council**");
- (2) **THE KENT COUNTY COUNCIL** of Sessions House County Hall, Maidstone, Kent, ME14 1XQ ("**County Council**")
- (3) [REDACTED] ("**Owner**")

BACKGROUND

- (A) The District Council and the County Council are local planning authorities for the purposes of the Act for the area in which the Land is situated.
- (B) The County Council is also a principal council within the meaning of section 270(1) of the Local Government Act 1972 and is the statutory authority responsible for education, local highways, waste, libraries, youth services, community learning, and adult social care for the area within which the Land is situated and the appropriate statutory body to enforce this Deed and the covenants made to it for the purposes of Section 106 of the Act.
- (C) The Owner is the freehold owner of the Land which is subject to an Option Agreement dated 20 January 2022 in favour of Esquire Developments Limited but otherwise free from encumbrances.
- (D) The Planning Application has been submitted to the Council for Planning Permission for the Development.
- (E) The District Council having regard to the provisions of the Draft Dover District Local Plan and to all other material considerations has recommended approval of the Planning Permission for the Development subject to the prior completion of this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed:

1.1 Definitions:

the Act:

means the Town and Country Planning Act 1990 as amended

Affordable Housing:

means affordable housing as defined in Annex 2 to the National Planning Policy Framework (or any future

policy or guidance document that replaces or supplements it from time to time) and shall be provided in accordance with the provisions of Part 1 of the First Schedule to this Deed and includes Shared Ownership Units and First Homes.

Affordable Housing Commuted Sum: means a commuted sum payment to be agreed in writing between the Owner and the District Council (each party acting reasonably) and to be paid by the Owner to the District Council which should be sufficient to provide Affordable Housing outside of the Development and which shall be calculated in accordance with the provisions of section 3 of the Addendum to the Affordable Housing Supplementary Planning Document published by the Council in July 2011

Affordable Housing Plan: means a plan to be submitted to the District Council in accordance with the provisions of the First Schedule to this Deed setting out the number, location, size, tenure, type and specification of the Affordable Housing Units to be constructed on the Land

Affordable Housing Units: means thirty percent (30%) of the Dwellings to be provided as Affordable Housing and in accordance with the Affordable Housing Plan and which shall for the avoidance of doubt include 1 First Home (as defined in Schedule 6)

Commencement of Development: means the carrying out of a material operation pursuant to the Planning Permission within the meaning of section 56(4) of the Act save that for the purposes of this Deed and for no other purpose operations consisting of:

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial work in respect of any contamination or other adverse ground conditions

- (f) diversion and laying of services
- (g) erection of temporary means of enclosure
- (h) the temporary display of site notices or advertisements

shall not amount to commencement and all references to "Commencement" shall be construed accordingly

Community Learning Contribution: means the sum of £16.42 (Sixteen Pounds and Forty Two Pence) per Dwelling to be paid to the County Council in accordance with the ~~First~~ ^{Second} Schedule and as a contribution towards additional equipment, resources and classes for new learners to be delivered local to the Development.

County Council Costs: means the County Council's proper and reasonable legal and administrative costs for the preparation and execution of this Deed

County Council Index: means the General Building Costs Index as prepared by the BCIS for the RICS or such other index as the County Council may reasonably nominate in the event that the Index shall no longer be published or its name or methodology be materially altered

Development: means the erection of up to 16 dwellings (with all matters reserved except access), as referred to in the Planning Application.

the Disputes Resolution Procedure: means the procedure referred to in clause 13 and set out in the Fifth Schedule hereto

the District Council's Costs: means the sum of £880 being the agreed contribution to the District Council's proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed

Dwelling: means a building erected or proposed to be erected upon the Property pursuant to the Planning Permission or a Section 73 Permission or part of such building designed for residential occupation by a single household and includes flats;

Homes England: means the non-departmental public body responsible for creating thriving communities and affordable

homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body that may replace it in either function

Housing Allocation Policy:

means the District Council's policy in force from time to time in respect of the allocation of affordable housing units

the Index:

means the "all items" index figure of the Index of Retail Prices published by the Office for National Statistics or such other index as the District Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered

Interest:

interest at 4% above the base rate of the Bank of England from time to time

Integrated Children's Service Contribution:

means the sum of £65.50 (Sixty Five Pounds and Fifty Pence) per Dwelling to be paid to the County Council in accordance with the First Schedule and as a contribution towards additional equipment and resources for the Integrated Children's Services in Dover District including outreach provision.

the Land:

means the land South of Cauldham Lane, Capel-le-Ferne, CT18 7HG shown edged red on the Plan being the land registered at HM Land Registry with absolute title under title number K428630

Library Service Contribution:

means the sum of £55.45 (Fifty Five Pounds and Forty Five Pence) per Dwelling to be paid to the County Council in accordance with the First Schedule and as a contribution towards additional resources, equipment and stock (including digital infrastructure and resources) to be made available at local libraries serving the Development including Dover Library and the mobile library serving Capel le Ferne.

Market Housing Units:

means part of the Development which is general market housing for sale on the open market at Market Value and which is not Affordable Housing or First Homes

Market Value:

means the estimated amount for which a local asset or liability should exchange on the valuation date between the willing buyer and the willing seller in an

arm's length transaction after proper marketing and where the parties had each acted knowledgeably prudently and without compulsion on the basis that it is assessed in accordance with the Royal Institution of Chartered Surveyors (RICS) Valuation – Professional Standards 2017 UK Edition commonly known as the Red Book (or any subsequent updated version)

Monitoring Contribution

the sum of £236 as a contribution towards the District Council's costs of monitoring the compliance of the Development with the terms of this Deed

Occupation:

means occupation for any purpose permitted by the Planning Permission but does not include occupation by personnel engaged in the construction fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or long leasehold interest to a third party Occupation commences the date of legal completion of the sale rather than exchange of contracts and "Occupy" "Occupier" "Occupiers" and "Occupied" shall be construed accordingly

Open Space Contribution:

means the sum of £8,890.79 payable to the District Council in accordance with the First Schedule and shall be applied towards the provision of accessible greenspace, children's equipped play space and allotments / community gardens within the district of Dover.

Plan:

means the plan attached at Appendix A.

Planning Application:

means the application for outline planning permission for the Development registered by the District Council on 18 March 2023 under reference number 23/00401.

Planning Permission:

means the planning permission to be granted for the Development pursuant to the Planning Application and any planning permission granted by the District Council pursuant to an application made under S73 of the Act in accordance with clause 6.3 of this Deed

Playing Pitches Contribution:

means the sum of £15,811 payable to the District Council in accordance with the First Schedule and shall be applied towards the provision of natural grass

pitches and artificial grass pitches within the district of Dover.

Practical Completion:

means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term "Practically Complete" shall be construed accordingly

Protected Tenant:

means any tenant or leaseholder who:

- (a) has exercised any statutory right to acquire or buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit pursuant to Part V of the Housing Act 1985; or
- (b) is a leaseholder of a Shared Owner Unit and has subsequently purchased from the freeholder all the remaining equitable shares in that Shared Ownership Unit so that the said tenant or leaseholder owns the freehold of the entire Shared Ownership Unit; or
- (c) has exercised a 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 Housing Unit

Reasonable Endeavours:

means (specifically in the context of the disposal of Affordable Housing Units to a Registered Provider) the Owner acting diligently, in good faith and with all due urgency but also as a commercially prudent housebuilder to procure a viable offer for the transfer of the Affordable Housing Units (in their entirety or in part) from a Registered Provider

Registered Provider:

means a registered provider of social housing as defined in the Housing and Regeneration Act 2008

Secondary Education Contribution:

means the sum of £4,540 (Four Thousand Five Hundred and Forty Pounds) per Dwelling to be paid to the County Council in accordance with the Second Schedule and as a contribution towards the expansion

of secondary schools in the Dover non-selective and Dover district selective planning groups.

Shared Ownership Lease:

means a lease to be granted for each Shared Ownership Unit which shall accord with the requirements of and be consistent with any model shared ownership lease from time to time, of the Regulator of Social Housing (or any statutory successor)

Shared Ownership Lessee:

means the tenant of a Shared Ownership Lease

Shared Ownership Units:

the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease in accordance with paragraph (d) of Annex 2 of the NPPF where the percentage equity share to be marketed and the percentage rent payable on the retained equity is agreed in writing between the District Council and the Registered Provider before the units are marketed to the public

Social Care Contribution:

means the sum of £146.88 (One Hundred and Forty Six Pounds and Eighty Eight Pence) per Dwelling to be paid to the County Council in accordance with the First Schedule and as a contribution towards specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities and Changing Places within the district of Dover.

Sports Facilities Contribution:

means the sum of £16,848 payable to the District Council in accordance with the First Schedule of this Deed and shall be applied towards the provision of indoor bowls facilities, sports halls and swimming pools

Statutory Undertakers:

means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015

Regulator of Social Housing:

means part of Homes England (as formed by Part 1 of the Homes and Regeneration Act 2008) and which is regulator of social housing within the meaning of the Homes and Regeneration Act 2008 or any successor to that function

Trigger Date:

means each date upon which a Trigger Event occurs

Trigger Event:	means any event that triggers a payment of any sum by the Owner and / or the coming into effect of any other obligation under this Deed
Waste Contribution:	means the sum of £54.47 (Fifty Four Pounds and Forty Seven Pence) per Dwelling to be paid to the County Council in accordance with the First Schedule and as a contribution towards works at Dover HWRC to increase capacity,
Working Day:	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions
- 2.2 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment for the time being in force and shall include all statutory instruments directions orders regulations plans permissions or byelaws for the time being made issued or given under the statute or deriving validity from it.
- 2.3 Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4 Words denoting persons include companies corporations and firms and vice versa.
- 2.5 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 2.6 Headings are for ease of reference only and shall not be construed as part of this Deed.
- 2.7 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Deed.
- 2.8 Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and/or against each individually unless there is an express provision otherwise.
- 2.9 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the Act (to the extent that they fall within the terms of Section 106 of the Act), Section 111 of the Local Government Act 1972 (to the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act) and all other enabling powers.
- 3.2 All the covenants restrictions and requirements contained herein create planning obligations pursuant to Section 106 of the Act and are entered into by the Owner to the intent that it shall bind the Owner and its successors in title to each and every part of the Land and their assigns and shall be enforceable by the District Council and the County Council against the Owner.

4. CONDITIONALITY

This Deed is conditional on:

- 4.1 The grant of Planning Permission; and
- 4.2 The Commencement of Development

save for the provisions of clauses: 3, 4, 5.3(a), 5.3(d), 5.3(e), 8.3, 8.7, 8.8, 12, 13, and 15.

5. THE OWNER'S COVENANTS

- 5.1 The Owner undertakes to the District Council to observe the restrictions and perform the obligations set out in the First Schedule.
- 5.2 The Owner undertakes to the County Council to observe the restrictions and perform the obligations set out in Second Schedule.
- 5.3 The Owner undertakes to the District Council and separately to the County Council:
- (a) to give notice to both the District Council and the County Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice").
 - (b) Within 14 (fourteen) days after any Trigger Date to notify both the District Council and the County Council of the date and the event that occurred on the Trigger Date.
 - (c) To retain such records and information and within 14 (fourteen) days of a written request by the District Council or the County Council to provide the District Council or the County Council with such records and information as the District Council or the County Council request to enable the District Council or the County Council to satisfy itself that the Owner is complying with all their obligations under this Deed and the conditions to be attached to the Planning Permission.

- (d) To pay the District Council's Costs on completion of this Deed.
- (e) To pay the County Council's Costs on completion of this Deed.

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to perform the obligations set out in the Third Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to perform the obligations set out in the Fourth Schedule.

8. MISCELLANEOUS

- 8.1 No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs pursuant to a disposal to an unconnected third party but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2 This Deed shall determine and cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or modified other than at the request of the Owner by the District Council pursuant to the Act without the written consent of the Owner or if the Planning Permission expires or is otherwise withdrawn prior to the Commencement of Development.
- 8.3 In the event that an application is made by the Owner (or at the request of the Owner) under Section 73 of the Act for any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Act this Deed shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 78 of the Act and the covenants or provisions in this Deed shall be deemed to be accordingly modified to correspond to any such varied permission unless the District Council considers that a separate deed pursuant to section 106 and/or s106A of the Act is required to secure the relevant planning obligations in relation to the new permission.
- 8.4 Any notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described in this Deed or such other address as shall have been notified in writing to the party giving the notice consent or approval and in the case of:

a notice to be served on the District Council:

it should be addressed to the Head of Planning and Development quoting reference: DOV/23/00401 with a copy to developer.contributions@dover.gov.uk and

in the case of the County Council:

it should be marked for the attention of the Office of the General Counsel quoting reference: KEN002.001325 with copy to developer.contributions@kent.gov.uk.

- 8.5 Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Deed.
- 8.6 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.
- 8.7 This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 8.8 Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.9 No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors in title.
- 8.10 This Deed does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.11 Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 8.12 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 8.13 This Deed shall not be enforceable against owner-occupiers or tenants of individual Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them nor their mortgagees.
- 8.14 This Deed shall not be enforceable against Statutory Undertakers holding land for their operational purposes.
- 8.15 This Deed shall not be enforceable against a Registered Provider.
- 8.16 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 including any new permission granted pursuant to an application by the Owners under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed.

- 8.17 Any person or body acquiring the benefit of a legal charge over the Land shall have no liability under this deed unless it takes possession of the Land or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9. WAIVER

- 9.1 No waiver (whether express or implied) by the District Council or the County Council or the Owner of any breach or default by another party in performing or observing any of the covenants and terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party.

10. INDEXATION

- 10.1 Any sum which becomes payable under this Deed other than the District Council's Costs and the County Council's Costs shall be increased by an amount equivalent to
- (a) in respect of the contributions payable to the District Council the increase in the Index from the date hereof until the date on which such sum is payable; and
 - (b) in respect of the contributions payable to the County Council the increase in the County Council Index from April 2020 (360.3) until the date on which such sum is payable.

11. INTEREST

- 11.1 In the event of any delay in making payment required under this Deed Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.

12. CHANGE IN OWNERSHIP

- 12.1 The Owner agrees with the District Council to give the District Council and County Council immediate written notice of any change in 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 transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a site plan.

13. DISPUTE RESOLUTION

- 13.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Dispute Resolution Procedure set out in the Fifth Schedule.

- 13.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all the parties to the dispute.

14. RIGHT OF INSPECTION

- 14.1 The Owner shall upon reasonable notice (without prejudice to the District Council's and the County Council's statutory rights of entry) permit any person duly authorised by the District Council or the County Council to enter that part of the Land that is being or has been developed pursuant to the Planning Application to ascertain whether there is or has been any breach of the obligations hereunder and any such person authorised by the District Council or the County Council shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council or the County Council being concerned with regard to a possible breach it shall use its reasonable endeavours to notify the Owners as soon as reasonably practicable in order that the matter may be discussed with the Owner and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 14 shall prevent the District Council or the County Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

15. JURISDICTION

- 15.1 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.

16. DELIVERY

- 16.1 This Deed is delivered on the date written at the start and the provisions of this Deed shall be of no effect until this Deed has been dated.

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties the day and year first before written.

FIRST SCHEDULE – OBLIGATIONS TO THE DISTRICT COUNCIL

PART 1 – Affordable Housing

The Owner covenants with the District Council as follows:

1. CONSTRUCTION AND USE OF THE AFFORDABLE HOUSING UNITS

- 1.1 Prior to Occupation of any Dwelling on the Land the Owner will submit the Affordable Housing Plan to the District Council for approval.
- 1.2 The Owner shall construct and arrange Practical Completion of the Affordable Housing Units in accordance with the approved Affordable Housing Plan and the Planning Permission prior to Occupation of 60% (sixty percent) of the Market Housing Units.
- 1.3 In relation to the Occupation of the Affordable Housing Units:
 - (a) from the date of Practical Completion of the Affordable Housing Units not to use the Affordable Housing Units other than for Affordable Housing; and
 - (b) the Affordable Housing Units are not to be Occupied otherwise than in accordance with the District Council's Housing Allocation Policy

save that these obligations shall not be binding on:

- (i) any mortgagee or chargee of the whole or any part of the Affordable Housing Units;
- (ii) any mortgagee or chargee of the purchaser of an individual Affordable Housing Unit;
- (iii) any purchaser from a mortgagee or chargee of an individual Affordable Housing Unit;
- (iv) pursuant to any default by the individual mortgagor; or
- (v) any Protected Tenant; or
- (vi) any 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 (however appointed) including a housing administrator (each a "**Receiver**") of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- (vii) the mortgagee or chargee or Receiver appointed by such mortgagee or chargee will notify the District Council in writing immediately the mortgagee or chargee has an enforceable power of sale;

- (viii) the mortgagee or chargee or Receiver shall use its reasonable endeavours to dispose of the relevant Affordable Housing Unit to a Registered Provider which the District Council may nominate in writing ("**Nominee**"). For the avoidance of doubt such mortgagee or chargee or Receiver shall not be under any obligation to dispose of the relevant Affordable Housing Unit for any sum less than monies outstanding pursuant to the said legal charge or mortgage;
- (ix) if the mortgagee or chargee or Receiver shall not have entered into a contract to dispose of the relevant Affordable Housing Units in accordance with paragraph (viii) above within 3 (three) months of notifying the District Council in accordance with paragraph (vii) above the mortgagee, chargee or Receiver may (but without imposing an obligation on the mortgagee, chargee or Receiver) dispose of the relevant Affordable Housing Units on the open market to a willing buyer or buyers free from the provisions of this Deed and any land which is so disposed of shall be free from the provisions of this Schedule.

2. **TRANSFER OF THE AFFORDABLE HOUSING TO THE REGISTERED PROVIDER**

- 2.1 Subject to paragraph 2.3 of this Part 1 of this First Schedule, prior to the Commencement of Development to notify the District Council of the identity of the Registered Provider to which the Affordable Housing Units are to be transferred.
- 2.2 Subject to paragraph 2.3 of this Part 1 of this First Schedule, not to Commence Development until a contract to dispose of the Affordable Housing Units has been entered into with the Registered Provider.
- 2.3 If despite the Reasonable Endeavours of the Owner to secure a contract to dispose of the Affordable Housing Units to a Registered Provider for a period of not less than 3 months no Registered Provider has entered into a contract to purchase the Affordable Housing Units, the Owner shall notify the District Council in writing (the "Notification") and the District Council shall have 28 Working days from receipt of the Notification within which to recommend a Nominee to whom the Owner shall use Reasonable Endeavours to contract to transfer the Affordable Housing Units under the terms of this Schedule PROVIDED THAT:
 - (a) if the District Council fails to recommend a Nominee within 28 Working Days of the Notification; or
 - (b) in the event that a Nominee is recommended by the Council within 28 Working Days of the Notice and the Owner has used Reasonable Endeavours to enter into a contract for the disposal of the Affordable Housing Units to the Nominee but despite the Reasonable Endeavours of the Owner no contract has been agreed with the Nominee for the disposal of all or any of the Affordable Housing Units within 3 months from the date of the Notice

the Owner may (at their absolute discretion) dispose of such Affordable Housing Units on the open market free of the obligations and restrictions at paragraph 1 of this Part 1 of the First Schedule and in lieu of the on-site provision of (the relevant) Affordable Housing Units the Owner shall prior to Occupation of 60% (sixty percent) of the Market Housing Units pay to the District Council the Affordable Housing Commuted Sum to be applied towards the provision of alternative Affordable Housing Units within the administrative area of the District Council.

PART 2 – Open Space Contribution

1. To pay the Open Space Contribution to the District Council prior to the Occupation of 75% of the Dwellings and not to Occupy more than 75% of the Dwellings unless and until the Open Space Contribution has been paid to the District Council in full.

PART 3 – Playing Pitches Contribution

1. To pay the Playing Pitches Contribution to the District Council prior to Occupation of 75% of the Dwellings and not to Occupy more than 75% of the Dwellings unless and until the Playing Pitches Contribution has been paid to the District Council in full.

PART 4 – Sports Facilities Contribution

1. To pay the Sports Facilities Contribution to the District Council prior to Occupation of 75% of the Dwellings and not to Occupy more than 75% of the Dwellings unless and until the Sports Facilities Contribution has been paid to the District Council in full.

PART 5 – Monitoring Contribution

1. To pay the Monitoring Contribution to the District Council per Trigger Event within 21 Working Days of each respective Trigger Event.

SECOND SCHEDULE – OBLIGATIONS TO THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

Community Learning Contribution

1. To pay the Community Learning Contribution to the County Council prior to 50% Occupation of the Dwellings on the Land.
2. Not to Occupy or permit Occupation of 50% of the Dwellings on the Land unless and until the Community Learning Contribution has been paid to the County Council in full.

Integrated Children's Service Contribution

3. To pay the Integrated Children's Service Contribution to the County Council prior to Occupation of 25% (twenty five percent) of the Dwellings on the Land.
4. Not to Occupy or permit the Occupation of more than 25% of the Dwellings on the Land unless and until the Integrated Children's Service Contribution has been paid to the County Council in full.

Library Services Contribution

5. To pay the Library Services Contribution to the County Council prior to 50% Occupation of the Dwellings on the Land.
6. Not to Occupy or permit Occupation of 50% of the Dwellings on the Land unless and until the Library Services Contribution has been paid to the County Council in full.

Social Care Contribution

7. To pay the Social Care Contribution to the County Council prior to 50% Occupation of the Dwellings on the Land.
8. Not to Occupy or permit Occupation of 50% of the Dwellings on the Land unless and until the Social Care Contribution has been paid to the County Council in full.

Secondary Education Contribution

9. To pay the Secondary Education Contribution to the County Council in the following instalments:

- 9.1 First payment of 33% (thirty three percent) shall be paid prior to Commencement of Development; and *SB NR* *all* Not to Commence Development on the Land unless and until the 33% of the Secondary Education Contribution has been paid to the County Council.
- 9.2 Second payment of 33% (thirty three percent) shall be paid prior to the Occupation of any Dwelling on the Land; and *SB NR* *all* Not to Occupy or permit Occupation of any Dwelling on the Land unless and until the second 33% of the Secondary Education Contribution has been paid to the County Council.
- 9.3 Third payment of 34% (thirty four percent) shall be paid prior to Occupation of 25% (twenty five percent) of the Dwellings on the Land. *SB NR* *all* Not to Occupy or permit Occupation of 25% of the Dwellings on the Land unless and until the final 34% of the Secondary Education Contribution has been paid to the County Council.
- Waste Contribution**
10. To pay the Waste Contribution to the County Council prior to Commencement of Development.
11. Not to Commence or permit the Commencement of Development unless and until the Waste Contribution has been paid to the County Council in full.

THIRD SCHEDULE – THE DISTRICT COUNCIL’S COVENANTS

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed
2. The District Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the District Council shall agree.
3. At the payee's request to return any part of the sums aforesaid which shall not have been used for the purposes set out above within a period of 10 years from the date of the payment of the last contribution together with simple interest at the base rate prevailing from time to time of HSBC Bank Plc calculated from the date of receipt of the relevant sum by the District Council as evidenced by the District Council's official receipt provided that the District Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.
4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when the District Council is satisfied that such obligations have been performed.

FOURTH SCHEDULE – THE COUNTY COUNCIL’S COVENANTS

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed.
2. The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree.
3. At the payee’s request to return any part of the sums aforesaid which shall not have been used for the purposes set out above within a period of 10 years from the date of the Occupation of the last Dwelling to be so Occupied within the Development together with any interest earned from the date of receipt of the relevant sum by the County Council as evidenced by the County Council’s official receipt provided that the County Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.

FIFTH SCHEDULE – DISPUTE RESOLUTION PROCEDURE

1. In the event of any dispute or difference arising between the parties to this Deed (save for the contributions which have been agreed between the parties) in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) 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 and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any 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.
2. In the absence of agreement as to the appointed or suitability of the person to be appointed pursuant to paragraph 1 of this Schedule or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
3. Any expert howsoever appointed shall be subject to the express requirement that a decision was 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 twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.
4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
5. The provisions of this paragraph shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

SIXTH SCHEDULE – FIRST HOMES

INTERPRETATION

The following words and expressions below shall mean as follows:-

"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 this Schedule, 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.
"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
"Cluster"	shall mean a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units
"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 applies the Eligibility Criteria (Local)
"Development Standard"	means a standard to fully comply with the following:- "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 - 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 - Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited

	Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) <i>[and</i> and the same may be amended by written agreement of the Parties in accordance with paragraph 4.1
"Discount Market Price"	means a sum which is the 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 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
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and 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).
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: 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 (Local) (if any); and any or all of criteria (i) (ii) and (iii) below are met: - the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or - the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this agreement the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home

"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: a Disposal to a spouse or civil partner upon the death of the First Homes Owner 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 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 Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 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
"First Home"	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: the Developer; or another 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; or the freehold a tenant or sub-tenant of a permitted letting under paragraph 6
"First Time Buyer"	means a first time buyer as defined by paragraph 5 of Schedule 6ZA to the Finance Act 2003
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)
"Income Cap (National)"	means: in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London), ninety thousand pounds (£90,000); and in the case of any other First Home, 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
"Key Worker"	means a person employed or with a confirmed job offer in such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker
"Local Connection Criteria"	means such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria". which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria.
"Market Housing Unit"	means any Dwelling forming part of the Development which is general market housing for sale on the open market and which is not an Affordable Housing Unit or First Home
"Market Value"	means the open market value as assessed by a Valuer of 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 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
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"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 Four Hundred and Twenty Thousand Pounds (£420,000)] if the First Home is situated within the administrative area of any London Borough Council including the City of London or such other amount as may be published from time to time by the Secretary of State

"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

1 OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

- 1.1 paragraphs 2, 3 and 4 shall not apply to a First Homes Owner;
- 1.2 paragraphs 5 and 6 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 applies as set out therein.

2. QUANTUM OF FIRST HOMES

- 2.1 1 (one) of the Dwellings on the Site shall be identified reserved and set aside as First Home in accordance with the approved Affordable Housing Plan and shall be provided and retained as a First Home in perpetuity subject to the terms of this Schedule.

3. TYPE AND DISTRIBUTION

The First Home provided within the Site shall be in accordance with the distribution in the Affordable Housing Plan

4. DEVELOPMENT STANDARD

All First Homes shall be constructed to:-

- 5.1 the Development Standard current at the date of this Agreement; and
- 5.2 no less than the standard applied to the Market Housing Unit.

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 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) (if any), 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 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

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

"means the provisions set out in clause[s] [] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [] [and] (3) []

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 and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 5.3 and 5.4.1 have been met

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 [Local Authority] of [address] 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 Developer 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 (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; 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
- 5.8 If the Council is satisfied that either of the grounds in paragraph 5.6 above have been made out it shall confirm 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
- and 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 then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 5.6 following which the Council must within 28 days issue confirmation in writing that 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 Upon receipt of the Additional First Homes Contribution the Council shall:
- 5.11.1 within 56 working days of such receipt, 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
 - 5.11.2 apply all monies received towards the provision of Affordable Housing

- 5.12 Any person who purchases a First Home free of the restrictions in schedule 5 of this Deed 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. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- 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 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 paragraph 6.1 or 6.2 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 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 Deed in relation to First Homes 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:

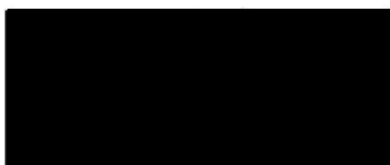
- 7.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 7.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full 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; and
 - 7.4.2 apply all such monies received towards the provision of Affordable Housing

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of
DOVER DISTRICT COUNCIL
was affixed to this Deed
in the presence of:-



Authorised Signatory

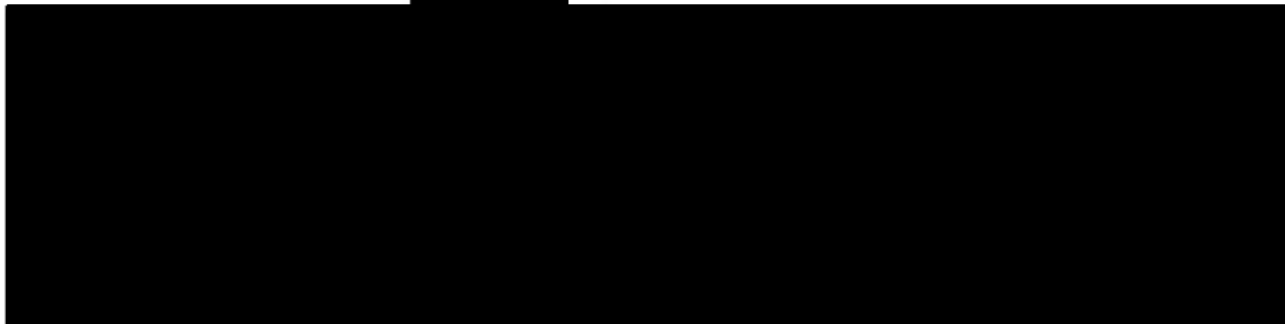


The COMMON SEAL of
THE KENT COUNTY COUNCIL
was hereunto affixed
in the presence of: -



SIGNED AS A DEED by

[Redacted] in the
presence of:



APPENDIX A- PLAN



Harvey Rudel
14545



Site Location Plan

Site Location Plan 1:1250 @ A3

ON ARCHITECTURE

Canterbury Studio
Logan House, St Andrews Close
Canterbury,
CT1 2RP
info@onarchitecture.co.uk
onarchitecture.co.uk
01227 634334

Project Title
Proposed Residential Development
at Cauldham Lane, Capel-le-Ferne
Gwent Gwent
Esquire Developments Ltd

Drawing Title
Site Location Plan

BIM Number N/A	Date 1:1250 @ A3 February 2023	Down DK	Checked DK
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DRAFT

Project No.	Drawing No.	Status	Revision
23.128	100		P1