

DATED

16 May 2024

(1) [REDACTED]

(2) [REDACTED] [REDACTED]

(3) [REDACTED] [REDACTED]

(4) GREENLIGHT DEVELOPMENTS LIMITED

(5) NATIONWIDE BUILDING SOCIETY

(6) DOVER DISTRICT COUNCIL

(7) KENT COUNTY COUNCIL

**DEED ENTERED INTO UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT
1990 (AS AMENDED)**

relating to Land at Churchfield Farm, The Street,
Sholden, Deal CT14 0AL
DOV/23/00205



Pinsent Masons

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APPENDIX 1

APPENDIX 2

THIS DEED is made on

16 May 2024

BETWEEN:-

- (1) [REDACTED] (the "First Owner");
- (2) [REDACTED] (the "Second Owner");
- (3) [REDACTED] (the "Third Owner");
- (4) **GREENLIGHT DEVELOPMENTS LIMITED** (Company no. 09984575) of Sansome Lodge, 4 Sansome Walk, Worcester WR1 1LH (the "Developer");
- (5) **NATIONWIDE BUILDING SOCIETY** of Nationwide House, Pipers Way, Swindon SN38 1NW (the "Mortgagee");
- (6) **DOVER DISTRICT COUNCIL** of White Cliffs Business Park, Dover CT16 3PJ (the "District Council"); and
- (7) **KENT COUNTY COUNCIL** of County Hall, Maidstone ME14 1XQ (the "County Council").

WHEREAS:-

- (A) The First Owner is the freehold owner of part of the Site which is registered at HM Land Registry under title number K370310 and which forms part of the Site as shown edged red on the Plan.
- (B) The Second Owner is the freehold owner of part of the Site which is registered at HM Land Registry under title number K458580 and subject to a legal charge dated 4 March 2013 in favour of the Mortgagee and which forms part of the Site as shown edged red on the Plan.
- (C) The Third Owner is the freehold owner of part of the Site which is registered at HM Land Registry under title numbers K521755 and K476024 and which forms part of the Site as shown edged red on the Plan.
- (D) The Mortgagee has the benefit of a legal charge dated 4 March 2013 over part of the Site registered at Land Registry under Title Number K458580.
- (E) The Developer has entered into the Option Deeds with the Owners.
- (F) The Developer submitted the Planning Application to the District Council.
- (G) For the purposes of the 1990 Act, the District Council is the local planning authority for the area within which the Site is located.
- (H) The County Council is the Education Authority and a local planning authority and responsible for community learning and skills, Integrated Children's Services, library services, adult social care and waste for the area in which the Site is situated.
- (I) The District Council has resolved to grant the Planning Permission subject to completion of this Deed.
- (J) The District Council and the County Council consider that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms and satisfy the requirements of Regulation 122 of The Community Infrastructure Levy Regulations 2010.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Additional First Homes Contribution"	<p>means, in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 4.8, 4.9 or 6 of Part 2 of Schedule 1, at the lower of the following two amounts:</p> <p>(a) 30% of the proceeds of sale; and</p> <p>(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</p> <p>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</p>
"Adult Social Care Contribution"	means the sum of £146.88 per Dwelling paid as a contribution towards the provision of specialist care, accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities and Changing Places within Dover District
"Affordable Housing"	means affordable housing as defined in Annex 2 to the NPPF
"Affordable Housing Land"	means the land within the Site upon which the Affordable Housing Units are to be constructed
"Affordable Housing Mix"	means the mix of house types (including number of bedrooms) to be provided as Affordable Housing as part of Development to reflect the mix of house types set out in Table 1 below unless otherwise agreed in writing by the District Council:-

Table 1

Unit type	Affordable Rented Housing	Intermediate Housing	First Homes
1 bed/ 2 person	6	0	2
2 bed / 4 person	2	3	2
3 bed/ 5 person	5	3	3
4 bed/ 6 person	2	0	0
Totals	15	6	7

"Affordable Housing Scheme"

means a scheme for the provision of Affordable Housing which shall include details of: (i) the numbers, type, tenure and location on the Site of the Affordable Housing in accordance with Affordable Mix (unless otherwise agreed in writing by the District Council), and ii) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced

"Affordable Housing Units"

means the 30% of the Dwellings which shall be constructed for Affordable Housing in accordance with the approved Affordable Housing Scheme, 54% of which shall be Affordable Rented Housing and 21% of which shall be Intermediate Housing and 25% of which shall be First Homes, and an "Affordable Housing Unit" shall be constructed accordingly

"Affordable Rented Housing"

means affordable housing for rent as defined in in Annex 2: Glossary to the NPPF where:-

- (a) a rent is set in accordance with the Government's rent policy for affordable rent or is at least 20% below local market rents (including service charge where applicable) and
- (b) the landlord is a Registered Provider

"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

"Base Index Date"

means the date of the grant of Planning Permission

"Base Index Figure"

means the figure published in respect of the Relevant Index immediately prior to the Base Index Date

"Chargee"

means any mortgagee or chargee of the Registered Provider, the successors in title to such a mortgagee or chargee, or any receiver or manager (including an administrative receiver) appointed to

pursuant to the Law of Property Act 1925 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 any housing administrator

"Chargee's Duty"

means the tasks and duties set out in Schedule 1 paragraph 4

"Commencement Date"

means the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act other than (for the purposes of this Deed and no other):-

- (a) site investigations or surveys
- (b) archaeological works
- (c) site decontamination
- (d) the demolition of any existing buildings or structures
- (e) excavation works
- (f) the clearance or re-grading of the Site
- (g) the erection of hoardings and fences
- (h) works connected with infilling
- (i) works for the provision or diversion of drainage or mains services to prepare the Site for development
- (j) investigations for the purpose of assessing ground conditions and
- (k) temporary display of site notices or advertisements

and **"Commence"** and **"Commencement of Development"** shall be construed accordingly

"Community Learning and Skills Contribution"

means the sum of £16.42 per Dwelling to be paid to the County Council as a contribution towards additional resources and equipment for Adult Education Centres serving the Development including outreach provision

"Compliance Certificate"

means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 4.2 of Part 2 of Schedule 1 applies the Eligibility Criteria (Local)

"County Council Contributions"

means Secondary Education Contribution, Community Learning Contribution, Integrated Children's Services Contribution, Library Contribution, Adult Social Care Contribution and/or Waste Contribution (as the context requires)

"County Council's Fees"

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

"County Monitoring Fee"	Council	means the sum of £900 (being £300 for each trigger) as a contribution towards the County Council's costs of monitoring compliance with this Deed
"Date of Completion"	Practical	means the date of issue of a certificate of practical completion by the Owners' architect or, if the Development is constructed by a party other than the Owners, by that other party's architect
"DDA Compliant"		means compliant with the wheelchair accessibility requirements of the Equalities Act 2010 and Building Regulations approved document Part M
"Development"		means the development of the Site for the erection of up to 94 dwellings (comprising up to 15 affordable rental dwellings, 6 intermediate homes, 7 first homes and up to 66 market dwellings), publicly accessibly open space (including children's play area), attenuation pond and creation of vehicular access (two dwellings to be demolished) (appearance, landscaping, layout and scale of development to be reserved) and proposed amendments to highways arrangements as more particularly described in the Planning Application and pursuant to the Planning Permission
"Development Standards"		<p>means a standard to fully comply with the following:-</p> <ul style="list-style-type: none"> (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015; (b) all national construction standards and planning policy relating to design published by the Secretary of State or by the Council as at the date on which the Planning Permission is granted; (c) The Principles of Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited as at the date on which the Planning Permission is granted <p>and the same may be amended by written agreement of the parties</p>
"Discount Market Price"		means a sum which is the Market Value discounted by at least 30%
"Disposal"		<p>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:</p> <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with paragraph 5 of Part 2 of Schedule 1 (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 <p>and "Disposed" and "Disposing" shall be construed accordingly</p>

"District Contributions"	Council	means the NHS Contribution, Outdoor Sports Contribution and/or SPA Contribution (as the context requires)
"District Council's Costs"		means 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 unit of residential accommodation comprised within the Development and constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Eligibility Criteria (Local)"		<p>means criteria (if any) published by the District 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:</p> <ul style="list-style-type: none"> (d) 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 (e) any or all of criteria (i) (ii) and (iii) below are met: <ul style="list-style-type: none"> (i) 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 (ii) 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 <p>it being acknowledged that at the date of this agreement the District Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home</p>
"Eligibility Criteria (National)"		<p>means criteria which are met in respect of a purchase of a First Home if:</p> <ul style="list-style-type: none"> (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National)
"Exempt Disposal"		<p>means the Disposal of a First Home in one of the following circumstances:</p> <ul style="list-style-type: none"> (f) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

- (g) 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
- (h) 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
- (i) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 6 of Part 2 of Schedule 1 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 5 of Part 2 of Schedule 1

"Final Index Date"	means the figure published or otherwise agreed or determined in respect of the Relevant Index immediately prior to the respective dates upon which the relevant contribution (or instalment thereof) is paid
"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 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
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> (a) the Developer; or (b) 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 (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 5 of Part 2 of Schedule 1
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Homes England"	means Homes England created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and includes any successor body exercising similar functions

"Income Cap (Local)"	means such other local income cap as may be published from time to time by the District 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 District Council has not set an Income Cap (Local)
"Income Cap (National)"	means: <ul style="list-style-type: none"> (a) eighty thousand pounds (£80,000); and (b) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
"Index"	means the General Building Costs Index from April 2020 @ 360.3 as prepared by the BCIS for the RICS or such other index as the County Council may reasonably nominate in writing in the event that the General Building Costs Index shall no longer be published or its name or methodology be materially altered
"Integrated Children's Services Contribution"	means the sum of £65.50 per Dwelling to be paid to the County Council as a contribution towards the provision of additional resources and equipment for the Integrated Children's Service in Dover District, including outreach provision
"Interest"	means interest at 4% above the base rate of the Bank of England from time to time
"Intermediate Housing"	has the meaning set out in paragraph (d) "Other affordable routes to home ownership" of the definition of "Affordable Housing" in Annex 2: Glossary to the NPPF
"Intermediate Housing Unit"	means an Affordable Housing Unit to be provided as Intermediate Housing in accordance with the Affordable Housing Scheme paragraph and "Intermediate Housing Units" shall be construed accordingly
"Key Worker"	means categories of employment as may be 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
"Library Contribution"	means the sum of £55.45 per Dwelling to be paid to the County Council as a contribution towards the provision of additional resources, equipment and stock (including reconfiguration of space at local libraries serving the Development including Deal Library and/or the mobile library serving Sholden)
"Local Connection Criteria"	means either (a) or (b) below: <ul style="list-style-type: none"> (a) criteria which are met by a person who satisfies one or more of (i) or (ii) below: <ul style="list-style-type: none"> (i) is ordinarily resident within the administrative area and has been for a continuous period of not less than consecutive months prior to exchange of contracts for the First Home; and/or

	(ii) who has close family association with the Dover District Council administrative area by reason of a parent or child who is ordinarily resident within the Dover District Council administrative area
	(b) 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 Units"	means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
"Market Value"	the open market value as assessed by a Valuer of Dwelling as confirmed to the District 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
"Monitoring Fee"	means the sum of £239 paid as a contribution to the District Council towards the cost of monitoring the compliance of the Development with the terms of this Deed
"NHS Contribution"	means the sum of £864.00 per Dwelling paid as a contribution towards the cost of refurbishment, reconfiguration and/or extension of Balmoral Surgery and/or Sandwich Medical Practice and/or St Richard Surgery and/or The Cedars Surgery and/or Manor Road Surgery and/or towards new general practice premises serving the Development
"NPPF"	means the National Planning Policy Framework issued by the Department for the Communities and Local Government and dated September 2023 (and as may be subsequently amended)
"Occupation"	means occupation of the Development or part thereof for the purposes permitted by the Planning Permission but not occupation for the purposes of construction, fitting out or decoration for marketing or display purposes or in connection with security operations and "Occupy" and "Occupied" shall be construed accordingly
"Option Deeds"	means <ul style="list-style-type: none"> (i) the promotion and option deed dated 8 April 2016 made between the First Owner and the Developer; (ii) the option deed dated 14 April 2022 made between the First Owner, the Developer and Greenlight Developments Limited (Isle of Man);

- (iii) the option deed dated 4 July 2017 made between the Second Owner and the Developer;
- (iv) the option deed dated 15 February 2022 made between the Second Owner and the Developer; and
- (v) the option deed dated 6 September 2017 between the Third Owner and the Developer

"Outdoor Sports Contribution"

means a financial contribution towards the provision or improvement of off-site outdoor sports facilities and playing fields served by the Development and calculated as follows:

- (a) natural grass pitches at Deal & Betteshanger Rugby Football Club - £851.72 per Dwelling;
- (b) artificial grass pitches within the district of Dover - £150.77 per Dwelling;
- (c) sports halls at Tides Leisure Centre, Deal - £498.91 per Dwelling; and
- (d) swimming pools at Tides Leisure Facility, Deal - £548.60 per Dwelling

"Owners"

means together the First Owner, the Second Owner and the Third Owner

"Plan"

means drawing number 22-50-PL-213 Rev entitled Site Boundary Plan and annexed to this Deed as Appendix 1

"Planning Application"

means the application for outline planning permission for the carrying out of the Development made by the Developer and given the District Council's reference number 23/00205

"Planning Permission"

means the planning permission to be granted by the District Council pursuant to the Planning Application

"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)

"Protected Tenant"

means any tenant who:-

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit or

	(c) was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit
"Registered Provider"	means a registered provider of social housing within the meaning of section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England or any other body who may provide or fund affordable housing from time to time
"Relevant 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
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secondary Education Contribution"	means the sum of £4,540.00 per applicable house and £1,135.00 per applicable flat (excluding one bedroom Dwellings) to be paid to the County Council and to be used towards the expansion of secondary schools in Dover District
"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
"Site"	means the land at Churchfield Farm, The Street, Sholden, Deal, CT14 0AL shown edged red on the Plan against which this Deed may be enforced
"SPA Contribution"	<p>means the financial contribution to be calculated in accordance with the following:-</p> <ul style="list-style-type: none"> (a) 1 bedroom Dwelling - £112 (b) 2 bedroom Dwelling - £224 (c) 3 bedroom Dwelling - £337 and (d) 4 bedroom Dwelling - £449 <p>to be paid to the District Council and to be used towards the funding of the warden resource at the Thanet Coast and Sandwich Bay SPA sites</p>
"Trigger Event"	<p>means an event that:</p> <ul style="list-style-type: none"> (a) triggers payment of a sum by the Owners to the District Council pursuant to Part 1, Part 2 and/or Part 3 to Schedule 3 of this Deed; and/or

- (b) the coming into effect of any of the obligations specified in paragraphs 1.1, 1.3 and 1.4 of Part 1 to Schedule 1 and/or paragraph 1.3 of Schedule 2 of this Deed
- "Trigger Event Date"** means the date of a Trigger Event which for the avoidance of doubt are as follows:
- (a) Commencement of Development;
 - (b) Occupation of 25% of the Dwellings;
 - (c) Occupation of 50% of the Dwellings;
 - (d) Occupation of 50% of the Market Housing Units; and
 - (e) Occupation of 80% of the Market Housing Units
- "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
- "Waste Contribution"** means the sum of £54.47 per Dwelling paid as a contribution to the County Council towards works at Dover HWRC to increase capacity
- "Wheelchair Accessible Units"** means the DDA compliant "Affordable Housing Units" which are wheelchair accessible units in accordance with Building Regulations Part M4(2): Accessible and Adaptable Dwellings (or such requirement standard in force at the time of construction of the units) to meet the housing needs of those identified with mobility needs
- "Working Days"** means any day which is not a Saturday, a Sunday, a bank holiday nor a public holiday in England
- 1.2 The Clause headings in this Deed are for reference only and do not affect its construction or interpretation.
- 1.3 References to Clauses and Schedules are to the Clauses and Schedules of this Deed, unless stated otherwise.
- 1.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 1.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 1.6 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 1.7 Unless this Deed states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 1.8 References to the Site include any part of it.
- 1.9 References to any party in this Deed include the successors in title of that party and in the case of the District Council and County Council include any successor local planning authority exercising planning powers under the 1990 Act.

- 1.10 References to "including" means "including, without limitation".
- 1.11 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.12 Where two or more people form a party to this Deed, the obligations they give may be enforced against them all jointly or against each of them individually.
- 1.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed shall be unaffected.
- 1.14 The Developer enters into this Deed in order to consent to the Site being bound by its terms only and (save for its obligation in Clause 6) the Developer shall have no liability under this Deed unless or until it becomes successor in title to the Owners in respect of the Site PROVIDED THAT its liability will cease once it has parted with its interest in the Site (without prejudice to its liability for any subsisting breach of covenant prior to parting with such interest).

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to the provisions of section 106 of the 1990 Act and shall constitute and shall be deemed to contain planning obligations for the purpose of section 106 of the 1990 Act and in the event of a breach it shall be enforceable by the District Council and County Council as local planning authorities pursuant to all powers enabling and all enactments which may be relevant for the purposes of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owner's respective interest in the Site subject to the exceptions in Clause 2.6.
- 2.2 Without prejudice to the generality to Clause 2.1 this Deed is further made pursuant to sections 11 and 120 of the Local Government Act 1972, section 2 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and section 1 of the Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.
- 2.3 No person will be liable for breach of a covenant restriction or obligation contained in this Deed after they have parted with all their entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest and neither the reservation of any rights or the inclusion of any covenants or restrictions over the property in any transfer or other disposition of the Site or any part thereof will constitute an interest for the purposes of this Clause 2.3.
- 2.4 If any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.
- 2.5 This Deed will be registered as a local land charge by the District Council.
- 2.6 Upon the full satisfaction of all the terms of this Deed the Owners may request that the District Council or the County Council (as appropriate) procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.
- 2.7 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.
- 2.8 Nothing in this Deed:-
- 2.8.1 prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, whether or not pursuant to an appeal; nor

- 2.8.2 shall be construed as restricting the exercise by the District Council and County Council of any powers exercisable by it under the 1990 Act or under any other Act in the exercise of their functions as a local authority.
- 2.9 The obligations in this Deed will not be enforceable against:-
- 2.9.1 individual purchasers or lessees of Dwellings (or their respective mortgagees or chargees); or
 - 2.9.2 a statutory undertaker which acquires any part of the Site or any interest in it for the purposes of its statutory Deed of function; or
 - 2.9.3 any Registered Provider (save in respect of the obligations in Schedule 1); or
 - 2.9.4 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.
3. **COMMENCEMENT**
- This Deed will take effect on the Commencement Date except for this Clause 3 and Clauses 1, 2, 5, 6, 7, 9, 10, 10, 11 and 11 which shall take effect on the date of this Deed.
4. **OBLIGATIONS OF THE PARTIES**
- 4.1 The Owners covenant to comply with the obligations expressed to be on their part set out in this Deed and the associated Schedules to this Deed in relation to the Development.
- 4.2 The Owner covenants with the District Council and separately with the County Council:-
- 4.2.1 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;
 - 4.2.2 not later than 14 days after any Trigger Event Date to notify the District Council and the County Council as applicable of the date and the Trigger Event(s) that occurred on that Trigger Event Date; and
 - 4.2.3 to retain such records and information relating to the notices provided at pursuant to paragraphs 4.2.1 and 4.2.2 above and within 14 days of a written request by the District Council and County Council to provide the District Council or the County Council with such records and information as the District Council or the County Council reasonably 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.
- 4.3 The District Council covenants with the Owners to perform the obligations as set out in this Deed and the associated Schedules to this Deed.
- 4.4 The County Council covenants with the Owner to perform the obligations as set out in this Deed and the associated Schedules to this Deed.
5. **TERMINATION OF THIS DEED**
- 5.1 This Deed will come to an end if:-
- 5.1.1 the Planning Permission is not granted;
 - 5.1.2 the Planning Permission is quashed, varied or revoked before the Commencement Date other than with the consent of the Owners; or

5.1.3 the Planning Permission expires before the Commencement Date without having been implemented,

and in such case this Deed shall forthwith determine and cease to have effect with the exception of this Clause 5.

6. LEGAL COSTS

The Developer shall pay to the District Council ~~and County Council~~ on the date of this Deed the District Council's Costs.

7. NOTICES

7.1 Any notice, consent, demand or any other communication served under this Deed will be effective only if in writing and delivered by hand or sent by first class post, pre-paid or recorded delivery

7.2 Any notice, consent, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

7.3 Any notice given in accordance with sub-Clause 7.1 and 7.2 will be deemed to have been received:-

7.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9:00am on a Working Day, the notice will be deemed to have been received at 9:00am on that day, and if delivery occurs after 5:00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9:00am on the next Working Day; or

7.3.2 if sent by pre-paid first class post or other next working day delivery service, on the second Working Day after posting;

7.3.3 If sent by email, on receipt of the email provided that if delivery occurs before 9:00am on a Working Day, the notice will be deemed to have been received at 9:00am on that day, and if delivery occurs after 5:00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9:00am on the next Working Day.

7.4 Any notice, consent, demand or any other communication served under this paragraph to the County Council must be for the attention of the Office of the General Counsel quoting reference KEN002:001416 with copy to developer.contributions@kent.gov.uk.

8. DISPUTE RESOLUTION

8.1 Subject to clause 8.10 below, in the event of any dispute or difference arising between the parties hereto concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten (10) Working Days of a request from one party to convene the meeting.

8.2 If the relevant parties are unable to resolve the dispute amicably following the meeting (or if sooner, the expiry of ten (10) Working Days following the request for a meeting), such dispute or difference shall be referred to an expert to be appointed by agreement between the parties. In the event of a dispute arising in respect of the quantum of a sum which is payable under this Deed, the expert must be one which is sufficiently qualified with suitable experience in the relevant industry to which the said quantum relates and is able to demonstrate the ability to critically assess cost schedules and to act as an independent cost consultant (if relevant) ("the Expert").

8.3 If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within twenty (20) Working Days of the request for a meeting referred to in clause 8.1:

8.3.1 any dispute as to the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior officer available of the Law

Society who will have the power to determine the appropriate type of Expert (with regard to clause 8.2, if applicable);

- 8.3.2 any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior officer available of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power to determine and nominate the appropriate Expert with regard to 8.2 if applicable (and if no such organisation exists, the Expert shall be nominated by the President or next most senior officer available of the Law Society); and
- 8.3.3 if an Expert nominated or appointed pursuant to this clause 8 shall die or decline to act another Expert may be appointed in his place in accordance with the provisions of this clause 8.3.

- 8.4 The Expert will be appointed subject to an express requirement that they reach their decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment.
- 8.5 Notice in writing of the appointment of an Expert pursuant to this clause 8 shall be given by the Expert to the parties and they shall invite each of the parties to submit to them within ten (10) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material. For the avoidance of doubt the Expert must still reach their decision and communicate it to the parties within not more than twenty (20) Working Days from the date of their appointment.
- 8.6 The Expert shall act as an expert and not as an arbitrator. They shall consider any written representation submitted to them within the period specified in this clause 8 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own professional judgement.
- 8.7 The Expert shall give notice of their decision in writing and their decision will be final and binding on the parties hereto save in the case of fraud or manifest error.
- 8.8 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause 8 the party or parties may apply to the President of the Law Society for a substitute to be appointed in their place (which procedure may be repeated as many times as necessary).
- 8.9 The Expert's costs shall be in the Expert's award or in the event that they make no determination, such costs will be borne by the parties to the dispute in equal shares.
- 8.10 Nothing in this clause 8 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it provided that the exclusion of the said Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the provisions of this Deed.

10. **MORTGAGEE'S CONSENT**

The Mortgagee consents to the giving of the obligations on the part of the Third Owner and acknowledge that the part of the Site subject to its legal charge (as detailed in Recital (D) above) is bound by the restrictions and obligations contained in this Deed and that this Deed will be binding on their respective successors in title and agree to be bound by them in the event but only in the event that it becomes a mortgagee in possession or otherwise seeks to exercise its powers under the legal charges PROVIDED THAT its liability will cease once it has parted with its interest in the Site (without prejudice to its liability for any subsisting breach of covenant prior to parting with such interest).

PM
BS

→ the Mortgagee shall only be liable for any breach
16 whilst Mortgagee in possession and shall
not be liable itself for any pre-existing
breach AND FURTHER PROVIDED THAT

11. WAIVER

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

12. JURISDICTION

This Deed shall be governed by the laws of England and the Courts of England and Wales shall have sole jurisdiction in respect of the construction of this Deed and as to the respective rights and liabilities of the parties.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1
AFFORDABLE HOUSING

PART 1

1. The Owner covenants with the District Council as follows:
 - 1.1 to submit the Affordable Housing Scheme to the District Council for approval prior to the Commencement of Development and thereafter provide the Affordable Housing in accordance with the approved Affordable Housing Scheme and if the District Council does not respond in writing to the Owner in relation to the Affordable Housing Scheme within 30 Working Days of receipt of the Affordable Housing Scheme by the District Council then the Affordable Housing Scheme shall be deemed approved;
 - 1.2 not to permit or allow the Commencement of Development until the Affordable Housing Scheme has been agreed in writing by the District Council or deemed approval pursuant to paragraph 1.1 above;
 - 1.3 no more than 50% of the Market Housing Units shall be Occupied until 50% of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation.
 - 1.4 no more than 80% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation.
2. Any transfer of Affordable Housing to the Registered Provider shall include the following:-
 - 2.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Land;
 - 2.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and abutting the boundary to the Affordable Housing Land, all such services to be connected to the mains; and
 - 2.3 a reservation of all rights to access and passage of services and rights of entry necessary for the purposes of the Development.
3. From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding on:-
 - 3.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and charges; or
 - 3.2 any Chargee provided that that he has first complied with the Chargee's Duty; or
 - 3.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
4. A Chargee shall, before seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than three months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage:
 - 4.1 if the Council responds to the Chargee within two months from the receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such

a way as to safeguard them as Affordable Housing PROVIDED THAT such transfer would be 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 reasonable expenses, the Chargee shall co-operate with those arrangements and use reasonable endeavours to secure the transfer;

- 4.2 if the Council or any other person cannot within three months of the date of service of its response under paragraph 4.1 secure such transfer then, provided that the Chargee has complied with its obligations under paragraph 4.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule which shall then cease to apply to those units; and
- 4.3 if the Council does not serve its response to the Chargee's notice within two months of receipt of the notice, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Schedule which shall then cease to apply to those units.

PART 2

FIRST HOMES

1. OBLIGATIONS

1. Unless otherwise agreed in writing by the District Council, the Owners 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 and 3 shall not apply to a First Homes Owner;
 - 1.2 paragraphs 4 and 5 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 6 applies as set out therein.

2. TYPE AND DISTRIBUTION

2. The First Homes shall be provided within the Site as part of the Development in accordance with the Affordable Housing Scheme.

3. DEVELOPMENT STANDARD

3. All First Homes shall be constructed to:-
 - 3.1 the Development Standard current at the time of the Planning Permission; and
 - 3.2 no less than the standard applied to the equivalent Market Housing Units.

4. DELIVERY MECHANISM

- 4.1 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:
 - 4.1.1 the Eligibility Criteria (National); and
 - 4.1.2 the Eligibility Criteria (Local) (if any).
- 4.2 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 4.1.2 shall cease to apply.

4.3 Subject to paragraphs 4.6 to 4.10, 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.

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

4.4.1 The District Council has been provided with evidence that:

- (a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 applies meets the Eligibility Criteria (Local) (if any);
- (b) the Dwelling is being Disposed of as a First Home at the Discount Market Price; and
- (c) the transfer of the First Home includes:
 - (i) a definition of the "District Council" which shall be Dover District Council;
 - (ii) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause 1of the S106 Agreement a copy of which is attached hereto as the Annexure";
 - (iii) a definition of " S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2023 made between (1) [] (2) [] (3) [] (4) Greenlight Developments Limited (5) Nationwide Building Society (6) Dover District Council and (7) Kent County Council;
 - (iv) 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; and
 - (v) a copy of the First Homes Provisions in an Annexure;

4.4.2 The District Council has issued the Compliance Certificate and the District 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 4.3 and 4.4.1 have been met.

4.5 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"

4.6 The owner of a First Home (which for the purposes of this clause shall include the Owners, 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:

4.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 4.1 and 4.2 (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 4.3 and 4.4.1; or

- 4.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.6.1 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.
- 4.7 Upon receipt of an application served in accordance with paragraph 4.6 the District 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.
- 4.8 If the District Council is satisfied that either of the grounds in paragraph 4.6 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 4.6 that the relevant Dwelling may be Disposed of:
- 4.8.1 to the District Council at the Discount Market Price; or
- 4.8.2 (if the District 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 4.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

- 4.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 4.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 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 4.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.
- 4.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 4.8 or 4.9 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.
- 4.11 Upon receipt of the Additional First Homes Contribution, the District Council shall:
- 4.11.1 within twenty (20) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.5 where such restriction has previously been registered against the relevant title; and
- 4.11.2 apply all monies received towards the provision of Affordable Housing within its district.
- 4.12 Any person who purchases a First Home free of the restrictions in Part 2 of Schedule 1 of this Deed pursuant to the provisions in paragraphs 4.9 and 4.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

5. USE

- 5.1 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 5.2 to 5.5 below.
- 5.2 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 District 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.

- 5.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances 5.3.1 to 5.3.6 below:

- 5.3.1 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;
- 5.3.2 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;
- 5.3.3 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;
- 5.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- 5.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- 5.3.6 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.

- 5.4 A letting or sub-letting permitted pursuant to paragraph 5.2 or 5.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

- 5.5 Nothing in this paragraph 5 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.

6. MORTGAGEE EXCLUSION

- 6.1 The obligations in paragraphs 1 to 5 of this Part 2 of Schedule 1 in relation to First Homes shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes 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:

- 6.1.1 such First Homes Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home;
- 6.1.2 once notice of intention to Dispose of the relevant First Home has been given by the First Homes Mortgagee or Receiver to the District Council the First Homes Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.1.3;
- 6.1.3 following the Disposal of the relevant First Home the First Homes 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 District Council the Additional First Homes Contribution; and
- 6.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:

- (a) 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 4.5; and
- (b) apply all such monies received towards the provision of Affordable Housing within its district.

SCHEDULE 2

OPEN SPACE

1. DEFINITIONS

In this Schedule and the Deed the following words will have the following meanings:-

"Completion Certificate"	a certificate issued by the District Council or deemed issued by the District Council in accordance with paragraph 5 of this Schedule which shall be conclusive evidence that the Open Space has been laid out in full accordance with the Open Space Scheme as approved
"Management Company"	means a management company for the purposes of managing and maintaining the Open Space in accordance with this Schedule PROVIDED THAT in the event the management company is to be constituted by the Owners then its memorandum and articles of association shall be created so that any profits are retained and applied to the maintenance of the Open Space and full details of the memorandum and articles of association shall be provided to the District Council for the purposes of approval of the management company PROVIDED FURTHER THAT where a management company is proposed which is already in existence then details of its memorandum and articles of association shall be provided
"Maintenance Plan"	means a maintenance plan to be submitted to and approved in writing (or deemed approved) by the District Council pursuant to this provisions of this Schedule which details the maintenance regime for the Open Space . Such plan shall include for the maintenance of all hard and soft landscaped areas within the Development, an initial planting establishment period of five years, provision for the replacement of any planting that fails, is damaged or dies within that period, an annual programme of work including a scheme for regular health and safety play area inspections, and for the replacement beyond the establishment period of failed and over mature plants within the soft and hard landscaping within the Development including any play facilities
"Open Space"	means the public open space to be provided on the Open Space Land including a locally equipped area of play having full regard to the layout set out in drawing ref. 22-50-PL-204 Rev 0 (The Richards Partnership Landscape & Green Infrastructure Parameter Plan) and in accordance with Dover District Council Core Strategy Policy DM27 (Providing Open Space)
"Open Space Land"	means the land within the Site on which the Open Space is to be provided as shown edged orange on the Open Space Plan
"Open Space Plan"	means drawing number 20-50-PL-217 entitled Open Space Plan and annexed to this Deed as Appendix 2
"Open Space Scheme"	the scheme to be approved in writing by the District Council to detail the laying out of the Open Space on the Open Space Land and also to include works to boundary treatments to the Open Space Land

2. OBLIGATIONS

1. The Owners covenant with the District Council as follows:-

- 1.1 Commencement of Development shall not take place until the Owners have submitted the Open Space Scheme to the District Council and such scheme has been approved in writing by the District Council or is deemed to have been approved if after 20 Working Days of receipt of the Open Space Scheme by the District Council the Owners have not received any written comments in relation to it from the District Council (the "**Approved Open Space Scheme**");
- 1.2 Commencement of Development shall not take place until the Owners have submitted evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space;
- 1.3 prior to the Occupation of no more than 50% of the Dwellings the Owners shall lay out and complete the Open Space in accordance with the Open Space Scheme and shall make the Open Space available as open space for use by the public;
2. Following the completion of the laying out of the Open Space, the Owners shall notify the District Council in writing of the completion of the laying out of the Open Space.
3. Within 40 Working Days from receipt of the notice served pursuant to paragraph 2 above the District Council may inspect the Open Space and if satisfied that the works have been carried out in strict accordance with the approved Open Space Scheme, shall issue the Completion Certificate.
4. In the event that the District Council inspects the Open Space in accordance with paragraph 3 above and identifies necessary remedial works (which it will notify to the Owners in writing within 15 Working Days of the inspection having been carried out) the Owners shall carry out such remedial works as soon as reasonably possible to the reasonable satisfaction of the District Council.
5. Where the District Council has not inspected the Open Space Land within the 40 Working Days period set out at paragraph 3 above or have not notified the Owners of any remedial works required within the 15 Working Day period set out at paragraph 4 above the District Council shall be deemed to have issued the Completion Certificate.
6. Following the issue or deemed issue of the Completion Certificate the Open Space shall be maintained by the Owners in strict accordance with the Maintenance Plan for a period of not less than 12 months (the "**Maintenance Period**").
7. The Owners shall submit a draft Maintenance Plan to the District Council for approval and such draft Maintenance Plan shall be deemed to have been approved if after 20 Working Days of receipt of the draft Maintenance Plan by the District Council the Owners have not otherwise received approval, rejection or any written comments in relation to it from the District Council.
8. Following expiry of the Maintenance Period the Owners shall make provision for the long term maintenance of the Open Space as detailed in the Maintenance Plan by transferring the Open Space Land to a Management Company;
9. Any transfer of the Open Space Land shall contain a covenant that the Open Space Land shall be used as open space and shall be available to the general public at all times of the day and night subject to health and safety concerns and subject to the reservation of any rights that are required for the continued use of the Development.
10. The procedure set out in paragraphs 2 to 4 of this Schedule may take place as many times as necessary until the Completion Certificate has been issued or deemed issued by the District Council.

SCHEDULE 3

PAYMENT OF MONIES BY THE OWNERS TO THE DISTRICT COUNCIL

PART 1

NHS CONTRIBUTION

1. The Owner covenants with the District Council as follows:
 - 1.1 to pay 50% of the NHS Contribution to the District Council prior to the Occupation of 25% of the Dwellings.
 - 1.2 not to permit the Occupation of more than 25% of the Dwellings until 50% of the NHS Contribution has been paid to the District Council.
 - 1.3 to pay the remaining 50% of the NHS Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
 - 1.4 not to permit the Occupation of more than 50% of the Dwellings until the NHS Contribution has been paid in full to the District Council.

PART 2

OUTDOOR SPORTS CONTRIBUTION

1. The Owner covenants with the District Council as follows:
 - 1.1 to pay 50% of the Outdoor Sports Contribution to the District Council prior to the Occupation of 25% of the Dwellings.
 - 1.2 not to permit the Occupation of more than 25% of the Dwellings until 50% of the Outdoor Sports Contribution has been paid to the District Council.
 - 1.3 to pay the remaining 50% of the Outdoor Sports Contribution to the District Council prior to the Occupation of 50% of the Dwellings.
 - 1.4 not to permit the Occupation of more than 50% of the Dwellings until the Outdoor Sports Contribution has been paid in full to the District Council.

PART 3

SPA CONTRIBUTION

1. The Owners covenant with the District Council to pay the SPA Contribution to the District Council prior to the Commencement of Development .
2. The Owners covenant with the District Council not to Commence the Development until the SPA Contribution has been paid in full to the District Council.

PART 4

MONITORING FEE

1. The Owners covenant with the District Council to pay the Monitoring Fee to the District Council for each Trigger Event that occurs under this Deed. Payment to be made when notification of any Trigger Event is given to the District Council in accordance with Clause 4.2.3.

SCHEDULE 4

PAYMENT OF MONIES BY THE OWNERS TO THE COUNTY COUNCIL

PART 1

SECONDARY EDUCATION CONTRIBUTION

1. The Owners covenant with the County Council to pay the Secondary Education Contribution to the County Council prior to the Occupation of 25% of the Dwellings.
2. The Owners covenant with the County Council not to Occupy or permit the Occupation of more than 25% of the Dwellings until the Secondary Education Contribution has been paid in full to the County Council.

PART 2

COMMUNITY LEARNING AND SKILLS CONTRIBUTION

1. The Owners covenant the County Council to pay the Community Learning Contribution to the County Council prior to the Occupation of 25% of the Dwellings.
2. The Owners covenant with the County Council not to occupy or permit the Occupation of more than 25% of the Dwellings until the Community Learning Contribution has been paid in full to the County Council.

PART 3

INTEGRATED CHILDREN'S SERVICES CONTRIBUTION

1. The Owners covenant with the County Council to pay the Integrated Children's Services Contribution to the County Council prior to the Occupation of 50% of the Dwellings.
2. The Owners covenant with the County Council not to Occupy or permit the Occupation of more than 50% of the Dwellings until the Integrated Children's Services Contribution has been paid in full.

PART 4

LIBRARY CONTRIBUTION

1. The Owners covenant with the County Council to pay the Library Contribution to the County Council in the following instalments:-
 - 1.1 50% prior to the Occupation of 25% of the Dwellings; and
 - 1.2 the remaining 50% prior to the Occupation of 50% of the Dwellings.
2. The Owners covenant with the County Council not to Occupy or permit the Occupation of more than 25% of the Dwellings until the first instalment of the Library Contribution has been paid to the County Council and not to Occupy or permit the Occupation of more than 50% of the Dwellings until the second instalment of the Library Contribution has been paid to the County Council.

PART 5

WASTE CONTRIBUTION

1. The Owners covenant with the County Council to pay the Waste Contribution to the County Council in the following instalments:-
 - 1.1 50% prior to the Occupation of the first Dwelling; and
 - 1.2 the remaining 50% prior to the Occupation of 50% of the Dwellings.
2. The Owners covenant with the County Council not to Occupy or permit the Occupation of any Dwellings until the first instalment of the ~~Library~~ ^{Waste} Contribution has been paid to the County Council and not to Occupy or permit the Occupation of more than 50% of the Dwellings until the second instalment of the ~~Library~~ ^{Waste} Contribution has been paid to the County Council.

Waste
Waste

PART 6

ADULT SOCIAL CARE

1. The Owner covenants with the District Council as follows:
 - 1.1 to pay 50% of the Adult Social Care Contribution to the County Council prior to first Occupation of the Dwellings.
 - 1.2 not to permit the Occupation of any Dwellings until 50% of the Adult Social Care Contribution has been paid to the District Council.
 - 1.3 to pay the remaining 50% of the Adult Social Care Contribution to the County Council prior to the Occupation of 50% of the Dwellings.
 - 1.4 not to permit the Occupation of more than 50% of the Dwellings until the Adult Social Care Contribution has been paid in full to the County Council.

PART 7 COUNTY COUNCIL FEES

1. The Owners covenant to pay the County Council's Fees prior to completion and the County Council Monitoring Fee on the Commencement of Development.

SCHEDULE 5

DISTRICT COUNCIL'S COVENANTS

1. The District Council covenants with the Owners and the Developer as follows:
 - 1.1 to grant the Planning Permission on the date hereof or as soon as is reasonably practicable thereafter;
 - 1.2 to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid;
 - 1.3 to provide to the Owners such evidence, as the Owners shall reasonably require, in order to confirm the expenditure of the sums paid by the Owners under this Deed;
 - 1.4 at the written request of the Owners, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed;
 - 1.5 where the approval, satisfaction, agreement, confirmation or consent of the District Council (or any officer thereof) is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent will not be unreasonably withheld or delayed; and
 - 1.6 to return to the party who paid the relevant sum to the District Council, any part of any of the sums received from the Owners under the terms of this Deed together with accrued interest if it has not expended or contractually committed to expend any part of those sums within five (5) years of the date that the relevant payment was made to the District Council.

SCHEDULE 6

COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owners and the Developer as follows:
 - 1.1 to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid;
 - 1.2 to provide to the Owners such evidence, as the Owners shall reasonably require, in order to confirm the expenditure of the sums paid by the Owners under this Deed;
 - 1.3 at the written request of the Owners, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed;
 - 1.4 where the approval, satisfaction, agreement, confirmation or consent of the County Council (or any officer thereof) is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent will not be unreasonably withheld or delayed; and
 - 1.5 to return to the party who paid the relevant sum to the County Council, any part of any of the sums received from the Owners under the terms of this Deed together with accrued interest if it has not expended or contractually committed to expend any part of those sums within 10 years of the date that the relevant payment was made to the County Council.

SCHEDULE 7

INDEXATION

1. The parties agrees as follows:

1.1 Any District Council Contribution payable pursuant to this Deed shall be increased to such sum in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Increased Sum} = (A \times C)/B$$

Where:-

"A" equals the contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

1.2 If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Relevant Index are calculated, the figure taken to be shown in the Relevant Index after such change shall be the figure which would have been shown in the Relevant Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made.

1.3 Any County Council Contribution (or portion of such contribution as appropriate) paid pursuant to this deed shall be increased to such sum in pounds sterling as shall be equal to the sum calculated using the following formula from:

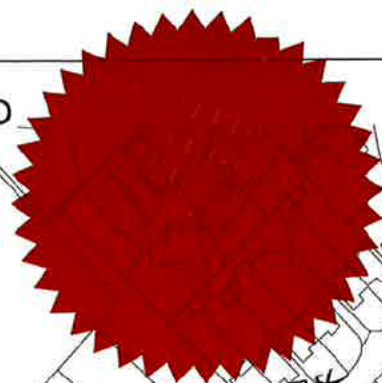
$$\begin{array}{l} \text{The figure for the Index last published} \\ \text{before the date on which the payment} \\ \text{specified in this deed} \end{array} \div \begin{array}{l} \text{Index figure for April} \\ \text{2020 (360.3)} \end{array} \times \begin{array}{l} \text{Relevant County} \\ \text{Contribution (or} \\ \text{portion of as} \\ \text{appropriate)} \end{array}$$

1.4 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

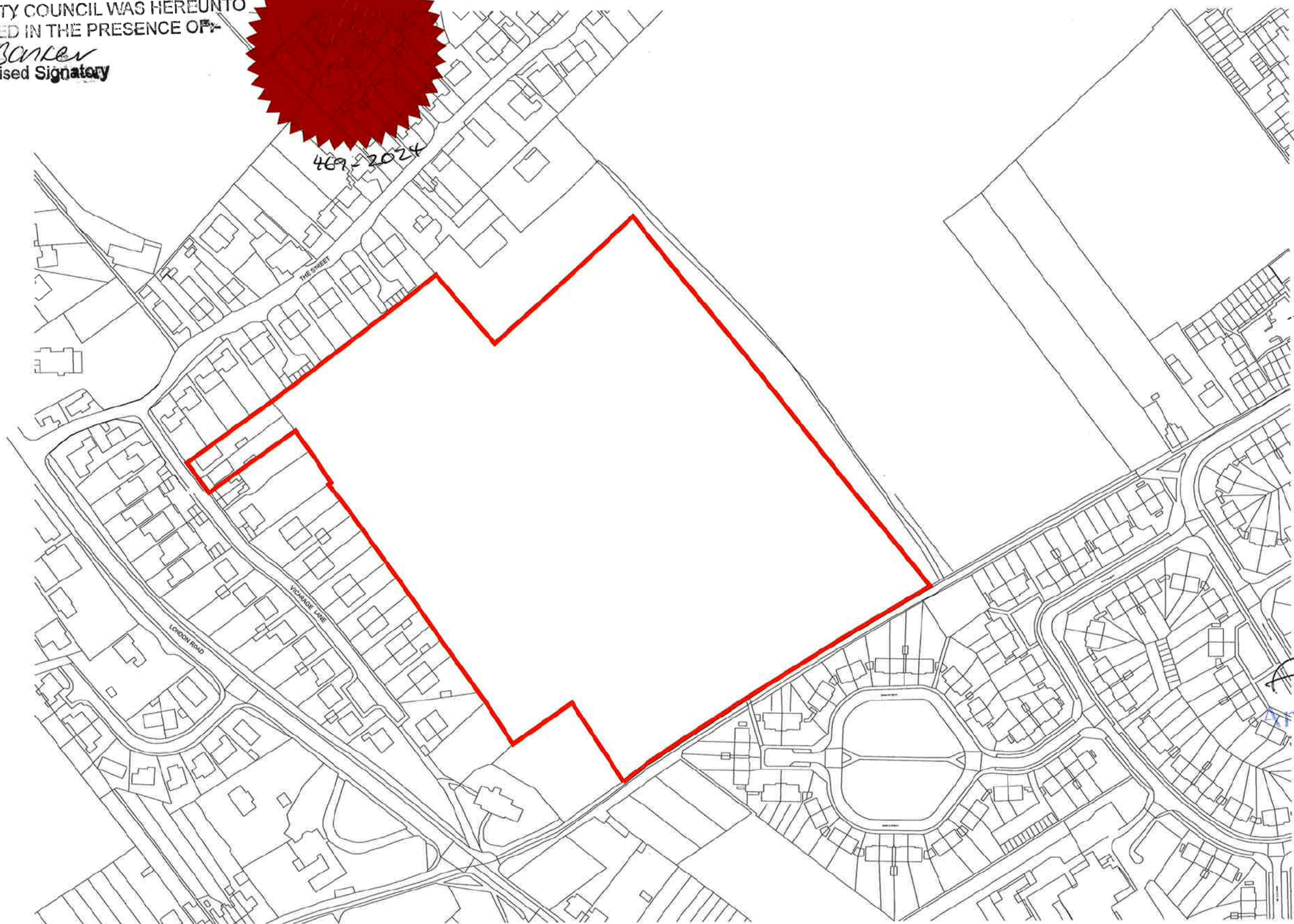
APPENDIX 1

SITE PLAN

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



469-2024



[Handwritten signatures]
Am
[Signature]
Amanda Gough

Signed as a Deed (but not delivered until the date of this Deed) by [REDACTED]
in the presence of

[REDACTED]

[REDACTED]

[REDACTED]

Signed as a Deed (but not delivered until the date of this Deed) by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address

Signed as a Deed (but not delivered until the date of this Deed) by SANDRA MARY WALL
in the presence of

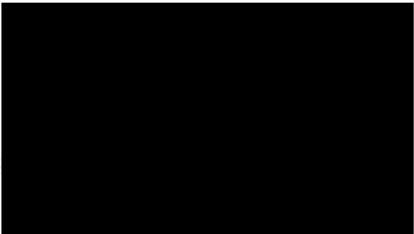
[REDACTED]

[REDACTED]

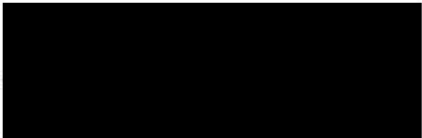
[REDACTED]

Executed as a Deed (but not delivered until the date of this Deed) by GREENLIGHT DEVELOPMENTS

at [redacted]
F [redacted]



in the presence of:



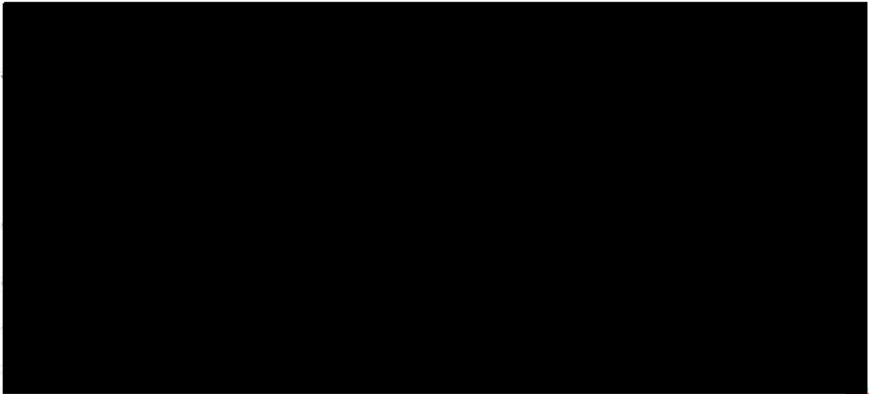
Executed as a Deed (but not delivered until the date of this Deed) by NATIONWIDE BUILDING SOCIETY LIMITED acting by

Full Name (Director)

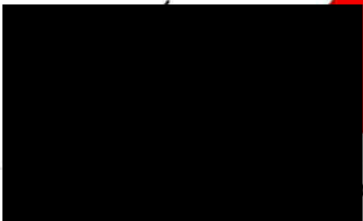
in the presence of:

Full Name (Witness)

Address



Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of DOVER DISTRICT COUNCIL in the presence of



171299

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of KENT COUNTY COUNCIL *was hereunto affixed* in the presence of



Full Name (Director)

Signature of Director

Full Name (Director/Secretary)

Signature of Director/Secretary



Common Seal