

"Application"	means full permission for residential development comprising the development of 71 no. dwellings including vehicular and pedestrian access and parking, community car park, amenity space, landscaping including community woodland, and associated works under planning reference number 1/1207/2023/FULM;
"Artificial Grass Pitch Contribution"	means the sum of £10,749.62 (TEN THOUSAND SEVEN HUNDRED AND FORTY-NINE POUNDS AND SIXTY-TWO PENCE) comprising £7,734.81 (SEVEN THOUSAND SEVEN HUNDRED AND THIRTY-FOUR POUNDS AND EIGHTY-ONE PENCE) as a capital contribution and a general maintenance sum of £3,014.81 (THREE THOUSAND AND FOURTEEN POUNDS AND EIGHTY-ONE PENCE) towards the provision or enhancement of an artificial turf (3G) sports pitch in the Winkleigh Parish;
"BCIS Index"	means the All-In Tender Price index published by the Building Cost Distribution Service of the Royal Institution of Chartered Surveyors as a necessary organisation ;
"Car Park"	means the car park that is to be provided for the benefit of the residents and the local community shown coloured pink on Plan 2;
"Commencement of Development"	means the commencement of the Development at the Site by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act other than any works of demolition, site clearance, ground investigations and site survey works, diversion and laying of services, the temporary display of site notices or advertisements, the construction of boundary fencings and hoardings and any archaeological investigation or site remediation works and "Commence" "Commenced" and "Commence Development" shall be construed accordingly;
"County"	means the County of Devon;
"Deed"	means this deed of agreement;
"Development"	means the development of the Site pursuant to the Application;

"District "	means the administrative district of Torridge;
"Dwelling(s)"	means any residential unit (including a house bungalow flat or maisonette) to be constructed on the Site pursuant to the Planning Permission;
"Expert"	means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Relevant Parties;
"Interest Rate"	means 4% above the Barclays Bank base rate calculated on a day-to-day basis from time to time in force;
"Management Company"	means a limited company set up by the Owner with memorandum and articles of association agreed with the Council the principal objects of which shall include the proper maintenance of the Open Space in accordance with the Open Space Scheme and the first directors of which are representatives of the Owner for the time being;
"Monitoring Fee"	means a sum of £6,190 (Six Thousand One Hundred and Ninety Pounds) towards the cost of the Council monitoring the obligations herein in favour of the Council;
"NDTLP"	means the North Devon and Torridge Local Plan 2011-2031;
"NPPF"	means the National Planning Policy Framework last published in July 2021 as may be updated from time to time;
"Occupation"	means occupation for the purposes of residential use permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms "Occupied" "Occupy" and "Occupier" shall be interpreted accordingly;

"Off-Site Child Play Contribution"	means the sum of £33,842.68 (THIRTY-THREE THOUSAND EIGHT HUNDRED AND FORTY-TWO POUNDS AND SIXTY-EIGHT PENCE) comprising the capital sum of £28,030.33 (TWENTY-EIGHT THOUSAND AND THIRTY POUNDS AND THIRTY-THREE PENCE) with a maintenance contribution of £5,812.35 (FIVE THOUSAND EIGHT HUNDRED AND TWELVE POUNDS AND THIRTY-FIVE PENCE) as a contribution towards new children's play facilities in the parish of Winkleigh;
"Off-Site Interpretation Board Contribution"	means the sum of £5,000 (FIVE THOUSAND POUNDS) towards the provision on an offsite interpretation board by the Council;
"Off-Site Sports Hall Contribution"	means the sum of £32,764.47 (THIRTY-TWO THOUSAND SEVEN HUNDRED AND SIXTY-FOUR POUNDS AND FORTY-SEVEN PENCE) comprising £27,957.03 (TWENTY-SEVEN THOUSAND NINE HUNDRED AND FIFTY-SEVEN POUNDS AND THREE PENCE) as a capital contribution and a general maintenance sum of £4,807.44 (FOUR THOUSAND EIGHT HUNDRED AND SEVEN POUNDS AND FORTY-FOUR PENCE) towards the cost of providing new or enhancing existing sports hall facilities in the parish of Winkleigh;
"Off-Site Sports Parks and Recreation Contribution"	means the sum of £165,656.89 (ONE HUNDRED AND SIXTY-FIVE THOUSAND AND SIX HUNDRED AND FIFTY-SIX POUNDS AND EIGHTY-NINE PENCE) comprising the capital sum of £147,547.89 (ONE HUNDRED AND FORTY-SEVEN THOUSAND, FIVE HUNDRED AND FORTY-SEVEN POUNDS AND EIGHTY-NINE PENCE) with a maintenance contribution of £18.109 (EIGHTEEN THOUSAND ONE HUNDRED AND NINE POUNDS) as a contribution towards new or enhanced sports, park and recreation facilities in the parish of Winkleigh;
"Off-Site Traffic Light/Pedestrian Crossing"	means a traffic light controlled pedestrian crossing to be installed in the location shown on Plan 3 to a specification agreed with the County Council;

"Off-Site Traffic Light/Pedestrian Crossing Commuted Sum Contribution"	means the commuted sum of £18,000 (EIGHTEEN THOUSAND POUNDS) as a contribution towards the future maintenance of the Off-Site Traffic Light/Pedestrian Crossing payable only in accordance with Schedule 2 Part 1 Paragraph 1;
"Off-Site Youth Play Contribution"	means the sum of £33,842.68 (THIRTY-THREE THOUSAND EIGHT HUNDRED AND FORTY-TWO POUNDS AND SIXTY-EIGHT PENCE) comprising the capital sum of £28,030.33 (TWENTY-EIGHT THOUSAND AND THIRTY POUNDS AND THIRTY-THREE PENCE) with a maintenance contribution of £5,812.35 (FIVE THOUSAND EIGHT HUNDRED AND TWELVE POUNDS AND THIRTY-FIVE PENCE) as a contribution towards youth play facilities in the parish of Winkleigh;
"On-Site Interpretation Board Contribution"	means the provision of an interpretation board of a size and specification agreed with the Council which shall be erected on the Site in respect of the Castle Court Monument and its ongoing maintenance shall be included as part of the Open Space Scheme;
"Open Space"	means the areas of green infrastructure including formal and informal open space together with such other facilities indicatively shown coloured light brown purple pink red and blue on Plan 2 as are appropriate the layout and location of which shall be identified in the Open Space Scheme including the Car Park;
"Open Space Scheme"	means a written scheme detailing: • the size and location of the Open Space provision on the Site; • the types and specification of the planting and any equipment to be installed on the Open Space; • the programme for the provision of the Open Space; • its future management and maintenance by the Owner together with details for the replacement and repair of any equipment or facilities as required or the Management Company on an ongoing basis;

"Plan 1"	means the plan annexed to this Deed showing the Site;
"Plan 2"	means the plan annexed to this Deed with drawing reference '23018-GI-01' showing the Open Space including the Car Park;
"Plan 3"	means the plan annexed to this Deed showing the Off-Site Traffic Light/Pedestrian Crossing;
"Planning Permission"	means full planning permission to be granted by the Council for the Development pursuant to the Application and the expression Planning Permission shall include all approvals granted thereunder;
"Relevant Parties"	means the parties to this Deed or their successors in title and/or assigns;
"Retail Price Index"	means the All-Items Index of Retail Prices issued by the Office for National Statistics;
"Secondary Education Transport Contribution"	means the sum of £48,153 (FORTY-EIGHT THOUSAND ONE HUNDRED AND FIFTY-THREE POUNDS) towards transporting students to and from the Development to Chulmleigh Community College;
"Site"	means the land to be bound by the terms of this Deed shown edged red on Plan 1 for indicative purposes only;
"Swimming Pool Contribution"	means the sum of £45,946.96 (FORTY-FIVE THOUSAND NINE HUNDRED AND FORTY-SIX POUNDS AND NINETY-SIX PENCE) comprising £39,987.59 (THIRTY-NINE THOUSAND NINE HUNDRED AND EIGHTY-SEVEN POUNDS AND FIFTY-NINE PENCE) as a capital sum and a general maintenance sum of £5,959.37 (FIVE THOUSAND NINE HUNDRED AND FIFTY-NINE POUNDS AND THIRTY-SEVEN PENCE) towards the improvement and/or extension of existing facilities or the provision of new facilities in Great Torrington; and
"Working Days"	means any Monday to Friday (other than any statutory or bank or public holidays).

and additional expressions as are defined in the Schedule in which they appear.

2. INTERPRETATION

- 2.1 The expression "the Owner" shall include their successors in title and assigns and any persons(s) or body corporate deriving title through or under them and the expressions the "Council" and the "County Council" shall include the successors to their statutory functions.
- 2.2 Words importing the masculine gender only shall include all other genders and vice versa.
- 2.3 Words importing the singular shall include the plural and vice versa.
- 2.4 Words importing persons shall include companies and corporations and vice versa.
- 2.5 Where any party consists of two or more persons companies or corporations the covenants and agreements expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party.
- 2.6 Save where a contrary intention is expressed a reference herein to a clause or Schedule shall be deemed to be a reference to a clause or Schedule of this Deed and reference to a sub-clause paragraph or Part shall be deemed to be a reference to a sub-clause paragraph or Part of the clause or Schedule in which such reference appears.
- 2.7 All references to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 The clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Deed.

3. STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner's interest in the Site and to the intent that the obligations on the part of the Owner herein contained falling within the provisions of Section 106 of the 1990 act shall be planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council or County Council as local planning authorities in accordance therewith but subject as hereinafter provided.

4. MISCELLANEOUS

- 4.1 This Deed shall be registrable as a local and charge by the Council.
- 4.2 Any person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**") to enforce any of its terms but for the avoidance of doubt it is further agreed that the exclusion of the application of the 1999 Act shall not prevent

- 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 obligations in this Deed.
- 4.3 The Owner agrees with the Council and the County Council to give the Council and the County Council written notice within 5 Working Days of any change in ownership of any of its interests in the Site 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 Site purchased by reference to a plan but such requirement shall not apply to the sale of individual Dwellings.
- 4.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.5 Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post to the address of the party aforesaid or such other address for service as shall have been previously notified by the party to the other parties and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 4.8 No person shall be liable for any breach of any of the planning obligations or other provisions contained in this Deed after they shall have parted with their entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants arising prior to parting with such interest
- 4.9 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in exercise of their functions and the rights powers duties and obligations of the Council under all public and private statutes by-laws and regulations may be as fully and effectually exercised in relation to the Site as if this Deed has not been executed by the Council and nothing herein contained or implied shall be taken to be a covenant or warranty or representation on the part of the Council.
- 4.10 This Deed shall not be enforceable against:
- 4.10.1 freehold or leasehold owners, occupiers or tenants of individual Dwellings (or their respective mortgagees) or any Registered Provider owning or managing the Affordable Dwellings **WITH THE EXCEPTION OF** the requirements as to the use and Occupation of Affordable Housing in Schedule 1 to this Deed which provisions are enforceable against the individual owners, occupiers or tenants

*Shows us that the
tenant owns the
entire Affordable
Dwelling*

*EXCEPT EXCLUDING any occupier who has been granted a
Shared Ownership lease by a Registered Provider (or similar
arrangement where a share of the Affordable Dwelling is owned by
the tenant and a share is owned by the Registered Provider) and the
tenant has subsequently purchased from the Registered Provider all or any*

(and their mortgagees or chargees) of the individual Affordable Dwellings as well as any Registered Provider owning or managing such Affordable Dwellings in accordance with Schedule 1 to this Deed but only to the extent set out therein; or
4.10.2 any statutory undertaker or service company that acquires an interest in the Site for its operational purposes.

5. **CONDITIONALITY**

5.1 This Deed is conditional upon:

5.1.1 the grant of the Planning Permission; and

5.1.2 the Commencement of Development

save for the provisions of this Clause and Clauses 1-4 and 9-16 which shall come into effect immediately upon completion of this Deed.

6. **THE OWNER'S COVENANTS**

6.1 The Owner covenants with the Council as set out in the First Schedule.

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

7. **THE COUNCIL'S COVENANTS**

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

8. **THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Owner as set out in the Fourth Schedule.

9. **LEGAL FEES**

9.1 Upon completion of this Deed the Developer shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed together with the Monitoring Fee.

9.2 On or before completion of this Deed the Developer shall pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed.

10. **WAIVER**

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

11. INDEXATION

- 11.1 All sums of money payable to the Council under this Deed shall be increased in accordance with the following formula until the date on which such sum is payable:-

$$C = \text{£Y} \times \frac{B}{A}$$

where:

- A** is the value of the index specified in the provision concerned or, if none is specified, the Retail Price Index last published before the date hereof;
B is the value of such index being the Retail Price Index in the case of any sums payable to the Council last published before the date on which the payment in question is due;
C is the sum in question after application of this formula; and
£Y is the sum to which this formula is applied;

provided that if the said index shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council acting reasonably and provided further that if the application of this calculation produces a reduction in the sum in question, such sum shall remain unchanged.

- 11.2 All sums of money payable to the County Council under this Deed shall be increased in accordance with the following formula where the index referred to in the formula is the Retail Prices Index in respect of the Secondary Education Transport Contribution and the BCIS Index in respect of the Off-Site Traffic Light/Pedestrian Crossing Commuted Sum Contribution :-

$$C = \text{£Y} \times \frac{A}{B}$$

where:

- C** is the sum in question after application of this formula
£Y is the sum to which this formula is applied;
A is the value of the relevant index that applied immediately prior to the date the contribution is due
B is for the Retail Prices Index the figure that applied immediately prior to the date of this Deed and for the BCIS Index is the figure from June 2020

provided that if the said index (as relevant) shall cease to exist, there shall be substituted such other index of building costs as shall be specified by the Council or the County Council (as relevant), acting reasonably, and provided further that if the application of this calculation produces a reduction in the sum in question, such sum shall remain unchanged.

12. INTEREST

If the Owner fails to settle any account that may be properly and duly rendered to them within 14 (fourteen) days of dispatch to them the sum due shall accrue interest at the Interest Rate from the date payment is due until the date of actual payment.

13. **SETTLEMENT OF DISPUTES**

- 13.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute **PROVIDED THAT** the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matters relating to the Deed by the courts and/or in accordance with Section 106(6) of the 1990 Act
- 13.2 The Expert shall be appointed jointly by the Relevant Parties who are in dispute
- 13.3 The decision of the Expert shall be final and binding upon the Relevant Parties and subject to the following provisions:-
- 13.3.1 the charges and expenses of the Expert shall be borne equally between the Relevant Parties who are in dispute unless the Expert shall otherwise direct;
 - 13.3.2 the Expert shall give the Relevant Parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;
 - 13.3.3 the Expert shall make his decision within the range of any representations made by the Relevant Parties who are in dispute themselves.

14. **JURISDICTION**

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

15. **FUTURE PERMISSIONS**

- 15.1 If after the date of this Deed any planning permission is granted pursuant to section 73 of the 1990 Act in respect of conditions attached to the Planning Permission references in this Deed to the Application and Planning Permission shall be deemed to include respectively any such subsequent section 73 planning applications and any planning permissions granted pursuant to the section 73 planning applications and this Deed shall apply and take effect and be read and construed accordingly **PROVIDED ALWAYS THAT** nothing in this Clause shall fetter the discretion of the Council in determining any such section 73 planning application from requiring that any consequential planning obligations be secured by way of a new deed or supplemental deed under section 106 and/or section 106A of the 1990 Act.
- 15.2 Save as expressly provided (if at all) nothing in this Agreement shall be implied to prohibit or restrict the future development of the Site (or any part of it) in accordance with any planning permission granted after the date of the Planning Permission.

16. **DELIVERY**

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

Part 2 Affordable Housing

The following definitions shall apply in this Schedule 1:

1. DEFINITIONS

"Adjoining Parish"	means Ashreigney, Dolton and Dowland;
"Advertising"	means the advertising for sale or letting of any interest in the relevant Shared Ownership Dwelling or Social Rented Dwelling in accordance with a scheme to be approved by the Council which scheme shall include (unless otherwise agreed with the Council) an advertisement on the website of Help to Buy South or any other similar organisation and such other advertising such as through local estate agents and social media channels as shall be agreed in writing by the Council and "Advertised" shall be construed accordingly;
"Affordable Dwellings"	means 21 of the Dwellings to be provided on the Site as Affordable Housing and reference to "Affordable Dwelling" shall mean any one of them;
"Affordable Housing"	means Social Rented Dwellings and Shared Ownership Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households and as defined in Annex 2 of the NPPF;
"Affordable Housing Scheme"	means a scheme for the provision of the Affordable Housing to be submitted by the Owner to the Council which shall include (unless otherwise agreed with the Council): a. Arrangements for the provision of the Affordable Dwellings; b. Location of the Affordable Dwellings to be shown on a plan with reference to the appropriate plot numbers; c. Details of the unit size of the Affordable Dwellings; and d. Arrangements for the transfer of the Affordable Dwellings to a Registered Provider and such other details as reasonably required by the Council;

"County"	means the County of Devon;
"Devon Home Choice"	means the method or body agreed by the Council in accordance with Department for Communities and Local Government guidance: - "Allocation of Accommodation: Choice Based Letting" (August 2008) for the allocation of Affordable Housing in the District;
"District"	means the administrative area of Torridge District Council;
"Help to Buy South"	means the method or body agreed by the Council for the nomination of Shared Ownership Housing available to buy in the District or such successor body or organisation responsible for the nomination of Shared Ownership Housing available to buy in the District;
"Homes England"	means the agency so named and established under the Housing and Regeneration Act 2008 for the purpose of procuring and regulating the provision of Affordable Housing and any body that replaces it for the purpose of those functions and "HE" shall be construed accordingly;
"Housing Need"	means a person who does not have available to them and could not afford (personally or jointly with other members of his household) to acquire or rent a home suitable for their needs and the needs of their household at the normal market values prevailing in the District;
"Local Connection"	means a local connection calculated from the Start Date (defined in Part VII of the Housing Act 1996) with the Parish (or the Qualifying Area as appropriate) as follows: • being permanently resident therein for six of the last twelve months, or three out of the last five years; or • in permanent full-time or part-time (minimum 16 hour contract per week) work therein for 6 months. This may include the need to move to the Parish in connection with permanent employment (minimum 16 hour contract per week) where commuting from the person's existing home is accepted by the Council as unreasonable. In all cases there should be no break in the period of employment for more than 3 months over the relevant period; or • have family connections in the Parish. Reflecting the Local Government Association guidelines this is normally defined as the applicant, or a member of their household has parents, adult

children or brothers or sisters who have been resident in the District for at least the last 5 years; or

- having immediate relatives (i.e parents, non-dependent children, brother or sister) who have lived therein for at least 5 years and with whom there has been shown to have been frequent contact, commitment or dependency; or
- other categories or relationships may be considered by the Council including foster relationships where clear evidence of frequent contact, commitment dependency is shown
- other special circumstances which create a link to the Parish (not including residence in a hospital armed forces accommodation holiday let or person or rehabilitation facility) and having been first verified in writing by the Council as having such special circumstances and this may include the need to reside medical support or (with the approval of the Council) some other form of special support;

"Mortgagee"

means a Registered Provider's mortgagee or chargee of the Affordable Dwellings (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator);

"Open Market Dwellings"

means those Dwellings which are not being provided as Affordable Dwellings;

"Parish"

means the Parish of Winkleigh;

"Qualifying Area"

means the Parish, Adjoining Parish or District, as appropriate;

**"Registered Provider"
(RP)**

means a body which is registered with HE as a provider of social housing under Part 2 of the Housing and Regeneration Act 2008 or such other class or body as may be constituted under any legislation replacing that provision and "RP" shall be construed accordingly;

**"Shared Ownership
Dwelling"**

means an Affordable Dwelling sold on the basis of a Shared Ownership Lease and the rent under such lease may be increased by no more than the Retail Prices Index (All Items) plus 0.5% or other such amount as

prescribed by Homes England. The maximum amount of equity to be purchased shall not exceed 80% of the Value; **OR SUCH OTHER AMOUNT AS IS AGREED WITH THE COUNCIL** **C**

"Shared Ownership Housing"

means Affordable Housing where a person can buy a share in the property and the remaining share is held by a provider of Affordable Housing under a lease based on the appropriate form of shared ownership as published by HE;

"Shared Ownership Lease"

means a Shared Ownership lease in the form as published by Homes England as amended to comply with this Deed or as approved by the Council's Head of Development Control;

"Social Rent"

means a rent which does not exceed HE target rents for the area in which the Site is located as specified by the HE or other successor or replacement body which sets rent levels for Affordable Housing;

"Social Rented Dwelling"

means an Affordable Dwelling(s) let at a Social Rent by a Registered Provider;

"Start Date"

means the date immediately preceding the date on which the Affordable Housing Dwelling is Occupied by a person in Housing Need; and

"Subsidy"

means social housing grant or similar provided by the Council and/or HE or such other body as may succeed it.

2. AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

Affordable Housing Scheme

- 2.1 To provide 21 of the total number of Dwellings to be constructed on the Site as Affordable Dwellings, the tenure of which shall be 16 for Social Rent and 5 for Shared Ownership Housing in accordance with the following (unless otherwise agreed in writing by the Council):

Social Rented Dwellings

Number of Bedrooms	Plot Numbers	Minimum size	Category M(4) 2 Dwellings
1 Bedroom or 2 Bedroom apartments	14,15, 18, 19, 20, 21, 30, 31, 49 and 50	50 m2	Two Dwellings at ground floor will be provided as M4(2) (means Dwellings which are built to standards which require that (1) Reasonable provision must be made for people to: a) gain access to; and b) use, the Dwelling and its facilities. And (2) The provisions made must be sufficient to: a) meet the needs of occupiers with differing needs, including some older or disabled people; and b) to allow adaptation of the Dwelling to meet the changing needs of occupants over time as specified in the 'Optional Requirement M4(2) Category 2: Accessible and adaptable dwellings' section of the Building Regulations 2010 Approved Document M 2015 edition or such similar standards and regulations that may replace these)
			N/A

2 Bedroom house	32,33, 51 and 52	79 m2	As above
3 Bedroom house	16 and 17	93 m2	As above

Shared Ownership Dwellings

Number of Bedrooms	Plot Numbers	Minimum size	Category M(4) 2 Dwellings
2 Bedroom house	53 and 54	79 m2	N/A
3 Bedroom house	34, 35 and 55	93 m2	

and to be constructed in accordance with the Affordable Housing Scheme to be submitted and approved by the Council pursuant to paragraph 2.2.

- 2.2 Prior to the Commencement of Development to submit the Affordable Housing Scheme to the Council.
- 2.3 Not to Commence Development until the Council has approved the Affordable Housing Scheme and to construct the Affordable Dwellings as approved.
- 2.4 Subject to the provisions of this Deed the Affordable Dwellings shall not be used for any purpose other than for the provision of the Affordable Housing as set out in this Deed and the Affordable Housing Scheme.

Construction of the Affordable Dwellings.

- 2.5 Not to cause or permit first Occupation of:
 - 2.5.1 more than 25 Open Market Dwellings until such time as the construction of 60% of the Affordable Dwellings (for the avoidance of doubt 12 Affordable Dwellings) have been completed and the Affordable Dwellings are ready for Occupation and have been transferred in accordance with the approved Affordable Housing Scheme; and
 - 2.5.2 more than 38 Open Market Dwellings until such time as the construction of all of the Affordable Dwellings has been completed and the Affordable Dwellings are ready for Occupation and have been transferred in accordance with the approved Affordable Housing Scheme.
- 2.6 The Affordable Dwellings shall be constructed in accordance with the agreed Affordable Housing Scheme and using the same external materials as the Open Market Dwellings so as to be indistinguishable from the Open Market Dwellings.
- 2.7 If the Affordable Housing Scheme identifies that the Affordable Dwellings will be transferred to a Registered Provider the transfer of the Affordable Dwellings shall be on the following terms:-
 - 2.7.1 the transfer shall be of the unencumbered freehold of the Affordable Dwellings and their curtilages save for any encumbrances (not being financial charges

existing prior to the date of this Deed) with full title guarantee and vacant possession;

- 2.7.2 the transfer shall grant all rights and easements (if any) as are required to give pedestrian and vehicular access between the Affordable Dwellings and the public highway and as are required to connect all sewers, drains pipes cables and all other conducting media serving the Affordable Dwellings to the relevant networks.

Marketing, Allocation and Occupation of Affordable Dwellings

- 2.8 Not to permit allow or cause the Affordable Dwellings to be Occupied by a person unless that person:
- 2.8.1 is a person in Housing Need who has a Local Connection at the time of his first Occupation of the Affordable Dwelling; or
- 2.8.2 is a member of the household of and living with a person in Housing Need at the time of his first Occupation of the Affordable Dwelling; and
- 2.8.3 (in either case) occupies the Affordable Dwelling as his or her sole or main residence.
- 2.9 No person shall let any Social Rented Dwellings for a rent which exceeds the Social Rent.

Shared Ownership Housing

- 2.10 Where an Affordable Dwelling is shown within the approved Affordable Housing Scheme as intended to be disposed of as a Shared Ownership Dwelling:
- 2.10.1 the Shared Ownership Dwelling shall only be disposed of by way of a Shared Ownership Lease;
- 2.10.2 the minimum initial share of the equity in the Shared Ownership Dwelling that a purchaser may purchase shall be restricted to 25-75% of the equity as per the Shared Ownership Lease or such lower initial share as may be permitted under guidance issued by HE;
- 2.10.3 the rent payable shall not exceed two decimal point seven five per cent (2.75%) of the open market value of the equity retained by the landlord; and
- 2.10.4 the maximum amount of equity that may be purchased is restricted to 80% **OR SUCH OTHER AMOUNTS AS IS AGREED WITH THE COUNCIL** **G**

Marketing - Social Rented Housing

- 2.11 If within a period of 2 (two) weeks for initial lettings and 1 (one) week for subsequent lettings from the date that the Affordable Dwelling becomes available for Occupation no prospective occupier in Housing Need and with a Local Connection to the Parish wishes to Occupy the Affordable Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the Adjoining Parish and if no prospective occupier in Housing Need and with a Local Connection to the Adjoining Parish wishes to Occupy the Affordable

Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the District,

PROVIDED THAT throughout the periods specified in this paragraph 2.10 the Affordable Dwelling shall have been continuously Advertised within the Parish/Adjoining Parish and will be allocated in terms of priority to the Parish first and then the Adjoining Parish and finally the District.

Marketing - Shared Ownership Housing

- 2.12 If within a period of 12 (twelve) weeks for initial sales and 8 (eight) weeks for subsequent sales from the date that the Affordable Dwelling becomes available for Occupation no prospective occupier in Housing Need and with a Local Connection to the Parish wishes to Occupy or purchase the Affordable Dwelling then Occupation or purchase is permitted by a person in Housing Need and with a Local Connection as applied to the Adjoining Parish and if no prospective occupier in Housing Need and with a Local Connection to the Adjoining Parish wishes to Occupy the Affordable Dwelling then Occupation is permitted by a person in Housing Need and with a Local Connection as applied to the District,

PROVIDED THAT throughout the periods specified in this paragraph 2.11 the Affordable Dwelling shall have been continuously Advertised within the Parish/Adjoining Parish and will be allocated in terms of priority to the Parish first and then the Adjoining Parish and finally the District.

- 2.13 Where the owner of the Shared Ownership Dwelling is a Registered Provider the Affordable Dwelling may also be Occupied in accordance with any nomination and management scheme in effect between the Council and that Registered Provider.
- 2.14 Any transfer for the sale or lease of the Affordable Dwellings should include such covenants and restrictions so as to ensure the future compliance with the planning obligations in this Part 2 of Schedule 1 subject to the exclusions contained in Part 2 of Schedule 1 and subject also to any subsequent amendment or variation to this Deed as agreed with the Council in writing to ensure that the Affordable Housing remains as such in perpetuity.

Mortgagee Exclusion

- 2.15 Notwithstanding the other provisions of this Deed, the covenants restrictions and obligations contained in this Part 2 of Schedule 1 shall not be binding on a Mortgagee or any purchaser from or successor in title to such Mortgagee or any other Mortgagee of any Affordable Dwelling(s) or part thereof or any purchaser from or successor in title to such Mortgagee

PROVIDED THAT:

- 2.15.1 the Mortgagee shall prior to seeking to dispose of the Affordable Dwellings (or any part thereof) pursuant to any default under terms of the relevant security documentation first give written notice to the Council of its intention to dispose of the Affordable Dwellings (or any part thereof) and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice

to complete a disposal of the Affordable Dwellings (or any part thereof) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

2.15.2 if such disposal has not completed with the 3 (three) month period, the Mortgagee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Deed which provisions shall determine absolutely.