FIRST SCHEDULE

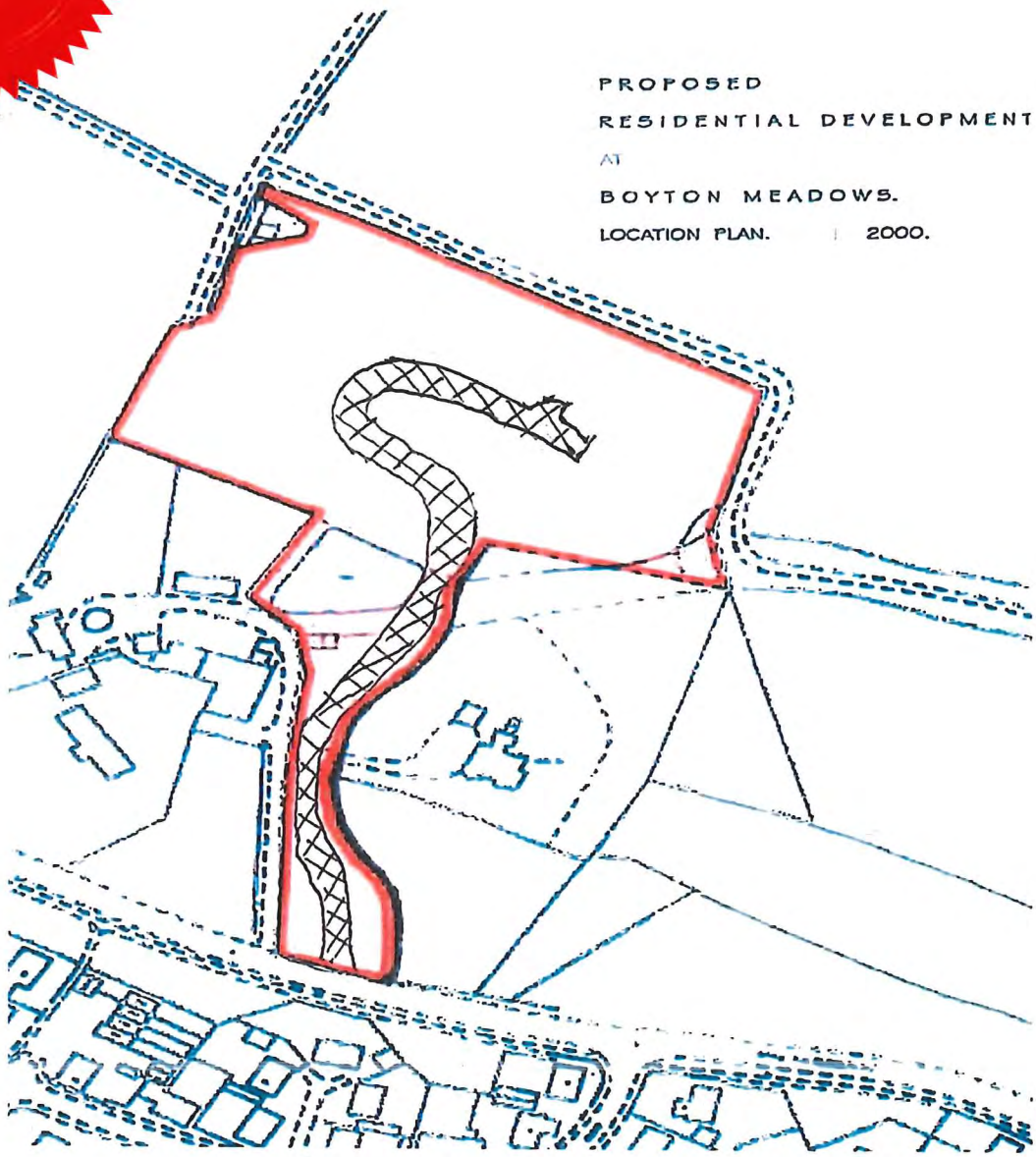
The Land shown for identification purposes edged red in the Site Plan comprising of the Owners land forming part of land registered with the Land Registry under title number SK311495 and SK196820

1222

WEST SUFFOLK COUNCIL

[redacted]

SITE PLAN



24366

COUNTY COUNCIL

[redacted]

SECOND SCHEDULE

THE OWNERS COVENANT WITH THE COUNCIL:

1. AFFORDABLE HOUSING UNITS

1.1 To transfer all freehold or leasehold interest in the Affordable Housing Units to a Registered Provider prior to the Occupation of twenty-five (25) Open Market Dwellings

1.2 Not to Occupy or permit Occupation of more than twenty-four (24) Open Market Dwellings unless and until the Affordable Housing Units have been constructed and the Owner has transferred all freehold or leasehold interest in those Affordable Housing Units to a Registered Provider

1.3 To ensure the transfer referred to in Paragraph 1.1 of this Second Schedule to the Registered Provider and their successors in title will contain a covenant to enter into a Nomination Agreement with the Council for those Affordable Housing Units prior to Occupation of those Affordable Housing Units

1.4 To ensure the conditions on which the Affordable Housing Units to be transferred to a Registered Provider shall be transferred shall include but not be limited to the following:

1.4.1 to have good and marketable freehold title

1.4.2 be remediated so that the land is fit for the proposed use

1.4.3 be on terms that at the date of the transfer the following are (unless otherwise agreed by the Registered Provider) provided up to a point immediately adjacent to the boundary of the Affordable Housing Units:

1.4.3.1 an adoptable road constructed to base course and subject to an agreement under Section 38 of the Highways Act 1980

1.4.3.2 adoptable public sewers and drains subject to an agreement under Section 104 of the Water Industry Act 1991

1.4.3.3 gas water electricity telecommunications infrastructure with sufficient capacity to serve each Affordable Housing Unit and

1.4.3.4 such necessary rights as the Owner may reasonably require to be reserved

1.5 Subject to clause 2.10 to ensure the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing Units

THIRD SCHEDULE

THE OWNERS COVENANT WITH THE COUNTY COUNCIL

1 LIBRARY CONTRIBUTION

1.1 To pay to the County Council the Library Contribution prior to the first Occupation of fifteen (15) Dwellings

1.2 Not to Occupy or permit Occupation of more than fourteen (14) Dwellings until the Library Contribution has been paid to the County Council

2 PRE SCHOOL AND PRIMARY SCHOOL AND SECONDARY SCHOOL CONTRIBUTIONS

2.1 To pay to the County Council the Pre School Contribution and the Primary School Contribution and the Secondary School Contribution prior to Occupation of fifteen (15) Dwellings

2.2 Not to Occupy or permit Occupation of more than fourteen (14) Dwellings until the Pre School Contribution and the Primary School Contribution and the Secondary School Contribution have been paid to the County Council

FOURTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNERS:

1 LIBRARY CONTRIBUTION

1.1 To use the Library Contribution towards the provision of lending stock, to enhance and improve, IT equipment, and associated materials for a library service within the vicinity of Haverhill.

1.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay to any person such amount of the Library Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable

1.3 When the Library Contribution paid to the County Council pursuant 19to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

2 PRE SCHOOL, PRIMARY AND SECONDARY SCHOOL CONTRIBUTIONS

2.1 To use the Pre School Contribution to help provide for early years provision serving the Site and to use the Primary School Contribution for the improvement and enhancement (including increasing the pupil admission number) of primary schools provision at the local catchment primary schools and to use the Secondary School Contribution for the improvement and enhancement (including increasing the pupil admission number) of secondary schools provision at the catchment secondary schools

2.2 If requested to do so in writing after the expiry of ten (10) years of the date that the Pre School Contribution or the Primary School Contribution or the Secondary School Contribution was paid within a further period of one (1) year to pay to any person such amount of the Pre School Contribution or the Primary School Contribution or the Secondary School Contribution paid by that person which has not

been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable

2.3 When the Pre School Contribution and the Primary School Contribution and the Secondary School Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the payment of that sum within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

FIFTH SCHEDULE

DRAFT NOMINATION AGREEMENT

DATED 2020

(1) **THE COUNCIL OF WEST SUFFOLK**

And

(2) XXXXXX

NOMINATION AGREEMENT

Relating to Land at XXXX

West Suffolk Council
West Suffolk House,
Western Way,
Bury St Edmunds,
Suffolk. IP33 3YU

THIS AGREEMENT MADE 2020

BETWEEN

(1) **THE COUNCIL OF WEST SUFFOLK** of West Suffolk House, Western Way, Bury St Edmunds, Suffolk IP33 3YU ("the Council") and

(2) **XXXXX** of ("the Association")

WHEREBY IT IS AGREED as follows:-

1. Particulars

1.1 The Scheme	:	The construction works to be carried out to provide **XX (X**X) dwellings at **XXXX**, Suffolk.
1.2 Dwellings	:	**XXXX (XX)** affordable dwellings erected pursuant to the Scheme
1.3 Registered Provider	:	Means either the Association or another Registered Provider of social housing within the meaning of Section 80(1) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator of Social Housing under section 111 of that Act.
1.4 Rented	:	Has the same meaning as the tenures provided for by Schedule 4 Part 3 in the Section 106 Agreement
1.5 Rented Dwellings	:	**XXXX (XX)** dwellings **XX** X 1 bed flat (plots **XXXX) XX** x 2 bed house (plots **XXXX) XX** x 3 bed house, (plots **XXXXXX**) **XX** x 4 bed house (plots **XXXX**) erected pursuant to the Scheme which are to be provided for a Rented tenure (unless otherwise agreed by the Council in accordance with the Section 106 Agreement) to be owned and managed by the Association and

		provided to the Council for nomination rights. If the rented dwellings are delivered as Affordable Rent the rents shall not exceed the Local Housing Allowance (and the"Affordable Rented Dwelling" shall be construed accordingly)
1.6 Shared Ownership Dwellings	:	**XXXX (XX)** dwellings erected pursuant to the Scheme **(XX** x 2 bedroom house (Plots **XXXX**) X x 3 bedroom house (plots **XXXXX**)) which are to be provided for Shared Ownership tenure (unless otherwise agreed by the Council in accordance with the Section 106 Agreement) (and "Shared Ownership Dwelling" shall be construed accordingly)
1.7 Shared Ownership	: f	Has the same meaning as the tenures provided or by **XXXXX** in the Section 106 Agreement
1.8 Initial Lets	:	means the first tenancy of each newly constructed Rented Dwelling
1.9 Initial Sale	:	Means the initial sale by the Registered Provider of each newly constructed Shared Ownership Dwelling
1.10 Subsequent Sales of	:	means the subsequent sale a Shared Ownership Dwelling following Initial Sale
1.11 Help to Buy Agent	:	BPHA Limited, Bedford Heights, Manton Lane, Bedford. MK41 7BJ or any other Help To Buy Agent party to and acting in accordance with the Service Level Agreement

1.12 Service Level Agreement	:	An agreement made between the Association and the Help to Buy Agent dated 19/12/2014 for the governance of procedures and performance standards of the Help to Buy Agent and the Registered Provider in their roles in enabling any affordable housing scheme or any subsequent service level agreement made between the Registered Provider and the Help to Buy Agent for the same provision.
1.13 Chargee	:	means any mortgagee or chargee of the Association or any receiver or manager (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.
1.14 Voids	:	means an Rented Dwelling which does not have a tenancy and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of a new tenancy.

2. Agreement

2.1 The Association hereby grants the Council nomination rights of 100% for the Initial Lets and thereafter 75% of Voids in relation to the Rented Dwellings to be erected on the Scheme in accordance with the terms of this Deed.

PROVIDED THAT

2.1.1 Rented Dwellings – West Suffolk Council Nomination Rights

(a) In relation to the Initial Lets of the Rented Dwellings the Association should refer to the Cambridge Sub Regional Choice Based Lettings Scheme ("Home-Link") or any successor scheme and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Rented Dwellings to any person who the Association considers to be in need of such accommodation.

(b) In relation to any Rented Dwelling that becomes Void after the Intial Let the Association should refer to the Cambridge Sub-Regional Choice Based lettings Scheme ("Home-Link) or any successor scheme for applicants and if no such nominations are made within ten working days of such reference then nothing in this clause shall prevent the Association from offering the Rented Dwelling to any person who the Association considers to be in need of such accommodation.

(c) The Association shall in every case inform the Council in writing as soon as possible of the name of the tenant to whom an Rented Dwelling has been offered.

(d) On any disposal of the Rented Dwellings to another Registered Provider, the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

2.2 The Association hereby grants the Council nomination rights of 100% for the Initial Lets and thereafter 75% of any Subsequent Lets in relation to the Rented Dwellings to be erected on the Scheme in accordance with the terms of this D eed.

PROVIDED THAT

2.2.1 Shared Ownership Dwellings – West Suffolk Council Nomination Rights

(a) In relation to Initial Sales of Shared Ownership Dwellings the Association shall upload details of the Shared Ownership Dwellings being offered for sale to the Help to Buy Agent's website. Applicants who have been approved by the Help to Buy Agent shall then be assessed by the Association and provided they comply with specific criteria within the Section 106 Agreement the Association shall then offer for sale the Shared Ownership Dwelling to such applicant.

(b) In the event the Help to Buy Agent is unable to provide applicants on the Initial Sales of Shared Ownership Dwellings within three months of practical completion notification given by the Association, then the Association may offer for sale the Shared Ownership Dwellings on the open market to any person the Association considers to be in need of such accommodation.

(c) In relation to the Subsequent Sales of the Shared Ownership Dwellings the Association shall as soon as it receives notification from a shared ownership lessee that a Shared Ownership Dwelling is being offered for sale upload details of the Shared Ownership Dwelling being offered for sale to the Help to Buy Agent's website. Applicants who have been approved by the Help to Buy Agent shall then be assessed by the Association and provided they comply with specific criteria within the Section 106 Agreement the Association shall then direct the shared ownership lessee to sell the Shared Ownership Dwelling to such applicant.

(d) In the event that the Help to Buy Agent is unable to provide applicants on a Subsequent Sale of the Shared Ownership Dwelling within eight weeks then the

shared ownership lessee may offer for sale the Shared Ownership Dwelling on the open market to any person the Association considers to be in need of such accomodation.

(e) On any disposal of the Shared Ownership Dwellings to another Registered Provider the Association will use reasonable endeavours to ensure that the purchaser enters into an agreement with the Council in the same terms as this Agreement.

3 General

(a) The provisions of this Agreement shall not be binding on a Chargee of the whole or any part of the Shared Ownership Dwellings or any persons or bodies deriving title through such Chargee PROVIDED THAT such Chargee has complied with the requirements for disposal in the Section 106 Agreement

(b) The Scheme is subject to an agreement made in accordance with section 106 of the Town and Country Planning Act 1990 made between the Council (1) Suffolk County Council (2) **xxxxxx** (3) and **xxxxxxx** (4) **xxxxx** ***(" the Section 106 Agreement")*** and Reserved Matters application dated ***xxxxx*** and all nominations and occupation of the Rented Dwellings and the Shared Ownership Dwellings shall comply with the provisions of those agreements.

IN WITNESS whereof the Council and the Association have caused their respective common seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of **THE COUNCIL OF WEST SUFFOLK** was hereunto affixed as its deed in the presence of:-)

.....
Authorised Officer

.....
Authorised Officer

THE COMMON SEAL of **XXXXX** was hereunto affixed in the presence of:-)

.....
Authorised Signatory

.....
Authorised Signatory