

DATED

21st August

2020

**Deed pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)**

MID SUFFOLK DISTRICT COUNCIL (1)

and

SUFFOLK COUNTY COUNCIL (2)

and

**JENNIFER ANNE KENRICK, ROSEMARIE GWEN PRIOR & JULIE
LARTER (3)**

and

HOPKINS HOMES LIMITED (4)

Relating to

Land off Bury Road, The Street, Woolpit, Suffolk, IP30 9SA
(Planning Reference: DC/18/04247)

This Deed is made the 21st day of August 2020

Between:

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the District Council") and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the County Council") and
- (3) **JENNIFER ANNE KENRICK** of 33 Appledown Drive, Bury St Edmunds, IP32 7HG; **ROSEMARIE GWEN PRIOR** of 21 Tallboys Close, Kesgrave, Ipswich, IP5 2YF and **JULIE LARTER** of Rookery Farm, Saxmundham Road, Framlingham, Woodbridge, IP13 9PH ("together referred to as the Owner") and
- (4) **HOPKINS HOMES LIMITED** (Company Registration No. 02875798) of Melton Park House, Melton, Woodbridge, Suffolk, IP12 1TJ ("the Developer")

Together "the Parties"

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
2. The County Council is the local highway authority (except for trunk roads) and is the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
3. The ownership and other interests in the Site are as set out in the First Schedule.
4. The Developer submitted the Application to the District Council for the Development and on 21 February 2020 the District Council resolved to grant the Planning Permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.

5. The District Council enters into this Deed content that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome.
6. The District Council and the County Council consider and the Owner acknowledges that the Development should not proceed unless certain restrictions regulating the use of the Site are imposed in the manner hereinafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
7. The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

**NOW THIS DEED WITNESSES AS FOLLOWS:
OPERATIVE PART**

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“Act” the Town and Country Planning Act 1990 (as amended)

“Additional Affordable Housing Contribution” means a further financial contribution towards the provision of off-site Affordable Housing within the District Council's administrative district the sum to be calculated in accordance with the following provision:

(1) The Owner shall retain a sum for the Profit up to the equivalent of 18.55 % of the total actual revenue achieved by the Disposals of the Dwellings (which for the avoidance of doubt may result in no further Profit being available for (2) and (3) below)

(2) 50% of any remaining Profit following deduction in (1) above shall be paid to

the District Council such sum shall not exceed the Additional Affordable Housing Contribution Cap

(3) The remaining Profit following the deduction in (1) and (2) above shall be retained by the Owner

“Additional Affordable Housing Contribution Cap”

The sum of one million eight hundred thousand pounds (£1,800,000)

“Additional Affordable Housing Contribution Payment Date”

The first working day falling twenty (20) Working Days after the date upon which the District Council (acting reasonably) confirms that the further Updated Appraisal is agreed

“Affordable Housing”

subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with Annexe 2 of the National Planning Policy Framework 2019

“Affordable Housing Base Provision”

the minimum level of Affordable Housing to be provided within the Development pursuant to Part 2 of the Second Schedule

“Affordable Housing Contribution”

the sum calculated in accordance with the District Council's affordable housing policies in place at the time to be paid to the District Council to spend on the provision of off-site Affordable Housing within the administrative district of the District Council in the event that the Owner is unable to dispose of the Affordable Housing to a Registered Provider in accordance with paragraph 1.10 to part 2 of the Second Schedule or to the Council in accordance with paragraph 1.12 to part 2 of the Second Schedule

“Affordable Housing Nomination Agreement”

an agreement substantially in the form set out in the Sixth Schedule (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and “Nomination Agreement” shall have the same meaning

“Affordable Housing Scheme”

a written scheme approved by the District Council as part of the reserved matters application for the written approval of the District Council identifying the location number of bedrooms, mix and tenure of each Affordable Housing Unit (unless otherwise agreed in writing with the District Council)

“Affordable Housing Units”

Twenty per cent (20%) of the Dwellings identified in paragraph 1.1 of Part 2 of the Second Schedule to this Deed all of which shall be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Scheme and for the avoidance of doubt and unless otherwise agreed in writing with the District Council (such agreement not to be unreasonably delayed or withheld) will have a tenancy split of seventy-five per cent (75%) Affordable Rent and shall be Occupied by persons allocated in accordance with a Choice Based Letting Scheme to which the District Council is a party or otherwise nominated by the District Council pursuant to the Affordable Housing Nomination Agreement as varied from time to time and twenty-five per cent

(25%) Shared Ownership and shall be Occupied by persons in accordance with the Government's Help to Buy Scheme (or any subsequent scheme)

"Affordable Rent"

housing made available by a Registered Provider as low-cost rental accommodation (as defined by section 69 of the Housing and Regeneration Act 2008) with a rent charged at a level up to 80% of the equivalent market rent including any service charges applicable or the local housing rate allowance

"Agreed Land Value"

means the value of £5,790,000 (five million seven hundred and ninety thousand pounds)

"Application"

the application for outline planning permission for the Development validated by the District Council on 22 September 2018 and allocated reference DC/18/04247

"Burial Ground"

an area of land for identification purposes only shown shaded red on the Land Use Plan to be used as a burial ground and car park for the burial ground

"Burial Ground Plan"

a plan to be submitted to the District Council for approval (such approval not to be unreasonably delayed or withheld) indicating the location of the Burial Ground

"Burial Ground Specification"

means the specification for delivery of the Burial Ground including the specifications plans and drawings showing but not limited to the layout and design of the Burial Ground (for the avoidance of doubt including the boundary hard landscaping), the timing of the delivery of the Burial Ground together with details of the proposed future management

"Burial Ground Transfer"

regime for the Burial Ground to be agreed in writing with the District Council in line with the District Council's current policies and requirements in accordance with Part 5 of the Second Schedule.

a transfer of the Burial Ground to be approved in writing by the District Council and which inter alia shall contain the following provisions:

a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;

b) All easements and rights necessary in relation to access for the benefit of the Burial Ground;

c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;

d) Restrictive covenants by the Nominated Body:

(i) Not to use or permit the Burial Ground to be used for any purpose other than for the provision of facilities or amenity land for use by the general public as a burial ground as defined in this Deed and shown on the Burial Ground Plan;

(ii) Not to use or permit the Burial Ground to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

“Chargee of the Registered Provider”	any mortgagee or chargee of a Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or housing administrator pursuant to section 101 of the Housing and Planning Act 2016
“Chargee’s Duty”	the tasks and duties set out in paragraph 1.9 of part 2 of the Second Schedule
“Choice Based Lettings Scheme”	an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the District Council is a party
“Commencement of Development”	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, any underground works, construction of access road (whether temporary or permanent), construction of temporary site compound and temporary marketing suite, erection of any temporary means of enclosure/ site security and the temporary display of site notices or advertisements and any other preparatory works as may be

	agreed with the District Council and "Commence", "Commenced" and "Commencement" shall be construed accordingly
"Completion of Development"	the date when the Development is capable of beneficial occupation and use.
"County Council Nominee"	any person company body or organisation that the County Council shall employ fund or work in partnership with in connection with the design construction commissioning running or maintenance of the Primary School Facility AND FOR THE AVOIDANCE OF DOUBT the County Council's Nominee may include any providers of free state education or childcare of any type
"D1 Use"	means use as specified under Schedule 1 Part 4 para 1 of the <u>Town and Country Planning (Use Classes) Order 1987 (as amended)</u> and described as D1 Non-residential institution or in any provision equivalent to that use class in any statutory instrument revoking and enacting that order
"Development"	the residential development of up to three hundred (300) Dwellings including affordable homes, a new spine road, land for a new primary school, burial ground extension, village car park and associated infrastructure as set out in the Application
"Development Cost"	the actual costs of carrying out the Development and all costs associated with it which for the avoidance of doubt shall include the Agreed Land Value and all associated costs and expenses, site servicing, infrastructure, demolition, decontamination , ecological costs, archaeological

investigations, off site highway works, build costs, site overheads and costs, holding costs, NHBC warranty fees, staffing and professional fees, consultant fees, contractor fees and legal fees, finance, sales costs (including legal costs), estate agent costs, cost associated with show house(s) and publicity and the costs of obtaining and complying with the Planning Permission and this Deed PROVIDED that it is agreed between the parties that for the purposes of this Deed the expression "holding costs" shall accord with the advice and guidance contained in the Royal Institution of Chartered Surveyors Professional Guidance: Financial Viability in Planning as amended from time to time

"Disposal"

The disposal of the Owner's interest in a Dwelling by way of the sale of the freehold interest or the granting of a leasehold interest or other initial tenancy agreement and "Disposals" and "Disposed Of" shall be construed accordingly

"Dwelling"

any dwelling (including a house bungalow flat or maisonette) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"Early Years Contribution"

the sum of £529,497 (five hundred and twenty-nine thousand four hundred and ninety-seven pounds) (Index Linked) to be paid to the County Council in accordance with the Third Schedule and applied towards the costs of providing a 30 place pre-school setting serving the Development

"Footway/Cycleway improvements Contribution"

the sum of £220,000 (two hundred and twenty thousand pounds) to be paid to the County Council to provide a

	footway/cycleway link between Elmswell and Woolpit
"HE"	Homes England or such other organisation as may from time to time be the Regulator of Social Housing or such other body with statutory force charged with regulating Registered Providers
"Index"	All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation
"Index Linked"	the increase in any sum referred to in the Second and Third Schedules by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 11 of this Deed
Land Use Plan"	the plan attached to this deed bearing drawing number W004/102 and showing the proposed use of land on the Site
"Late Payment Interest"	interest at 4 per cent above the minimum lending rate of the Bank of England from time to time
"Management Company"	a company or body who will take over responsibility for the future maintenance of the Open Space and/or the Village Car Park and/or the Burial Ground in perpetuity and which definition may include a resident's association established for this purpose or a private limited company
"Market Housing Units"	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"Nominated Body"	one or any of the following as approved by the District Council:

- a) Woolpit Parish Council;
 - b) the Management Company; or
 - c) such other body as the District Council or Woolpit Parish Council may elect
- and "Nominated Bodies" shall be construed accordingly

"Notice of Actual Commencement"	notice in writing to advise of the actual date of Commencement of Development
"Notice of Expected Commencement"	notice in writing to advise of the expected date of Commencement of Development
"Occupation"	occupation for the purposes 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 "Occupied" and "Occupy" shall be construed accordingly
"Off-Site Highway Works Contribution"	the sum of £ 30,000 (Thirty thousand pounds) Indexed Linked to be paid to the County Council to be used to fund the construction of new bus stop infrastructure or improvements to existing bus stop infrastructure within the Development
"Open Space"	the areas of open space including green buffer area between the Development and existing dwellings on White Elm Road; smaller pockets of green space (including formal areas of play – LEAP) suitable for play areas; and open space to the east of the Site which are for informal or (if laid out) formal recreational use by the public to be provided on the land for the purposes of identification only shown coloured light blue on the Land Use Plan in accordance with the Planning Permission, the Open Space Plan and the Open Space Specification

"Open Space Plan"

a plan to be submitted to the District Council for approval (such approval not to be unreasonably delayed or withheld) indicating the location of the Open Space

"Open Space Specification"

the specification for the delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space, the phasing and timing of the delivery of the Open Space including details of any landscaping, surface water features paths and access arrangements together with details of the proposed future management regime for the Open Space to be agreed in writing with the District Council in accordance with Part 3 of the Second Schedule

"Open Space Transfer"

A transfer of the Open Space in a form to be agreed by the Owner and the District Council (both acting reasonably) and which inter alia shall contain the following provisions:

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title at the date of the transfer;
- b) All easements and rights necessary in relation to access for the benefit of the Open Space;
- c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;
- d) Restrictive covenants by the Nominated Body or the Nominated Bodies:
 - (i) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open

and play space as defined in this Deed and shown on the Open Space Plan;

(ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development;

Original Appraisal"

The Financial Viability Assessment dated 25 March 2019, authored by Intali

"Plan"

the site plan attached to this Deed with drawing number 001.

"Planning Permission"

the outline planning permission subject to conditions which may be granted by the District Council pursuant to the Application

"Practical Completion"

the issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or project manager

"Primary School Contribution"

the sum of £522,625 (five hundred and twenty-two thousand six hundred and twenty-five pounds) (Index Linked) to be paid to the County Council in accordance with the Third Schedule and applied towards the costs of providing the primary age pupil places serving the Development

"Primary School Facility"

A new primary school with a pre-school centre including indoor and outdoor facilities for the education and care of primary school children

"Primary School Land"

the area of land being a minimum of 2.2 hectares and for the purposes of identification only shown coloured yellow on the Land Use

Plan for the provision of Primary School Facility together with pre-school centre.

"Primary School Land Notice"

the written notice served by the County Council on the Owner in accordance with Part 4 of the Third Schedule:

(i) affirming the need for the Primary School Facility; and

(ii) requiring transfer of the Primary School Land to the County Council or if so directed to by the County Council to the County Council's Nominee;

"Primary School Land Transfer"

a transfer of the Primary School Land substantially in the form of the attached draft transfer attached hereto as Appendix 1 unless otherwise agreed by the Owner and the County Council (both acting reasonably) and which inter alia shall contain the following provisions:

(a) The Owner shall transfer the fee simple estate free from encumbrances which would prevent the transfer to the County Council and use of the Primary School Land for D1 Use

(b) All easements and rights necessary in relation to pedestrian cyclist and vehicular access via a road which is constructed and thereafter maintained by the Owner (or a person so authorised by them) to the highway adoption standard at the cost of the Owner for the benefit of the Primary School Land until such time as such road is adopted by the County Council as a highway maintainable at the public expense

(c) Clauses providing that the Primary School Land shall be fully serviced with full and free rights to the land boundary for the purposes of installing, providing and maintaining utility services including surface water drainage (including connection into the

adjacent development sustainable drainage system to cater for an impermeable area of up to 0.537 hectare), foul sewer, water, electricity, gas, telephone, and superfast broadband for a primary school of a stated capacity (provided that such superfast broadband is available within the locality at the time of installation of the services or such other broadband as is available in the event that it is not) and for the avoidance of doubt the Owner will bear the full costs of the installation of the above services;

(d) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;

(e) Not to use or permit the Primary School Land as defined in this Deed and as shown on the Land Use Plan to be used for any purpose other than for D1 Use for perpetuity;

(f) Not to use or permit the Primary School Land to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development or any individual Dwelling SAVE THAT any ordinary use as a primary school and/or pre-school does not and will not be a breach of this clause;

(g) The right to grant a lease of or dispose of the Primary School Land in whole or in part to a County Council Nominee

(h) That the Owner shall undertake reasonable archaeological investigations of the Primary School Land prior to transfer and provide copies of these to the County Council

means the sum calculated in accordance with the following formulae:

"Profit"

A-B=C

Where A= total actual revenue achieved from the Disposal of the Dwellings

B= total Development Cost of the Site

C= Profit

“Protected Person”

Any person who :

- (a) Has exercised the right to acquire pursuant to the Housing Act 1996 the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit ;
- (b) Has exercised any statutory right to buy(or an equivalent contractual right) in respect of an Affordable Housing Unit;
- (c) Is an 100% Staircaser

“Protected Tenant”

any tenant or nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

“Registered Provider”

a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by HE pursuant to Chapter 3 of that Act. For the avoidance of doubt this could include the District Council

“Reserved Matters Application”

an application for the approval of reserved matters (within the meaning of the Town and Country Planning (Development Management Procedure) Order 2015) pursuant to the Planning Permission

“Reserved Matters Area”	the area of land to which a Reserved Matters Application relates
“RICS Guidance Note”	the Royal Institution of Chartered Surveyors (RICS) Guidance Note into Financial Viability in Planning as amended from time to time
“Shared Ownership Dwelling”	dwelling to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in HE's capital funding guide and Shared Ownership Dwellings shall be construed accordingly
“Shared Ownership Lease”	a long lease (over 99 years) of a Shared Ownership Dwelling granted at a premium whereby no less than twenty-five percent (25%) and no more than up to seventy percent (70%) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by a lessee upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to acquire up to one hundred percent (100%) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates such lease to be substantially in the form of the model shared ownership lease provided by the Regulator of Social Housing whose registered office is Level 1A City Tower Piccadilly Plaza Manchester M1 4BT or any statutory successor thereof (or other government body with the function of regulating social housing development). Any capital receipt received from staircasing between 81% and 100% to be retained by the

Registered Provider and re-invested in Affordable Housing within the District of Mid Suffolk subject to any contrary requirements within the HE's capital funding guide. If the receipt cannot be spent in Mid Suffolk within five (5) years then the RP may utilise this elsewhere to provide Affordable Housing

"Site"

the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan;

"Updated Appraisal"

an updated version of the Original Appraisal run on the same basis, such return to detail the address, the date of disposal of each and every Dwelling the price achieved for the said disposal, the Development Cost and the Profit

"Travel Plan Implementation Figure"

the sum of seventy-seven thousand three hundred pounds (£77,300) Indexed Linked to be paid to the County Council in accordance with the Third Schedule to be applied by the County Council towards the costs of producing and operating a Travel Plan for the Development;

"Travel Plan"

a long-term management strategy for the Development that seeks to deliver sustainable transport objectives that is regularly monitored, reviewed and updated;

"Village Car Park"

An area of space which is to be constructed for use by the public as public car parking on the Village Car Park Land.

"Village Car Park Land"

The land for the purposes of identification only shown shaded green on the Land Use Plan to be used for the provision of the Village Car Park

“Village Car Park Plan ”

A plan to be submitted to the District Council for approval indicating the location and the layout of the Village Car Park

“Village Car Park Specification”

means the specification for delivery of the Village Car Park including the specifications plans and drawings showing but not limited to the layout and design of the Village Car Park (for the avoidance of doubt including the boundary hard landscaping), the phasing and timing of the delivery of the Village Car Park including details of any landscaping, paths and access arrangements together with details of the proposed future management regime for the Village Car Park to be agreed in writing with the District Council in line with the District Council's current policies and requirements in accordance with Part 4 of the Second Schedule.

“Village Car Park Transfer”

a transfer of the Village Car Park in a form to be agreed by the Owner and the District Council (both acting reasonably) and which inter alia shall contain the following provisions:

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) All easements and rights necessary in relation to access for the benefit of the Village Car Park;
- c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;

d) Restrictive covenants by the Nominated Body:

(i) Not to use or permit the Village Car Park to be used for any purpose other than for the provision of facilities or amenity land for use by the general public as a car park as defined in this Deed and shown on the Village Car Park Plan;

(ii) Not to use or permit the Village Car Park to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development;

“Working Days”

Any day which is not a Saturday or Sunday, a bank holiday or a public holiday in England.

“100% Staircaser”

A lessee under a Shared Ownership Lease who has exercised their right under that Shared Ownership Lease to purchase 100% of the equity of that Shared Ownership Dwelling

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act or Directive 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.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council any successors to its statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed in writing between the Owner the District Council and the County Council.
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against: -
- (a) those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings or any mortgagee of such Dwelling; or
 - (b) any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; or
 - (c) any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Dwelling a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person.; or
 - (d) any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver or
 - (e) any person who has an interest in the Site only by way of an easement
- 2.10 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as appropriate as local planning authorities against the Owner or their successors in title.
- 3.3 This Deed is a Deed and may be modified or discharged in part or in total at any time after the date of this Deed by Deed between the Parties in the form of a Deed.
- 3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such.

4. **CONDITIONALITY**

- 4.1 The obligations set out in this Deed are conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of the Development

save for the provisions of **Clauses 3.3, 3.4, 7.3, 7.4, 7.5, 7.6 7.8, 7.12, 7.13, 7.14, 9, 15, 18, 19, 21, 22, paragraph 1 of Part 1 of the Second Schedule and paragraph 1 of the Third Schedule** and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

- 4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owners this Deed will cease to have any further effect; and

4.2.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.

4.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

(a) when permission to apply for judicial review has been refused and no further application can be made;

(b) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

(c) when any appeal(s) is or are finally determined.

4.3.2 proceedings under Section 288 of the Act are concluded:

(a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal(s) is or are finally determined.

5. THE OWNER'S COVENANTS

5.1 The Owner hereby covenants with the District Council as set out in the Second Schedule so as to bind the Site and each and every part thereof.

5.2 The Owner hereby covenants with the County Council as set out in the Third Schedule so as to bind the Site and every part thereof.

6. THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

6.1 The District Council hereby covenants with the Owner as set out in the Fourth Schedule.

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

7. MISCELLANEOUS

7.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the District Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Site (provided that at all times they comply with the requirements set out in clause 10) or any requests to provide documentation within

the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 7.2 The Owner agrees declares and covenants both with the District Council and County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the District Council and/or the County Council (as appropriate) for any expenses or liability arising to the District Council and/or the County Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council and/or the County Council its employees or agents has caused or contributed to such expenses or liability.
- 7.3 The Owner agrees to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed.
- 7.4 The Owner agrees to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed.
- 7.5 The Owner agrees to pay to the County Council on completion of this Deed the monitoring fee of £2,060.
- 7.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.7 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead or officer acting under his hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or officer acting under his hand 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.
- 7.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.9 Insofar as any clause or clauses or paragraphs 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.

- 7.10 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 the Development and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.11 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.13 In the event that any new planning applications are made in respect of the Development pursuant to Section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to Section 73 of the Act:
- 7.13.1 Unless the local planning authority requires otherwise the planning obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission shall also bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and
- 7.13.2 the definitions of "Application", "Development" and "Planning Permission" shall be assumed to include references to any applications under Section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this Clause 7.13 shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate nature and/or quantum of planning obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act (whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the Act or a modification pursuant to Section 106A of the Act).
- 7.14 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the

County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as local authorities.

7.15 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

7.16 The Owner covenants and warrants to the District Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

8. **WAIVER**

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

9. **CHANGE IN OWNERSHIP**

The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Site (save for disposals of individual Dwellings or to any statutory undertaker) occurring before all the obligations under this Deed have been discharged such notice to be served within twenty (20) Working Days' of such transfer quoting the District Council's reference DC/18/04247 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 and a copy of the registered title and plan thereto.

10. **RIGHTS OF ENTRY**

10.1 At all times on not less than forty-eight (48) hours written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

10.1.1 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site);

10.1.2 such entry shall be effected between 08:00 and 18:00 on any Working Day;

- 10.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- 10.1.4 such employee or agent may take photographs measurements and levels;
- 10.1.5 such employee or agent may not remain on the Site for any longer than is reasonably necessary for carrying out a proper inspection;
- 10.1.6 such employee or agent and any other accompanying persons shall comply with the Owner or the Owner's representatives, reasonable directions and all the Owner's compliance precautions, procedures and measures in place for the Site at such time in the interests of health and safety;
- 10.1.7 such employee or agent shall not be entitled to access any Dwellings that have been sold;
- 10.1.8 such employee or agent shall be accompanied at all times by the Owner's manager or person in charge at the Site or such other employee or agent of the Owner in the interests of health and safety except in the event that no such person is available (in accordance with clause 10.1.1).

11. INDEXATION

Any sum referred to in the Second Schedule or the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- 11.1 A is the sum payable under this Deed;
- 11.2 B is the original sum calculated as the sum payable;
- 11.3 C is the Index for the month 2 months before the date on which the sum is payable;
- 11.4 D is the Index for the month 2 months before the date of this Deed; and
- 11.5 C/D is greater than 1

12. INTEREST

- 12.1 If any payment due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment

13. **VAT**

13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

14. **NOTICES**

14.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2

14.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Chief Planning Officer, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The Owner	At the addresses specified above and copied to Christopher Green Partner, Barker Gotelee Solicitors, 41 Barrack Square, Martlesham Heath, Ipswich or such other person as the Owner may advise
The Developer	Melton Park House, Melton, Woodbridge, Suffolk, IP12 1TJ and marked for the attention of Simon Bryan (Development Director) or such other person as the Developer may advise

15. **DISPUTE RESOLUTION PROVISIONS**

15.1 Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to an independent single Expert ("the Expert")

- 15.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to clause 15.1
- 15.3 The Parties to the dispute shall jointly appoint the Expert not later than twenty (20) Working Days' after service of a request in writing by any Party to the dispute to do so
- 15.4 If the Parties to the dispute are unable to agree within twenty (20) Working Days' as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties to the dispute as follows:
- 15.4.1 difference or question relates to the rights and liabilities of either Party to the dispute or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or
- 15.4.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or
- 15.4.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
- 15.4.4 if such difference of question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute.
- 15.5 In the event of a reference to an Expert the Parties to the dispute agree to:
- 15.5.1 prosecute any such reference expeditiously; and
- 15.5.2 do all things or take all steps reasonably necessary in order to enable the Expert to make a final determination as soon as reasonably practicable and in any event within one (1) month of his appointment PROVIDED THAT if the Expert fails to do so either Party to the dispute may apply to the President for the time being of the Institution of Law Society, Civil Engineers, Royal Institute of Chartered Surveyors or Royal Town Planning Institute (as appropriate) for a substitute to be appointed in which case the same procedure shall be repeated.
- 15.6 The Expert shall invite written representations from each of the Parties.

- 15.7 The Expert will have the power to consolidate proceedings or hold concurrent proceedings.
- 15.8 The findings of the Expert shall be in writing signed by the Expert.
- 15.9 The findings of the Expert shall be final and binding both on the Parties to the dispute except in the case of manifest, material error.
- 15.10 The Expert shall act as an expert and not as an arbitrator.
- 15.11 The costs of the Expert shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties.
- 15.12 Unless this Deed has already been terminated each of the Parties to the dispute shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause 15 but without prejudice to the rights and obligations of the Parties to the dispute in relation to the termination of the Deed.
- 15.13 Nothing in the provisions of this clause 15 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

16. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 16.1 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council or the County Council for a certificate to that effect and upon the District Council or the County Council (acting reasonably) being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the District Council or County Council shall forthwith issue a certificate to such effect.

17. APPROVALS

- 17.1 Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council or the County Council under the terms of this Deed further or amended details programmes plans strategies reports matters or materials may be submitted from time to time and if approved by the District Council or County Council (acting reasonably) shall replace those previously approved.

18. COMMUNITY INFRASTRUCTURE LEVY

- 18.1 The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are:
- 18.1.1 necessary to make the Development permitted pursuant to the Application acceptable in planning terms;

18.1.2 directly related to the Development permitted pursuant to the Application;
and

18.1.3 fairly and reasonably related in scale and kind to the Development permitted pursuant to the Application.

19. LAND OUTSIDE THE OWNER'S CONTROL

Nothing in this Deed shall require the performance of any obligation whatsoever in, over or under land outside the ownership or control of any Party to this Agreement.

20. FUTURE MORTGAGEES

The obligations in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Site (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Site (or the relevant part of it) PROVIDED THAT neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the obligations contained in this Deed unless committed at a time when that person is in possession of the Site (or any part of the Site to which such obligation relates).

21. JURISDICTION

This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England

22. DELIVERY

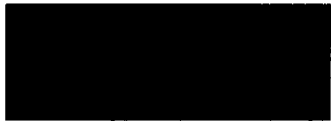
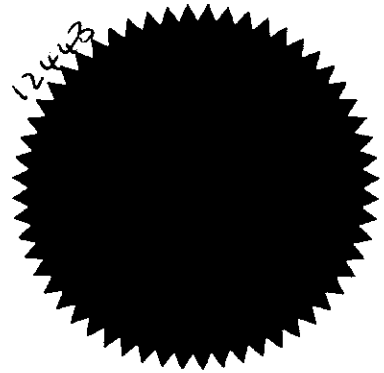
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one deed

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)



Authorised Signatory

THE COMMON SEAL OF)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)

Authorised Officer

Signed as a Deed by)
JENNIFER ANNE KENRICK)
In the presence of:)

Witness Signature:

Name:

Address:

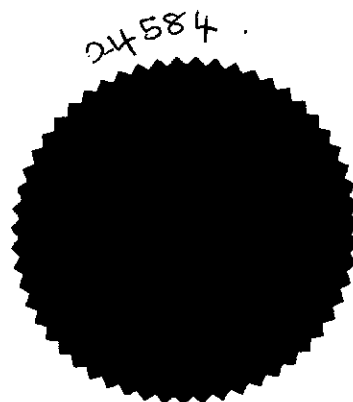
Witness Occupation:

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory

THE COMMON SEAL OF)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)




Authorised Officer

Signed as a Deed by)
JENNIFER ANNE KENRICK)
In the presence of:)

Witness Signature:

Name:

Address:

Witness Occupation:

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

The COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory

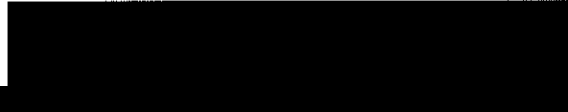
THE COMMON SEAL OF)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)

Authorised Officer

Signed as a Deed by)
JENNIFER ANNE KENRICK)
In the presence of:)



Witness Signature:



Name:

Christopher Stewart Green

Address:

*F.C.I.L.Ex
Barker Gotelee
41 Barrack Square*

Witness Occupation:

*Martlesham Heath
IPSWICH IP5 3RF*

Signed as a Deed by
ROSEMARIE GWEN PRIOR
In the presence of:

)
)
)

Witness Signature:

[Redacted]

Name:

Christopher Stewart Green

Address:

F.C.I.L.Ex

Barker Gotelee

Witness Occupation:

41 Barrack Square

Martlesham Heath

IPSWICH IP5 3RF

Signed as a Deed by
JULIE LARTER
In the presence of:

)
)
)

Witness Signature

[Redacted]

Name:

Christopher Stewart Green

Address:

F.C.I.L.Ex

Barker Gotelee

Witness Occupation:

41 Barrack Square

Martlesham Heath

IPSWICH IP5 3RF

EXECUTED AS A DEED by

as attorney for

HOPKINS HOMES LIMITED in the presence of:

Attorney's signature:

Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness signature:

Witness name:

Witness address:

Witness Occupation:

Signed as a Deed by)
ROSEMARIE GWEN PRIOR)
in the presence of:)

Witness Signature:

Name:

Address:

Witness Occupation:

Signed as a Deed by)
JULIE LARTER)
In the presence of:)

Witness Signature:

Name:


Address:

Witness Occupation:


EXECUTED AS A DEED by 

as attorney for

HOPKINS HOMES LIMITED in the presence of:

Attorney's signature: 

Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness signature: 

Witness name: **JESSAMY GORHAM**

Witness address: **20 MITRE WAY, IPSWICH, IPS 8DH**

Witness Occupation: **PARALEGAL**

FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The Freehold land consisting of land off Bury Road, The Street, Woolpit, Suffolk, IP30 9SA registered with the Land Registry under Title Numbers SK112636 and SK358910 and part of the land registered at the Land Registry under title number SK237644 as shown edged red for identification purposes only on the Plan.

SECOND SCHEDULE

OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART 1

- 1 The Owner shall serve the District Council with: (i) the Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of Development to occur; and (ii) within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm that Commencement has occurred.
- 2 The Owner shall give the District Council no less than one (1) months' written notice of the anticipated date for the first Occupation of the first Dwelling
- 3 The Owner shall within fifteen (15) Working Days' give written notice to the District Council following
 - 3.1 the date of Occupation of the first Dwelling; and
 - 3.2 Completion of Development

PART 2

AFFORDABLE HOUSING

- 1.1 Twenty per cent (20%) of the Dwellings to be constructed as part of the Development shall be provided as Affordable Housing Units in the following percentages as follows unless otherwise agreed in writing with the District Council (such agreement not to be unreasonably delayed or withheld):

75% of the Affordable Housing Units - **Affordable Rented**

13% x 1 bedroom 2 person flats @ 50 sqm

9% x 2 bedroom 4 person flats @ 70 sqm

9% x 2 bedroom 3 person bungalows @ 61 sqm

53% x 2 bedroom 4 person houses @ 79 sqm

16% x 3 bedroom 5 person houses @ 93 sqm

25% of the Affordable Housing Units - Shared Ownership Dwellings

27% x 2 bedroom 4 person flats @ 70 sqm

53% x 2 bedroom 4 person houses @ 79 sqm

20% x 3 bedroom 5 person houses @ 93 sqm

- 1.2 The Owner covenants not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the District Council in writing PROVIDED THAT an amended, revised or substituted Affordable Housing Scheme may be approved by the District Council following the Commencement of the Development and once approved by the District Council such scheme will form part of this Deed as if the same had been fully set out herein.
- 1.3 Having given notice under paragraph 1(ii) of the Second Schedule Part 1 above the Owner shall endeavour to agree with the District Council on the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed. The Owner may Commence the Development whilst that process is ongoing but if no agreement has been reached at the expiration of the period of six (6) months' following the Commencement of the Development the District Council shall be entitled to nominate a Registered Provider or other appropriate body for the purpose.
- 1.4 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme to a standard of construction which meets the Nationally Described Space Standards in place at that time.
- 1.5 Subject to paragraph 1.10 to 1.12 inclusive below the Owner shall not
- 1.5.1 Occupy or permit Occupation of more than 50% (fifty per cent) of the Market Housing Units until 50% (fifty per cent) of the Affordable Housing Units have been constructed and are ready for Occupation and in the case of the Affordable Housing Units that are either Affordable Rented Housing Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider.
- 1.5.2 Occupy or permit Occupation of more than 80% (eighty per cent) of the Market Housing Units until all of the Affordable Housing Units have been constructed and are ready for Occupation and in the case of the Affordable Housing Units that are either Affordable Rented Housing Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider.

- 1.6 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
- 1.6.1 with vacant possession;
 - 1.6.2 free from any encumbrance other than those existing as set out in the title at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 1.6.3 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
 - 1.6.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development;
 - 1.6.5 subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council.
- 1.7 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.8 and 1.9 below.
- 1.8 The District Council and the Owner agree that the obligations and restrictions contained in paragraph 1 of Part 2 of this Second Schedule shall not bind:
- 1.8.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 1.9 of this part of this Schedule below;
 - 1.8.2 any Protected Person;
 - 1.8.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
 - 1.8.4 a 100% Staircaser; or
 - 1.8.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.8.
- 1.9 Any Chargee of a Registered Provider shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose:
- 1.9.1 In the event that the District Council responds within one (1) month from receipt of a notice indicating that:

- (a) reasonable arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and
- (b) that such a transfer would take place within two (2) months from receipt of the notice,

then the Chargee of a Registered Provider shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer.

1.9.2 if the District Council does not serve its response to the notice served under paragraph 1.9 within one (1) month then the Chargee of a Registered Provider shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in paragraph 1 of Part 2 of this Second Schedule which shall from the time of the completion of the disposal cease to apply.

1.9.3 if the District Council cannot within two (2) months' of the date of service of its response under paragraph 1.9.1 secure such transfer then provided that the Chargee of a Registered Provider shall have complied with its obligations under paragraph 1.9 the Chargee of a Registered Provider shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in paragraph 1 of Part 2 of this Second Schedule which shall from the time of the completion of the disposal cease to apply.

PROVIDED THAT at all times the rights and obligations in this paragraph 1.9 shall not require the Chargee of a Registered Provider to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee of a Registered Provider in respect of monies outstanding under the charge or mortgage.

1.10 In the event that the Registered Provider (within two (2) months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units the Owner shall:

- 1.10.1 notify the District Council three (3) months' prior to the Practical Completion of the Affordable Housing Units;
- 1.10.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1.6 of this part of this Schedule;
- 1.10.3 submit any other information reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.6 of this part of this Schedule;

1.10.4 offer the relevant Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing.

1.11 In the event the District Council make an acceptable offer to the Owner (within two (2) months' of written invitation) for the Affordable Housing Units then the Owner shall not Occupy or permit Occupation of more than eighty per cent (80%) of the Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion

1.12 In the event the District Council does not make an acceptable offer to the Owner (within two (2) months' of written invitation) to purchase all of the Affordable Housing Units or the District Council indicates that they do not want to purchase the Affordable Housing Units the District Council shall serve on the Owner written confirmation that the Owner shall be permitted to sell the Affordable Housing Units on the open market (such written confirmation not to be unreasonably withheld or delayed) and shall pay the Affordable Housing Contribution to the Council within two (2) months of receipt of that written confirmation (such sum to be calculated in accordance with the Council's policies as are applicable at the time of calculation) in lieu of the provision of Affordable Housing on the Site.

1.13 Upon the payment of the Affordable Housing Contribution to the District Council the provisions of this Paragraph 1 of Part 2 of this Second Schedule shall no longer be applicable in respect of the Affordable Housing Units and the Owner shall be free to dispose of the said Affordable Housing Units as Market Housing Units.

2. Viability

2.1 The amount of Affordable Housing within the Development shall be subject to review in accordance with this paragraph.

2.2 The minimum amount of Affordable Housing to be provided shall always be the Affordable Housing Base Provision.

2.3 Where Implementation has not occurred within 24 months of the date of the first approval by the District Council of all of the Reserved Matters Applications for the first Reserved Matters Area, the Owner shall, prior to Implementation, submit an Updated Appraisal to the District Council for approval and the Council shall be deemed to have approved the Updated Appraisal if it fails to provide the Owner with written confirmation that the Updated Appraisal is approved or otherwise within forty(40) Working Days of the District Council receiving the Updated Appraisal but in the event that the Council advises the Owner in writing that the Updated Appraisal submitted pursuant to paragraph 2.3 above is not approved the matter shall be referred to an Expert pursuant to clause 15 of this Deed

- 2.4 The Owner covenants to provide a further Updated Appraisal to the District Council within two (2) months of the first Occupation of two hundred and seventieth (270) Dwelling
- 2.5 In the event of the District Council providing a written confirmation that the further Updated Appraisal submitted pursuant to paragraph 2.3 above is agreed and where this demonstrates that an Additional Affordable Housing Contribution is payable the Owner will pay such Additional Affordable Housing Contribution by the Additional Affordable Housing Contribution Date but in no circumstance will the Additional Affordable Housing Contribution exceed the Additional Affordable Housing Contribution Cap
- 2.6 The District Council shall be deemed to have approved the further Updated Appraisal if it fails to provide the Owner with written confirmation that the further Updated Appraisal is approved or otherwise within forty(40) Working Days of the District Council receiving the further Updated Appraisal and the Owner will immediately thereafter pay any Additional Affordable Housing Contribution due to the Council by the Additional Affordable Housing Contribution Date but in no circumstances will the Additional Affordable Housing Contribution exceed the Additional Affordable Housing Contribution Cap
- 2.7 If within forty (40) Working Days of receiving the further Updated Appraisal the District Council advises the Owner in writing that the further Updated Appraisal is not approved the matter shall be referred to an Expert pursuant to clause 15 of this Deed.
- 2.8 The Owner shall bear any costs of the District Council reasonably associated with the review of an Updated Appraisal (expert costs or otherwise) submitted in accordance with either paragraph 2.3 or 2.5 above on receiving a demand in writing by the District Council and any costs shall be payable within twenty five (25) Working Days.
- 2.9 Where an Updated Appraisal does not show that an Additional Affordable Housing Contribution is payable, the Owner shall be under no obligation to pay an Additional Affordable Housing Contribution.

PART 3

OPEN SPACE

- 1.1 The Owner hereby covenants with the District Council that prior to Occupation of the first Dwelling to submit the Open Space Plan and the Open Space Specification to the District Council for approval.

- 1.2 The Owner covenants not to Occupy the first Dwelling unless and until the Open Space Plan and the Open Space Specification have been provided and approved by the District Council in writing such approval not to be unreasonably withheld or delayed.
- 1.3 If the District Council fails within twenty five (25) Working Days' of submission of the Open Space Plan and Open Space Specification to notify the Owner of its approval of the Open Space Plan and the Open Space Specification the Owner shall be entitled to assume deemed approval of the Open Space Plan and Open Space Specification.
- 1.4 The Owner hereby covenants with the District Council not to permit the Occupation of any more than the number of Dwellings specified in the Open Space Specification until the Open Space has been provided in accordance with the approved Open Space Plan and the Open Space Specification.
- 1.5 The Owner further covenants with the District Council at their own cost to maintain and manage the Open Space strictly in accordance with the Open Space Plan the Open Space Specification and the Planning Permission until the date of the Open Space Transfer described in paragraphs 1.7 and 1.8 of this Part 3 of this Second Schedule has been completed and for the avoidance of doubt the Open Space can be transferred in full to the Nominated Body or if the Parties (acting reasonably) so agree in part to different Nominated Bodies.
- 1.6 The Owner covenants that following the District Council's written confirmation that the Open Space has been laid out in accordance with the Open Space Plan and Open Space Specification to transfer by way of a transfer or part thereof as agreed in writing by the District Council to the appropriate Nominated Body and such transfer to include such items as necessary and outlined in the Open Space Transfer and shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the Open Space Plan the Open Space Specification and the Planning Permission for the benefit of the general public.
- 1.7 The Owner shall transfer the Open Space to the Nominated Body in full or Nominated Bodies in part within twelve (12) months of Occupation of the last Dwelling in accordance with the Open Space Transfer.
- 1.8 The Open Space is to be transferred to the Nominated Body in full or Nominated Bodies in part for the sum of one pound (£1) within twelve months (12 months) of Occupation of the last Dwelling in accordance with the Open Space Transfer.

PART 4
VILLAGE CAR PARK

- 1.1 The Owner hereby covenants with the District Council that prior to Occupation of the first Dwelling to submit the Village Car Park Plan and the Village Car Park Specification to the District Council for approval.
- 1.2 The Owner covenants not to Occupy the first Dwelling unless and until the Village Car Park Plan and the Village Car Park Specification have been provided and approved by the District Council in writing such approval not to be unreasonably withheld or delayed.
- 1.3 If the District Council fails within twenty five (25) Working Days' of submission of the Village Car Park Plan and Village Car Park Specification to notify the Owner of its approval of the Village Car Park Plan and the Village Car Park Specification the Owner shall be entitled to assume deemed approval of the Village Car Park Plan and Village Car Park Specification.
- 1.4 The Owner hereby covenants with the District Council not to permit the Occupation of any more than the number of Dwellings specified in the Village Car Park Specification until the Village Car Park has been constructed and provided in accordance with the approved Village Car Park Plan and the Village Car Park Specification.
- 1.5 The Owner further covenants with the District Council at their own cost to maintain and manage the Village Car Park strictly in accordance with the Village Car Park Plan the Village Car Park Specification and the Planning Permission until the date of the Village Car Park Transfer described in paragraphs 1.7 and 1.8 of this Part 4 of this Second Schedule has been completed and transferred in full to the Nominated Body.
- 1.6 The Owner covenants that following the District Council's written confirmation that the Village Car Park has been laid out in accordance with the Village Car Park Plan and Village Car Park Specification to transfer the Village Car Park as agreed in writing by the District Council to the appropriate Nominated Body and such transfer to include such items as necessary and outlined in the Village Car Park Transfer and shall for the avoidance of doubt include a covenant that the Village Car Park shall thereafter be retained and maintained in accordance with the Village Car Park Plan the Village Car Park Specification and the Planning Permission for the benefit of the general public.
- 1.7 The Owner shall transfer the Village Car Park to the Nominated Body in full within twelve (12) months of Occupation of the last Dwelling in accordance with the Village Car Park Transfer.
- 1.8 The Village Car Park is to be transferred to the Nominated Body in full for the sum of one pound (£1) within twelve months (12 months) of Occupation of the last Dwelling in accordance with the Village Car Park Transfer.

PART 5
BURIAL GROUND

- 1.1 The Owner hereby covenants with the District Council that prior to Occupation of the first Dwelling to submit the Burial Ground Plan and the Burial Ground Specification to the District Council for approval.
- 1.2 The Owner covenants not to Occupy the first Dwelling unless and until the Burial Ground Plan and the Burial Ground Specification have been provided and approved by the District Council in writing such approval not to be unreasonably withheld or delayed.
- 1.3 If the District Council fails within twenty five (25) Working Days' of submission of the Burial Ground Plan and Burial Ground Specification to notify the Owner of its approval of the Burial Ground Plan and the Burial Ground Specification the Owner shall be entitled to assume deemed approval of the Burial Ground Plan and Burial Ground Specification.
- 1.4 The Owner hereby covenants with the District Council not to permit the Occupation of any more than the number of Dwellings specified in the Burial Ground Specification until the Burial Ground has been provided in accordance with the approved Burial Ground Plan and the Burial Ground Specification.
- 1.5 The Owner further covenants with the District Council at their own cost to maintain and manage the Burial Ground strictly in accordance with the Burial Ground Plan the Burial Ground Specification and the Planning Permission until the date of the Burial Ground Transfer described in paragraphs 1.7 and 1.8 of this Part 5 of this Second Schedule has been completed and transferred in full to the Nominated Body.
- 1.6 The Owner covenants that following the District Council's written confirmation that the Burial Ground has been landscaped and prepared in accordance with the Burial Ground Plan and Burial Ground Specification to transfer the Burial Ground as agreed in writing by the District Council to the appropriate Nominated Body and such transfer to include such items as necessary and outlined in the Burial Ground Transfer and shall for the avoidance of doubt include a covenant that the Burial Ground shall thereafter be retained and maintained in accordance with the Burial Ground Plan the Burial Ground Specification and the Planning Permission for the benefit of the general public.
- 1.7 The Owner shall transfer the Burial Ground to the Nominated Body in full within twelve (12) months of Occupation of the last Dwelling in accordance with the Burial Ground Transfer.

1.8 The Burial Ground is to be transferred to the Nominated Body in full for the sum of one pound (£1) within twelve months (12 months) of Occupation of the last Dwelling in accordance with the Burial Ground Transfer.

THIRD SCHEDULE

OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. The Owner shall give the County Council Notice of Expected Commencement not less than five (5) Working Days' before the date that the Owner expects Commencement of the Development to occur and (ii) within fifteen (15) Working Days' of Commencement of Development having occurred, the Notice of Actual Commencement in order to confirm that Commencement has occurred.

PART 1

OFF-SITE HIGHWAY WORKS CONTRIBUTION

1. The Owner covenants to pay the Off-Site Highway Works Contribution to the County Council in the following instalments:
 - 1.1 50% prior to Occupation of any Dwellings
 - 1.2 50% prior to Occupation of fifty (50) or more Dwellings
2. The Owner further covenants:
 - 2.1 not to Occupy any Dwelling until 50% of the Off Site Highway Works Contribution has been paid to the County Council
 - 2.2 not to Occupy more than forty nine (49) Dwellings until the remaining 50% of the Off-Site Highway Works Contribution has been paid to the County Council.
 - 2.3 to give the County Council notice within fifteen (15) Working Days' of Occupation of the 49th Dwelling having occurred.

PART 2

TRAVEL PLAN CONTRIBUTION

1. The Owner covenants to pay the Travel Plan Contribution to the County Council in the following instalments:
 - 1.1 50% no later than four (4) months prior to Occupation of any Dwellings
 - 1.2 50% prior to Occupation of more than one hundred and fifty (150) Dwellings
2. The Owner further covenants:

- 2.1 not to Occupy any Dwelling until 50% of the Travel Plan Contribution has been paid to the County Council
- 2.2 not to Occupy more than one hundred and forty nine (149) Dwellings until the remaining 50% of the Travel Plan Contribution has been paid to the County Council.
- 2.3 to give the County Council notice within fifteen (15) Working Days' of Occupation of the 149th Dwelling having occurred.

PART 3

FOOTWAY/CYCLEWAY IMPROVEMENTS CONTRIBUTION

1. The Owner covenants to pay the Footway/Cycleway Improvements Contribution to the County Council prior to Occupation of any of the Dwellings
2. The Owner further covenants not to Occupy any Dwellings until the Footway/Cycleway Improvements Contribution has been paid to the County Council

PART 4

EDUCATION

1. The Owner covenants to pay the Early Years Contribution and the Primary School Contribution to the County Council in the following instalments: -
 - 1.1 50% prior to Occupation of any Dwellings
 - 1.2 50% prior to first Occupation of the 150th Dwelling
2. The Owner further covenants:
 - 2.1 not to Occupy any Dwellings until 50% of the Early Years Contribution and 50% of the Primary School Contribution has been paid to the County Council
 - 2.2 not to Occupy more than 149 Dwellings until the remaining 50% of the Early Years Contribution and the remaining 50% of the Primary School Contribution has been paid to the County Council
 - 2.3 to give the County Council notice within fifteen (15) Working Days' of Occupation of the 149th Dwelling having occurred.
3. From the date of this Deed the Owner hereby covenants not to use or allow or permit any works or activities to be carried out on the Primary School Land that may render the Primary School Land unsuitable for use as a Primary School Facility in any way.

Provided That this obligation shall cease to have effect in the event that the Planning Permission expires prior to the Commencement of the Development or if the Planning Permission is quashed, revoked or otherwise withdrawn (without the consent of the Owner) in accordance with clause 7.9 of this Deed.

- 4 The Owner shall allow the County Council and or the County Council's Nominee or agents access to the Primary School Land with or without vehicles plant and machinery for the purposes of investigation or verification that the Primary School Land is suitable for the Primary School Facility and is fully serviced as provided in the Transfer deed PROVIDED THAT they comply at all times with the provisions set out in clause 10 (Rights of Entry) of this Deed.
5. In the event that the County Council serves the Primary School Land Notice (which for the avoidance of doubt it is agreed that the County Council shall not serve such notice upon the Owner prior to the Occupation of fifty (50) Dwellings on the Development) pursuant to paragraph 1 of Part 3 to the Fifth Schedule of this Deed then the Owner covenants to complete the Primary School Land Transfer(to the County Council or if so directed by the County Council to a County Council Nominee) within ninety(90) Working Days of service of the Primary School Land Notice in exchange for consideration not exceeding in total the sum of one pound (£1) sterling and otherwise on such reasonable terms congruent with the operation of this Deed and the intended use as the Primary School Facility as shall be agreed between the parties to that transfer and for the avoidance of doubt the Owner shall transfer the Primary School Land in the condition required by the Primary School Land Transfer
6. In the event that the Owner has not transferred the Primary School Land in the condition required by the Primary School Land Transfer within the ninety (90) Working Days' timescale set out in para 5 above the Owner covenants with the County Council that no further Dwellings in the Development shall be Occupied unless and until the Primary School Land has been transferred to the County Council in the condition required by the Primary School Land Transfer BUT FOR THE AVOIDANCE OF DOUBT if the Primary School Land Transfer has not completed within the ninety Working Day timescale set out in paragraph 4 above due to any delay or non-performance by the County Council the restriction on Occupation in this paragraph 6 shall not apply PROVIDED THAT the County Council has confirmed receipt of the validly executed Primary School Land Transfer
7. In the event that the County Council does not request a transfer of the Primary School Land from the Owner in the timescales pursuant to paragraph 1 of Part 3 to the Fifth

Schedule of this Deed the Owner shall not be bound to transfer the Primary School Land.

FOURTH SCHEDULE

DISTRICT COUNCIL'S COVENANTS

1. The District Council will issue the completed Planning Permission on or within five (5) Working Days' of the date of this Deed.
2. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained within this Deed when satisfied (acting reasonably) that such obligations have been performed.

PART 1

AFFORDABLE HOUSING

1. In the event that an Affordable Housing Contribution and/or an Additional Affordable Housing Contribution is paid to the District Council the District Council shall use the monies solely for the provision of Affordable Housing within the administrative area of the Mid Suffolk District Council.
2. The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Affordable Housing Contribution and/or the Additional Affordable Housing Contribution was paid repay such amount of the Affordable Housing Contribution which has not been committed or expended by the District Council in accordance with the provisions of this Deed to the Owner or such other person who made the payment such repayment to be made within one (1) month of such request.
3. In the event that the Affordable Housing Contribution and/or the Additional Affordable Housing Contribution is paid to the District Council pursuant to this Deed was spent or committed by the District Council it shall upon written request after the expiry of ten (10) years of the payment of that sum notify the Owner (or such other person who made the payment) that such monies have been spent or committed within a further period of one (1) month such notice to include full details of what the said monies were spent on or committed to.

FIFTH SCHEDULE
COUNTY COUNCIL'S COVENANTS

PART 1
OFF-SITE HIGHWAYS

1. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Off-Site Highways Contribution was paid repay such amount of the Off-Site Highways Contribution which has not been committed or expended by the County Council in accordance with the provisions of this Deed to the Owner or such other person who made the payment such repayment to be made within twenty (20) Working Days' of such request.
2. In the event that the Off-Site Highways Contribution paid to the County Council pursuant to this Deed was spent or committed by the County Council it shall upon written request after the expiry of ten (10) years of the payment of that sum notify the Owner (or such other person who made the payment) that such monies have been spent or committed within a further period of twenty (20) Working Days' such notice to include full details of what the said monies were spent on or committed to.
3. The County Council shall use the Off-Site Highways Contribution solely for the purposes specified in this Deed

PART 2

FOOTWAY/CYCLEWAY IMPROVEMENTS and TRAVEL PLAN IMPLEMENTATION
CONTRIBUTION

1. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Footway/Cycleway Improvements Contribution and/or the Travel Plan Implementation Contribution was paid repay such amount of the Footway/Cycleway Improvements Contribution or Travel Plan Implementation Contribution which has not been committed or expended by the County Council in accordance with the provisions of this Deed to the Owner or such other person who made the payment such repayment to be made within twenty (20) Working Days' of such request.
2. In the event that the Footway/Cycleway Improvements Contribution and/or the Travel Plan Implementation Contribution was spent or committed by the County Council it shall upon written request after the expiry of ten (10) years of the payment of that sum

notify the Owner (or such other person who made the payment) that such monies have been spent or committed within a further period of twenty (20) Working Days' such notice to include full details of what the said monies were spent on or committed to.

3. The County Council shall use the Footway/Cycleway Improvements Contribution and the Travel Plan Implementation Contribution solely for the purposes specified in this Deed

PART 3

EDUCATION

1. In the event that the Primary School Land is required for the Primary School Facility the County Council shall serve the Primary School Land Notice on the Owner no earlier than prior to the Occupation of fifty Dwellings (unless this has not occurred within fifty four (54) months from the date of first Occupation) on the Site and no later than within sixty (60) months' from the date of first Occupation.
2. The County Council covenants not to use the Primary School Land other than for the purpose of D1 Use or any ancillary uses (paid or otherwise)
3. The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of the Completion of Development repay such amount of the Early Years Contribution and/or Primary School Contribution which has not been committed or expended by the County Council in accordance with the provisions of this Deed to the Owner or such other person who made the payment such repayment to be made within twenty (20) Working Days' of such request.
4. In the event that the Early Years Contribution and/or the Primary School Contribution was spent or committed by the County Council it shall upon written request after the expiry of ten (10) years from the date of Completion notify the Owner (or such other person who made the payment) that such monies have been spent or committed within a further period of twenty (20) Working Days' such notice to include full details of what the said monies were spent on or committed to.
5. The County Council shall use the Early Years Contribution and the Primary School Contribution solely for the purposes specified in this Deed

SIXTH SCHEDULE
NOMINATIONS AGREEMENT

THIS DEED OF NOMINATION RIGHTS is made the day of 202X
BETWEEN:

- (1) **XXXXXXX** whose registered address is **XXXXXXXXXXXXXXXXXXXX**
 ('the RP') and

- (2) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road
 Ipswich Suffolk, IP1 2BX ('the Council')

1. Definitions

In this Deed:

- 1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework dated March 2012 and revised on 19 February 2019 as may be varied from time to time or supplemental guidance policy or by law issued thereof.

- 1.2 'Affordable Housing Unit' means the 60 (**sixty**) dwellings (20% of the consented Dwellings) all of which shall be Affordable Housing to be provided on the Property of which 45 (**forty-five**) Dwellings shall be an Affordable Rent Dwelling (unless otherwise agreed by the Council as part of the Affordable Housing Scheme) which shall be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the Council is a party or otherwise nominated by the Council pursuant to this Deed as varied from time to time and **15 (fifteen)** Dwellings shall be a Shared Ownership Dwelling and shall be occupied by persons in accordance with the Government's Help to Buy Scheme (or other subsequent scheme) and Affordable Housing Units shall be construed accordingly.

- 1.3 'Affordable Housing Scheme' means the affordable housing scheme to be submitted to the Council as part of the reserved matters application for written

approval by the Council for the provision of Affordable Housing as part of the Development detailing:

- i) the plots and location;
- ii) bedroom numbers per Dwelling;
- iii) Dwelling size; and
- iv) tenure

1.4 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable or the Local Housing Allowance

1.5 'Affordable Rent Dwelling' means an Affordable Housing Unit made available by a RP as low-cost rent accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent (inclusive of any service charges applicable) for a dwelling of comparable size in the same location.

1.6 'Chargee' means any mortgagee or chargee of the RP who is in possession or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.7 'Chargee's Duties' means the tasks and duties set out in Clause 12.4 of this deed.

1.8 'Choice Based Lettings Scheme' means an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Lettings Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant area operated pursuant to any agreement to which the Council is a party.

1.9 'Dwelling' means a dwelling (including a house flat or bungalow and including both Market Housing Units and Affordable Housing Units) to be constructed

pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

1.10 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time

1.11 'Homes England' means Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating RPs

1.12 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Rent dwelling

1.13 'Initial Purchase' means the first purchase of such newly constructed and previously unoccupied Shared Ownership Dwelling

1.14 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit

1.14.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.14.2 to 1.14.4 inclusive.

1.14.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than two (2) years in the district of Mid Suffolk and wishes to be near that relative or

1.14.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for two (2) years

1.14.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the Council of his or her former residency in the district of Mid Suffolk for either (i) six (6) months out of the preceding twelve (12) months or (ii) three (3) years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.15 'Mutual Exchange' means the procedure by which a tenant may exchange their house with another council or housing association tenant

1.16 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.17 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the RP as best meeting the criteria for the category of Affordable Rent Dwelling in respect of which the RP is to select a person from the Nomination List and offer a Tenancy Agreement

1.18 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a certificate of practical completion by that other party's surveyor

1.19 'Property' means the land off Bury Road, The Street, Woolpit, Suffolk, IP30 9SA shown edged red on the plan annexed

1.20 'Protected Tenant' means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision

for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

- 1.21 'Registered Provider' and 'RP' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act and for the avoidance of doubt this could include the Council.
- 1.22 'Shared Ownership Dwelling' means an Affordable Housing Unit to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it
- 1.23 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:
- (a) not more than 70% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the RP;
 - (b) power to the purchaser to increase their ownership up to 100% if they so wish;
 - (c) an initial rent not exceeding 2.75% of the value of the equity retained by the RP subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.
- 1.24 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP (1) and the Council (2)
- 1.25 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Dwelling as set out in the Shared Ownership Lease for that Affordable Housing Unit.

1.26 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the RP and containing terms which accord with the form of tenancy agreement being used by the RP from time to time for its general lettings

1.27 'Vacancy Notice' means a written notice (in a form to be agreed between the RP and given by the RP to the Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Dwellings will be complete

1.28 'Void' means an Affordable Rent Dwelling which is vacant otherwise than as a result of the tenant having:

1.28.1 moved to other accommodation either by transfer or decant provided by the RP

1.28.2 moved to other accommodation under a reciprocal arrangement provided by another RP

1.28.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere

1.29 'Void Notice' means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the Council of a void in respect of an Affordable Rent Dwelling

2 Enabling Provisions

This Deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers

3 Procedure

The parties agree that the SLA procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

4 Initial Lets/Initial Sales

In relation to the Initial Let and Initial Sale of an Affordable Housing Units the following provisions shall apply:

4.1.1 The RP shall give the Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

4.1.2 The RP shall serve a Vacancy Notice upon the Council in respect of an Affordable Rent Dwelling not earlier than ten (10) weeks prior to an Affordable Rent Dwelling becoming available for occupation

5. Voids

Should any Affordable Rent Dwelling become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then the Gateway to Homechoice SLA procedure shall apply in each case

6. Supplemental provisions relating to allocating Initial Lets and Voids

6.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.14 of this Deed and thereafter subject to clause 6.2 of this Deed, preference must be given to the applicant/s who have the highest housing need according to the Council's current allocations policy

6.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities or in need of level access then any such dwelling may be first offered to a person or persons with disabilities or level access needs who require such accommodation even where such person(s) have a lesser local connection under clause 1.14 of this deed than someone who does not have disabilities or level access need

7. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

- 7.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units
- 7.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as low-cost home ownership and they are all retained and managed by a RP in accordance with the objectives of such RP
- 7.3 To construct the Affordable Housing Units in accordance with Homes England's requirements

8. Alteration of lists

- 8.1 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

9. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

10. Transfer to other RP

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

11 Disputes

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

12 Agreements and declarations

The parties agree:

12.1 Nothing in this Deed fetters or restricts the exercise by the Council of any of its powers

12.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

12.3 From the date of Practical Completion the Affordable Housing Units shall be let/purchased or sold in accordance with the terms of this Deed save that the obligations and restrictions contained in this Deed shall not be binding on:

12.3.1 any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees; or

12.3.2 any chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duties; or

12.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them.

12.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:

12.4.1 in the event that the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

12.4.2 if the Council does not serve its response to the notice within the said period of one (1) month contained in clause 12.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed.

12.4.3 if the Council or any other person cannot within two (2) months of the date of service of its response under clause 12.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 12.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

13. Mutual Exchanges

The requirements of this Deed shall apply to all requests for Mutual Exchanges

14. Shared Ownership Dwellings - Capital Receipts from Staircasing

The capital receipt received by the RP for shares sold between 81% and 100% must be recycled and reinvested in new Affordable Housing within the District of Mid Suffolk.

AS WITNESS whereof the parties have executed this instrument as a Deed hereto the day and year first above written

Signatories:

District Council

Registered Provider

APPENDIX 1
DRAFT PRIMARY SCHOOL LAND TRANSFER

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02875798</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Suffolk County Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

7	Transferee's intended address(es) for service for entry in the register: Endeavour House, 8 Russell Road, Ipswich IP1 2DH
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 (one pound) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee The covenants implied under the LPMPA 1994 are modified so that: (a) The covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to: a. Make proper searches; or b. Raise requisitions on title or on the results of the Transferee's searches; and (b) The covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions
12.1	Definitions Conditions for Entry: the conditions to which any right to enter granted within this Transfer is subject, which are that the right shall be subject to the person exercising the right: (a) effective entry at a reasonable time (or at any time in an emergency); (b) giving reasonable notice to the person whose

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

- premises are being entered (but no notice needs be given in an emergency);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Estate: the land and buildings known as [] shown edged blue on Plan 2 now and formerly comprised within title numbers []

Estate Roads: means all roads, verges and footpaths constructed within the Estate

Estate Sewers: the surface water and foul sewers constructed within the Estate, which are intended to become public sewers

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994

Plan 1: the plan annexed hereto marked "Plan 1"

Plan 2: the plan annexed hereto marked "Plan 2"

"School": the primary school facility to be constructed by the Transferee to provide capacity for primary school places and early year places

Service Media: all media for the supply or removal of electricity, gas, water, sewage, surface water drainage (including a connection to sustainable drainage systems to cater for an impermeable area of up to 0.537 hectare of the Property), telecommunications, broadband and all structures, machinery and equipment ancillary to those media suitable for the capacity of the School to be constructed on the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1 **Rights granted for the benefit of the property**

12.1.1 The Transferor grants to the Transferee for the benefit of the Property:

- (a) the right to pass with or without vehicles over and along the Estate Roads (but on foot only in respect of any footpaths) to and from the highway maintainable at the public expense at all times for all purposes connected with the use of the Property
- (b) the right to use and to connect into any Service Media at the Estate that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed in the future
- (c) the right to use the Estate Sewers until they become maintainable at public expense

12.1.2 Subject to complying with the Conditions for Entry, the right to enter the adjoining parts of the Estate with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- (a) to inspect or carry out works to the Property;
- (b) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property

Include words of covenant.

12.2 Covenants by the Transferor

12.2.1 In pursuance of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and for the benefit of the Property the Transferor covenants with the Transferee to:

- (a) transfer the Property to the Transferee with a fully serviced site with the Service Media supplied to the Property of sufficient capacity to serve the Transferee's intended use of the Property as an educational establishment for up to 420 individuals at primary school level and 90 places at preschool level; and
- (b) construct and maintain the Estate Roads (to highway adoption standard) to serve the Property at the time of transfer of the Property to the Transferee and for the avoidance of doubt any Estate Roads serving the Property will be constructed to abut the boundary of the Property and provide vehicular and pedestrian access to the public highway until such roads are adopted
- (c) indemnify the Transferee against all liabilities, costs, expenses, damages and losses suffered or incurred by Transferee arising out of or in connection with any breach by the Transferor of any planning condition or obligation affecting the Property prior to its transfer to the Transferee SAVE to the extent that such breach was due to the action or negligence of the Transferee PROVIDED THAT the Transferor shall be released from any liability under this clause on the date which is six years following the date hereof.

12.2.2 Where the Transferor shall be in default of any obligations in this clause 12.2 and has failed to rectify such breach within a reasonable period following written notice of such breach the Transferee shall be entitled to enter so much of the unbuilt part of the Estate as is necessary to rectify the breach and the Transferor shall owe to the Transferee as a contractual debt the proper and reasonable costs, fees, payments, debts or other liabilities properly incurred by the Transferee in doing so.

12.3 Restrictive Covenants by the Transferee

The Transferee covenants with the Transferor:

12.3.1 Not to use the Property other than for uses as specified under Schedule 1 Part 4 para 1 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and described as **D1 Non-residential institutions** or in any provision equivalent to that use class in any statutory instrument revoking and enacting that order

12.3.2 Not to use or permit the Property to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or

cause damage to the remainder of the Estate or any individual dwelling on the Estate SAVE THAT any ordinary use of the Property as a primary school and/or a pre-school does not and will not be a breach of this clause

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.4 **Other**

- 12.4.1 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person
- 12.4.2 A person includes a corporate or unincorporated body (whether or not having separate legal personality)
- 12.4.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 12.4.4 A reference to statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 12.4.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 12.4.6 Clause headings shall not affect the interpretation of this transfer
- 12.4.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 12.4.8 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them
- 12.3.9 The Transferor and the Transferee agree and declare that section 62 of the Law of Property Act 1925 and the rule in "*Wheeldon v Burrows*" do not apply to this transfer and no legal or other rights are granted over the Estate for the benefit

of the Property or granted over the Property for the benefit of the Estate by this transfer except those expressly granted or reserved by this Transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed (but not delivered until the date hereof) as a DEED by **HOPKINS HOMES LIMITED** acting by a director and its secretary or two directors

Director

Director/Secretary

Executed (but not delivered until the date hereof) as a DEED by affixing the Common Seal of **SUFFOLK COUNTY COUNCIL** in the presence of:

Signature.....

Name.....

(An authorised Officer)

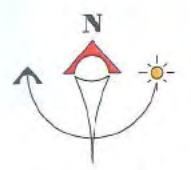
WARNING






If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

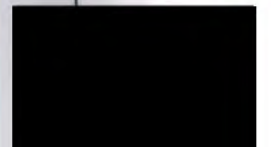
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Notes:
 Do not scale from this drawing to ascertain dimensions.
 Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.



-  Residential Development, including Attenuation Basins, Landscape Buffer, Incidental Open Space and Road Network
-  Formal Public Open Space
-  Primary School
-  Burial Ground and Burial Ground Car Park
-  Public Car Park



PLANNING	
Project: Land off Bury Road, Woolpit, Suffolk	Project No: W004 Drawing No: 102
Drawing: Land Use Plan	Scale: 1:1000 @ A0 North:
Drawn By: JE	Checked By: COW
Date: 11.07.15	Date:

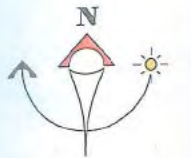
HOPKINS HOMES
 MELTON PARK HOUSE,
 MELTON, WOODBOROUGH,
 SOUTH AUSTRALIA 5102
 TEL: 08 8354 8800, FAX: 08 8354 3900

Land Use Plan 1:1000 @ A0





Notes
Do not scale from this drawing to ascertain dimensions.
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.



- Residential Development, including Attenuation Basins, Landscape Buffer, Incidental Open Space and Road Network
- Formal Public Open Space
- Primary School
- Burial Ground and Burial Ground Car Park
- Public Car Park



Notes
Do not scale from this drawing to ascertain dimensions.
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.

Rev	Date	Details

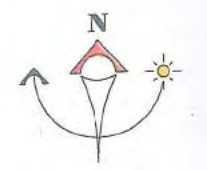
PLANNING	
Project:	WDD4
Land off Bury Road, Woolpit, Suffolk	Drawn by: Rev. 102
Drawing:	Scale: 1:1000 @ A0
Land Use Plan	North:
Plan Numbers:	Drawn By: Date: 11.07.18
	Checked By: Date:

HOPKINS HOMES
MELTON PARK HOUSE,
MELTON, WOODBRIDGE,
SUFFOLK IP12 1TJ
TEL: 0134 48801, FAX: 0134 38865

Land Use Plan 1:1000 @ A0



Notes:
Do not scale from this drawing to ascertain dimensions.
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.



- Residential Development, including Attenuation Basins, Landscape Buffer, Incidental Open Space and Road Network
- Formal Public Open Space
- Primary School
- Burial Ground and Burial Ground Car Park
- Public Car Park



Notes:
Do not scale from this drawing to ascertain dimensions.
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.

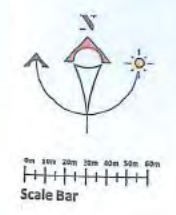
Rev.	Date	Details

PLANNING

Project: Land off Bury Road, Woolpit, Suffolk	Project No: W004	Rev: 1
Drawing: Land Use Plan	Scale: 1:1000 @ A0	Date: 11.07.18
Plot Numbers:	Drawn By: JE	Checked By: Date:

HOPKINS HOMES
MELTON PARK HOUSE,
MELTON, WOODBRIDGE,
SUFFOLK IP12 1TJ
TEL: 01794 448800 FAX: 01794 389805

Land Use Plan 1:1000 @ A0



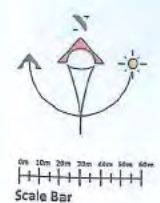
Notes:
 Do not scale from this drawing to ascertain dimensions.
 Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.

Rev.	Date	Details

PLANNING

Project: Land off Bury Road, Woolpit, Suffolk	Project No:
Drawing: Location Plan	Dwg No: 001 Rev:
Plot Numbers:	Scale: 1:2500 @ A2 North:
	Drawn By: Date: 19th July 2015 Checked By: Date:

**HOPKINS
HOMES**
 MELTON PARK HOUSE,
 MELTON, WOODBRIDGE,
 SUFFOLK IP12 1JJ
 TEL: 01394 446800. FAX: 01394 389505.



Notes
 Do not scale from this drawing to ascertain dimensions.
 Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act.

Rev. Date Details



PLANNING

Project: Land off Bury Road, Woolpit, Suffolk	Project No: 001
Drawing: Location Plan	Dwg No: Rev: 001
Plot Numbers:	Scale: 1:2500 @ A2
	North:
	Drawn By: Date: 11th July 2018
	Checked By: Date:

HOPKINS HOMES
 MELTON PARK HOUSE,
 MELTON, WOODBRIDGE,
 SUFFOLK, IP12 1TJ
 TEL: 01394 446800, FAX: 01394 389605.