

DATE

29th October

2020

MID SUFFOLK DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

RICHARD JEFFERIES (3)

**Planning Obligation by Deed under Section 106
of the Town and Country Planning Act 1990**

**relating to the Land to the South Side of Framlingham Road Laxfield
Suffolk
(planning application reference DC/19/02312)**

DATED

29th October

2020

PARTIES

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich IPI 2BX (hereinafter called "the District Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich IPI 2BX (hereinafter called "the County Council")
- (3) **RICHARD JEFFERIES** of 6, Chemin de la Sicauderie 86310 La Bussiere France (hereinafter called "the Owner")

WHEREAS

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated
2. The County Council is also a local planning authority and the education authority for the area in which the land is situated and by whom the County Council obligations in this Deed are enforceable
3. The Owner is the freehold owner of the Land as described further in the First Schedule and has submitted the Application to the District Council for the Development
4. The District Council have resolved to grant 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 Owner and the District Council enter into this Deed intending 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 in resolving to approve the Application and to enter into this Deed 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:

1. DEFINITIONS

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

DEFINITIONS

- "Act"** the Town and Country Planning Act 1990 (as amended)
- "Academy Trust"** Academies receive funding directly from the government and are run by an academy trust. Academy trusts can run a single academy or a group of academies.
- "Affordable Housing"** means subsidised housing for sale or rent that will be available to persons who cannot afford to buy or rent housing generally available on the open market in accordance with Annexe 2 of the NPPF.
- "Affordable Housing Contribution"** the sum calculated in accordance with the polices that are in force at the time when the calculation needs to be made and paid to the District Council to spend on Affordable Housing within the administrative district of the District Council in the event that the Owner is unable to dispose of the Affordable Housing Units in accordance with Part 1 of Schedule 2

"Affordable Rent"	Affordable 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
"Affordable Housing Nomination Agreement"	an agreement substantially in the form set out in Schedule 5 (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 submitted for the 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"	means the seventeen (17) Dwellings to be provided on the Land for Affordable Housing in accordance with the Affordable Housing Scheme of which fourteen (14) shall be Rental Dwellings and three (3) shall be Shared Ownership Dwellings
"Affordable Rent"	means the rent charged on low cost rental accommodation (as defined by Section 69 Housing and Regeneration Act 2008) with the rent charged being no more than 80% of the average local market rent including any service charges

"Car Park Plan"	a plan showing the location design and layout of the car park area consisting of the School Car Park Area on the attached plan number 18.424-P-203.
"Chargee"	any mortgagee or chargee of the 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 1 of Schedule 2
"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 or 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
"Completion of the Development"	the date that the last Dwelling is first Occupied
"Default Interest Rate"	4% per annum above the Base Rate
"Development"	the erection of forty-nine (49) dwellings and associated operations including vehicular and pedestrian access provision of a school car park open space and landscaping as set out in the Planning Application

"Dwelling"	any dwelling (including a house bungalow flat or maisonette) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"Homes England (HE)"	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 Registered Providers
"HCA"	The Homes and Communities Agency or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating RPs
"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 this Deed by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 10 of this Deed
"Land"	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
"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 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 Officer"	The senior officer of the District Council responsible for development management or other officer of the District Council notified to the Owner
"NPPF"	Means the National Planning Policy Framework published in February 2019 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government
"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

"Open Space"	An area of space not less than 1.52 hectares in size which is for informal or (if laid out) formal recreational use by the public shown indicatively on the Open Space Plan
"Open Space Plan"	A plan to be submitted to the District Council for approval indicating the location of the Open Space
"Open Space Specification"	Means the specification for 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, 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 line with the District Council's current policies and requirements in accordance with Part 3 of Schedule 2
"Open Space Transfer"	a transfer of the Open Space to be approved in writing by the District Council and which inter alia shall contain the following provisions: <ul style="list-style-type: none"> 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 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 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

"Plan"	the plan attached to this Deed
"Planning Application"	the planning application for outline planning permission for the Development validated by the District Council on 10 May 2019 and allocated reference DC/19/02312
"Planning Permission"	The planning permission subject to conditions which may be granted by District Council pursuant to the Planning Application
"Practical Completion"	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
"Protected Tenant"	any tenant 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

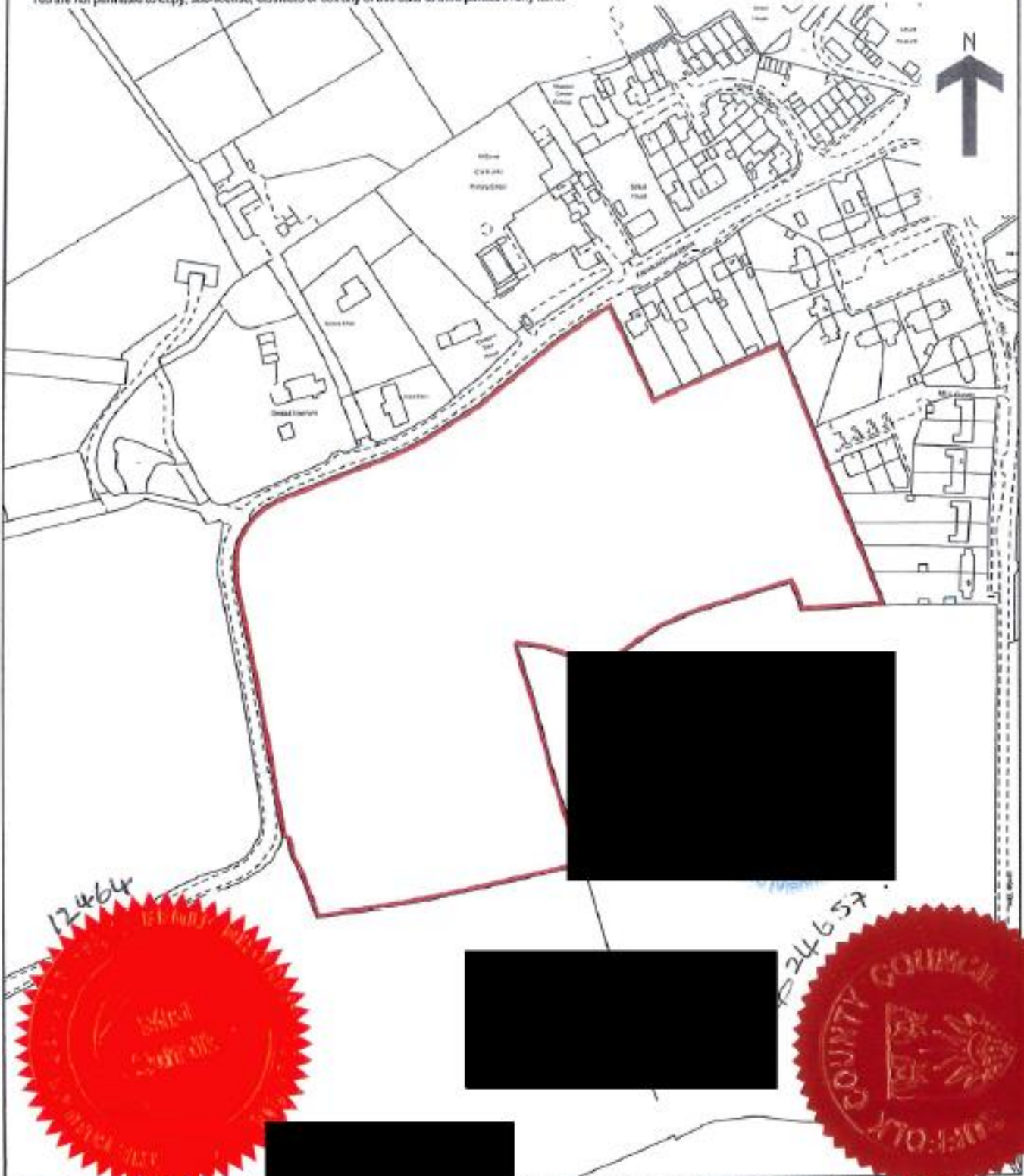
"Red Book"	means the RICS Valuation – Global Standards 2017 or such other document amending consolidating or replacing it
"Registered Provider"	means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by HE pursuant to Chapter 3 of that Act and for the avoidance of doubt this includes the District Council
"RPI"	means the "All Items" figure of the Index of Retail prices published by the Office for National Statistics from time to time or any such alternative index or comparable measure of price inflation as the District Council reasonably requires
"School Car Park Area"	Land sufficient to provide no fewer than seventeen (17) car parking spaces for school use and an additional two (2) powered two-wheeler spaces as shown in the Car Park Plan and as per the School Car Park Area Specification.
"School Car Park Area Specification"	A specification as per the Department for Education (DFE) Technical Annex 2B - External Space and Grounds output specification.

HM Land Registry
Official copy of
title plan

Title number SK401341
Ordnance Survey map reference TM2972SW
Scale 1:2500
Administrative area Suffolk: East Suffolk



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This official copy issued on 11 June 2020 shows the state of this title plan on 11 June 2020 at 11:10:16.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale.
Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Kingston upon Hull Office.



Date Rev Rev/Author/Checked By

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 Landscape Assessment & Design
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Client
New Hall Properties (Eastern) Ltd

Project
**FRAMLINGHAM ROAD
 LAXFIELD**

Drawing Title
SCHOOL CAR PARK PLAN

Scale: 1:100 @ A2 drawn by: NC
 Date: 31 July 2020 checked by:
 Drawing number: 18.424-P-203 revision:



"Shared Ownership Dwellings/Units"	dwellings 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
"Shared Ownership Lease"	a long lease (over 99 years) of a 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. Any capital receipt received from staircasing between 80% and 100% to be retained by the Registered Provider and re-invested in affordable housing within Mid Suffolk District Council subject to any contrary requirements within the HE's Capital Funding Guide
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Days"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, subparagraph or recital in this Deed
- 2.2 Headings are for reference only and shall not affect the interpretation of this Deed
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.4 Words of the masculine gender include the feminine and neuter genders
- 2.5 Words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner A reference to a body company shall include any company corporation or other body corporate wherever and however incorporated or established
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council the successors to its statutory function
- 2.7 A reference to "writing" or "written" excludes fax or email
- 2.8 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually
- 2.9 An obligation on a party not to do something includes an obligation not to allow that thing to be done by another person
- 2.10 Any reference to an Act of Parliament or statutory instrument shall include any modification, extension or re-enactment of that Act or Instrument 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 Instrument or deriving validity from it
- 2.11 References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number of any amended plans as shall be agreed in writing between the Owner and the District Council
- 2.12 Where this Deed requires a plan scheme strategy or other document to be submitted to the District Council for approval or agreement then upon written approval being given by the District Council it shall be deemed to be incorporated into this Deed and same shall apply to any provision requiring a review of any such plan scheme strategy or other document
- 2.13 Where in this Deed a number is to be calculated with reference to a percentage or fraction the result shall be the nearest whole number and if the result is a whole number and a exact half the lower whole number

- 2.14 None of the covenants contained in this Deed on the part of the Owner (save those obligations restricting occupation of the dwellings in Schedule 2) shall be enforceable against: -
- 2.15 Those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their tenants or members of their household or
- 2.16 Any statutory undertaker who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

3. LEGAL BASIS

- 3.1 This agreement is a Deed and 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 1990 Act and are enforceable by the District Council as local planning authority against the Owners and 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. CONSENT TO ENTER DEED

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 Land whose consent is necessary to make this Deed binding on the Land and all interests and estates therein

5. THIRD PARTIES

No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 and any such rights that arise pursuant to the Contracts (Rights of Third Parties) Act 1999 are hereby excluded

6. CONDITIONALITY

This Deed shall take effect on the date that it is completed but performance of the planning obligations contained in this Deed other than those relating to the giving of notice and the submission of and approval of schemes or plans prior to the commencement date are conditional upon the grant of the Planning Permission and the Commencement of Development

7. THE OWNERS COVENANT

The Owner covenants with the District Council as set out in the Second Schedule and with the County Council as set out in the Third Schedule

8 THE DISTRICT COUNCIL'S COVENANTS

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

9. LOCAL LAND CHARGE

This Deed is a local land charge and upon completion shall be registered by the District Council as such

10. INTEREST

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

11. VAT

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

12. CHANGE IN OWNERSHIP

The Owner agree with the District Council and the County Council to give written notice of any transfer in ownership of any of freehold interests in the Land occurring before all the obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan and a copy of the registered title and plan thereto PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

13. APPROVALS

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 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.

14. RIGHT OF ENTRY

- 14.1 At all times on not less than twenty four (24) hours' written notice (except in case of emergency) the Owner shall allow any employee or agent of the District Council or the County Council entry to the Land for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

- 14.1.1 such employee or agent on arrival at the Land shall if requested by any person present who appears to be the Owner or 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);
- 14.1.2 such entry shall be effected between 08:00 and 18:00 on any Working Day;
- 14.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- 14.1.4 such employee or agent may take photographs, measurements and levels;
- 14.1.5 such employee or agent may not remain on the Land for longer than is reasonably necessary for carrying out a proper inspection;
- 14.1.6 such employee or agent and any accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of health and safety;
- 14.2 For the avoidance of doubt the provisions of this Clause 14 shall be in addition to and does not prejudice the powers conferred on the District Council by Sections 196A, 196B and 196C of the Act.

15. NO 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 the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

16. INDEMNITY

The Owner hereby indemnifies the District Council and the County Council for any expenses or liability arising to the District Council or the County Council for any breach by the Owner of any obligation contained herein save the extent that any act or omission of the relevant Council its employees or agents has caused or contributed to such expenses or liability.

17. CONFIRMATION OF DISCHARGE

On the written request of the Owner at any time after all of the obligations have been performed or otherwise discharged to the reasonable satisfaction of the District Council (and subject to the payment of the District Council's reasonable costs or charges) the District Council will issue a written confirmation of such discharge and performance.

18. RELEASE

No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed occurring after it has parted with its entire interest in the land or part of the land to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the land notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it PROVIDED that the disposal shall not itself be contrary to the provisions of this Deed.

19. DETERMINATION

The obligations in this Deed (with the exception of Clause 25) shall cease to have effect insofar as it has not already been complied with if the Planning Permission:

- (a) expires;
- (b) is modified or revoked otherwise than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

20. SEVERANCE

Insofar as any clause or other provision of this Deed is 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

21. FUTURE PERMISSIONS

- 21.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 21.2 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
 - 21.2.1 the obligations in this Deed shall in addition to binding the Land in respect of the Planning Permission relate to and bind the Land in respect of any planning permission granted pursuant to Section 73 of the Act and

21.2.2 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 shall fetter the discretion of the District Council in determining any applications under section 73 of the act and the appropriate nature and and/or quantum of section 106 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

22. MISCELLANEOUS

- 22.1 The Parties shall act in good faith and shall co-operate to facilitate the discharge and performance of all obligations contained herein and the Owners shall comply with any reasonable requests of the District Council to have access to any part of the Land or any requests to provide documentation within the Owners possession (at the Owners expense) for the purposes of monitoring compliance with the obligations contained herein
- 22.2 Where an 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 approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Professional Lead - Growth and Sustainable Planning or officer acting under his hand and by the County Council by the Executive Director of Growth, Highways and Infrastructure or officer acting under his hand
- 22.3 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owners and at no cost to the District Council or the County Council
- 22.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

23. DISPUTE RESOLUTION PROVISIONS

- 23.1 Any dispute or difference of any kind whatsoever arising between the Owner and the District Council or the County Council ("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 arbitration before a single expert (the 'Expert')
- 23.2 The Parties to the dispute shall jointly appoint the Expert not later than twenty-eight (28) days after service (on all other Parties to the dispute) of a request in writing by any Party to the dispute to do so
- 23.3 If the Parties to the dispute are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties as follows:
- 23.3.1 difference or question relates to the rights and liabilities of either Party 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
- 23.3.2 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
- 23.3.3 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 at the request of either Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
- 23.3.4 If such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties in dispute but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute
- 23.4 In the event of a reference to arbitration the Parties in dispute agree to:
- 23.4.1 prosecute any such reference expeditiously; and
- 23.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable
- 23.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award
- 23.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing

- 23.7 The award shall be final and binding both on the Parties to the dispute and on any persons claiming through or under them and judgement upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be
- 23.8 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 23 but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed and other methods of enforcement
- 23.9 The provisions of this clause shall not affect the ability of a party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

24. NOTICES

- 24.1 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 25.2.
- 24.2 The address for any notice or other written communication in the case of each the Parties to this Deed shall be as follows

The District Council	The Chief Planning Officer Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX
The Owner	The address given at the beginning of this deed (subject to any notice served under clause 11 above)

Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the

County Council by a duly authorised officer of the District Council or the County Council as appropriate

24.3 The Owner covenants to inform the District Council by way of written notice within seven (7) Working Days following:

24.3.1 Commencement of Development;

24.3.2 Occupation of the 1st Dwelling

24.3.3 Occupation of the 21st Market Dwelling;

24.3.4 The date of each of the transfers of the Affordable Housing to the Registered Provider;

24.3.5 Completion of the Development

24.4 The Owner covenants to inform the County Council by way of written notice within seven (7) Working Days following:

24.4.1 Commencement of Development of the 1st Market Housing Unit

24.4.2 Occupation of the 1st Market Housing Unit

25. LEGAL FEES

25.1 The Owner shall on completion of this Deed pay to the District Council and the County Council their reasonable legal costs together with any disbursements incurred in the negotiation reparation execution and completion of this Deed

25.2 The Owner further covenants to pay to the County Council £412 (four hundred and twelve pounds) on or prior to completion of this Deed towards the costs incurred in monitoring the obligations contained in this Deed

26. GOVERNING LAW

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England

27. 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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS INSTRUMENT AS A DEED ON THE DAY AND YEAR FIRST BEFORE WRITTEN

**THE COMMON SEAL OF
MID SUFFOLK DISTRICT COUNCIL** was
affixed in the presence of:
Authorised Officer



S [Redacted Signature]

**THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL**
was

affixed in the presence of:

Authorised Officer

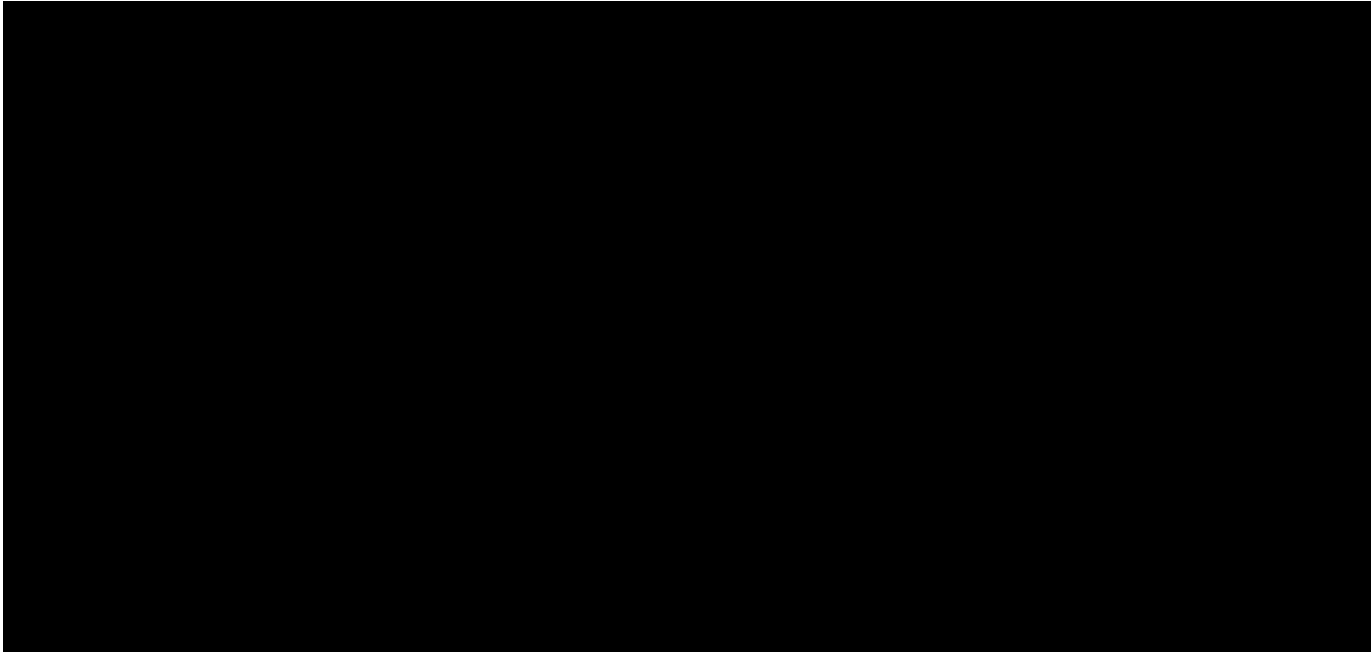


Signature:

EXECUTED as a DEED by



)



FIRST SCHEDULE
OWNERSHIP DETAILS
INTERESTS

The Owner is the registered owner with absolute title of the Land being land on the South side of Framlingham Road Laxfield Suffolk shown edged red being part of the land registered at the Land Registry with absolute title under title number SK 401341

SECOND SCHEDULE

THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART 1

AFFORDABLE HOUSING

- 1.1 To submit the Affordable Housing Scheme to the District Council with the first application for approval of reserved matters
- 1.2 Not to commence the development until the Affordable Housing Scheme has been approved in writing by the District Council PROVIDED THAT an amended Affordable Housing Scheme approved by the District Council may be substituted for the existing Affordable Housing Scheme following the commencement of development
- 1.3 To endeavour to agree with the District Council as to the identity of the Registered Provider. The Owner may commence development while that process is ongoing but if no agreement is reached at the end of the period of six (6) months following the commencement of development the District Council shall be entitled to nominate a Registered Provider for that purpose
- 1.4 Not to occupy or allow occupation of more than twenty-one (21) of the Market Housing Units unless all seventeen (17) of the Affordable Housing Units have been constructed and transferred to an approved RP in accordance with and subject to the following terms.
 - 1.4.1 any transfer shall be for a consideration at a level which ensures that no public subsidy is required to enable the transaction to be completed
 - 1.4.2 free from all financial charges adverse rights restrictions or other encumbrances which could interfere with the use as Affordable Housing
 - 1.4.3 with the benefit of all necessary easements rights and utilities; and
 - 1.4.4 any other terms to secure any conditions and requirements of the approved Affordable Housing Scheme including where specifically requested by the District Council, the registration of a restriction to secure compliance with any recycling obligation
- 1.5 Unless otherwise agreed in writing by the District Council as part of the Affordable Housing Scheme the mix and tenure of the Affordable Housing Units shall be as follows for Affordable Rented:
 - 2 x 1 Bed 2-person bungalows
 - 9 x 2 Bed 4-person houses
 - 3 x 3 Bed 6-person houses

And for Shared Ownership the mix shall be as follows:

- 2 x 2 bed 4-person houses
- 1 x 3 bed 5-person house

- 1.6 To procure a covenant in the transfer(s) of the Affordable Housing Units that the Registered Provider(s) will enter into the Affordable Housing Nomination Agreement within one (1) month of the date of the transfer(s) to it of the Affordable Housing Units (or such other time period as is otherwise agreed in writing with the District Council)
- 1.7 The Affordable Housing Units shall where applicable only be Occupied or purchased by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or chosen pursuant to the Affordable Housing Nomination Agreement made pursuant to paragraph 1.5 of this Part of the Third Schedule which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing or in respect of both an initial Let (as defined in a deed of nomination rights) or a Void (as defined in a deed of nomination rights) the Registered Provider in the event of the District Council failing to serve the prescribed notice in the prescribed time
- 1.8 From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing as set out herein save that this obligation shall not be binding on:
 - 1.8.1 any Protected Person or any mortgagee or chargee of the Protected Person exercising the mortgagee protection provision within the Shared Ownership Lease or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or
 - 1.8.2 any Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; 1.8.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor; or
 - 1.8.4 Any mortgagee of the Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions in the Shared Ownership Lease or any person or body deriving title from any such person
- 1.9 The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one months' prior notice to the District Council of its intention to dispose and:
 - 1.9.1 If the District Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units 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 reasonable endeavours to secure such transfer

1.9.2 if the District Council does not serve its response to the notice within one (1) month then the Chargee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule

1.9.3 if the District Council or any other person cannot within one month of the date of service of its response under paragraph 1.9.1) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 1.9.1 the Chargee shall be entitled to dispose free of the restrictions set out in this Part of the Third Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 1.9 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage (including principal monies, interest, costs and expenses)

1.10 Any capital receipt received from a lessee purchasing further shares in the Shared Ownership Dwelling between 81% and 100% is to be retained by the RP and re-invested in affordable housing within the Mid Suffolk District subject to any contrary requirements within the Homes England's Capital Funding Guide. If after a period of five (5) years it has not been possible to spend the recycled funds within the Mid Suffolk District the funds may be spent elsewhere for the provision of affordable housing

1.11 In the event that the Registered Provider (within two(2) months of written invitation) is unable to made an acceptable offer to purchase the Affordable Housing Units or no longer wishes to purchase the Affordable Housing Units to enable the Owner to transfer the Affordable Housing Units to the Registered Provider pursuant to paragraph 1.6 of this part of this Schedule the owner shall

1.11.1 Notify the District Council three months prior to the Practical Completion of the Affordable Housing Units

1.11.2 Set out the reasons (together with any supporting evidence) why a transfer to the Registered Provider has not been entered into pursuant to paragraph 1.6 of this Schedule

1.11.3 Submit any other information required by the District Council to enable it to be satisfied that that 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

1.11.4 Offer the seventeen (17) Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing Units

- 1.12 In the event that the District Council make an acceptable offer to the District Council within two (2) months of written invitation for the Affordable Housing Units then the Owner shall not occupy more than eighty percent (80%) of the Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion
- 1.13 In the event that the District Council does not within two (2) months of written invitation make an acceptable offer to the Owner to purchase the Affordable Housing Units or indicates that they do not wish to purchase the Affordable Housing Units the Owner shall be permitted to sell the Affordable Housing Units on the open market and the Owner shall pay the Affordable Housing Contribution to the District Council within two months of the date on which the entitlement to sell has arisen
- 1.14 Upon payment of the Affordable Housing Contribution to the District Council the provisions of this part of Part 1 of this Schedule 2 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

PART 2

OPEN SPACE

- 2.1 To submit the Open Space Specification and the Open Space Plan to the District Council with the first application for approval of reserved matters.
- 2.2 Not to commence development until the Open Space Specification and the Open Space Plan have been approved in writing by the District Council
- 2.3 Not to permit occupation of more than the number of dwellings in the development that is indicated in the approved Open Space Specification until the District Council has confirmed in writing that the Open Space Land has been provided to its satisfaction in accordance with the Open Space Specification and the Open Space Plan
- 2.4 At his own cost to maintain and manage the Open Space Land strictly in accordance with the open Space Specification and the Planning Permission until such time as it has been transferred to a Management Company
- 2.5 To transfer the Open Space Land to a Management Company for a consideration of one-pound (£1) within twelve (12) months of completion of Development in accordance with the Open Space Transfer

THIRD SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

SCHOOL CAR PARK AREA

- 1.1 The Owner covenants not to Occupy or permit Occupation of the first Market Housing Unit until the School Car Park Area has been laid out to the School Car Park Area Specification agreed by the County Council and made available for school staff use;
- 1.2 The Owner covenants not to Occupy or permit Occupation of the first Market Housing Unit until the School Car Park Area has been transferred to:
 - 1.2.1 the County Council; or
 - 1.2.2 An Academy Trust nominated by the County Council; or
 - 1.2.3 such other body as agreed with the County Council (acting reasonably)

for the consideration of £1 (one pound) free from encumbrances but subject to a restriction for parking only and to any rights which benefit at the date of the transfer of the School Car Park Area. Refusal to accept the School Car Park Area shall not prevent Occupation of any Dwellings on the Land.

- 1.3 The Owner covenants not to Occupy or permit Occupation of the first Market Housing Unit until a low-level gate and a low-level fence laid out to the School Car Park Specification agreed by the County Council, along the boundary line of the School Car Park Area has been installed.
- 1.4 The Owner covenants to provide two (2) spaces within the School Car Park Area with electric charging points.

FOURTH SCHEDULE
DISTRICT COUNCIL'S COVENANTS

1. In the event that an Affordable Housing Contribution is paid the District Council shall
 - 1.1 use the monies for the provision of Affordable Housing within the administrative area of Mid Suffolk District Council
 - 1.2 at the written request of the Owner after end of the period of ten (10) years following receipt of the Affordable Housing Contribution provide full details as to how the monies have been committed or expended in accordance with the provisions of this Deed
 - 1.3 at the written request of the Owner repay to the Owner any monies which have not been committed or expended in accordance with the provision of this Deed by the end of the period of ten years following receipt of the Affordable Housing Contribution

FIFTH SCHEDULE

DRAFT NOMINATION AGREEMENT

THIS DEED OF NOMINATION RIGHTS is made on the day of XX
month of 20XX

BETWEEN:

- (1) (name of registered provider) [company number (number)] whose registered address is at (address) ('the RP') and
- (2) MID SUFFOLK DISTRICT COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ('the District Council')

1. DEFINITIONS

In this Deed:

- 1.1 'Initial Let' means the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit or Shared Ownership Unit
- 1.2 'Local Connection' means in relation to an individual such individual who:
 - 1.2.1 immediately before taking up occupation of a Rented Unit or Shared Ownership Unit had his only or principal home in the district of Mid Suffolk for a continuous period of not less than two (2) years or
 - 1.2.2 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 he wishes to be near that relative or
 - 1.2.3 is and has been permanently employed in the district of Mid Suffolk for a continuous period of not less than two (2) years
- 1.3 'Nomination List' means the list (as may be updated from time to time in accordance with clause 3.3.3) to be supplied by the District Council giving the names of persons whom the District Council considers to have a Local Connection
- 1.4 'Nominee' means a person named in the Nomination List who satisfies the Local Connection and is specified by the District Council as being suitable for the category of Rented Unit or Shared Ownership Unit in respect of which the RP is in accordance with this Deed to select a person from the Nomination List to offer a Tenancy Agreement or Shared Ownership Lease

- 1.5 'Property' means the land South of Framlingham Road Laxfield Suffolk , shown edged red on the attached plan
- 1.6 'Rented Units' 2 x 1 Bed 2-person bungalows, 9x 2 bed 4-person houses, 3 x 3 Bed 6-person houses
- 1.7 ('S106 Agreement' means the S106 agreement (dated) relating to the development of land south of Framlingham Road, Laxfield
- 1.8 ['Shared Ownership Lease' means a form of lease prescribed by Homes England]
- 1.9 'Shared Ownership Units' means 2 x 2 bed 4-person houses, 1 x 3 bedroom 5-person houses
- 1.10 'Subsequent Nominee' means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.2.3
- 1.11 'Tenancy Agreement' [means an assured tenancy agreement or other form of 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]
- 1.12 'Vacancy Notice' means a written notice given by the RP to the District Council [in the form of the draft annexed (or) (in a form to be agreed between the RP and the District Council within five (5) weeks from the date of this Deed)] the function of such notice being the notification to the District Council by the RP that the construction and fitting out of the Rented Unit or Shared Ownership Unit is completed
- 1.13 'Void' means a Rented Unit which is vacant as a result of the tenant vacating but for the avoidance of doubt shall not include temporary decamps in the event the Rented Unit needs repairs or in the event of a mutual exchange
- 1.14 'Void Notice' means a written notice given by the RP to the District Council [in the form of the draft annexed (or) (in a form to be agreed between the RP and the District Council within five (5) weeks from the date of this Deed)] the function of such a notice being the notification to the District Council of a Void

2. ENABLING PROVISIONS

This Agreement is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers and the Local Government (Miscellaneous Provisions) Act 1982 Section 33

3. PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the [Rented Units or Shared Ownership Units]

3.1 Initial Lets

The Association hereby grants the Council Nomination rights for 100% of the initial lets and thereafter 75% for voids in relation to the Affordable Rented Dwellings. In relation to the Initial Lets of the Affordable Housing Units the following provisions shall apply: -

3.1.1 The RP shall give the District Council not less than two (2) months written notice of the anticipated date when the [Rented Units and/or the Shared Ownership Units] will be ready for occupation

3.1.2 The RP shall serve Vacancy Notices in respect of the [Rented Units or Shared Ownership Units] not less than one (1) month prior to such newly constructed and previously unoccupied [Rented Units or Shared Ownership Units] becoming available for occupation

3.1.3 The District Council shall within five (5) Working Days of receipt of a Vacancy Notice serve upon the RP a Nomination List for rented dwellings, for the shared ownership properties the RP shall seek potential purchasers using the Home Buy agent for Suffolk

3.1.4 The Nomination List to be served by the District Council under clause 3.1.3 shall:

3.1.4.1 Specify the appropriate category of Rented Unit; and

3.1.4.2 Indicate the priority for the housing of the persons named

3.1.5 The RP shall have the right to grant the Initial Let in respect of the [Rented Units or Shared Ownership Units] to persons of its own choosing in the event of the District Council's failure to serve the Nomination List within the period of 5 Working Days of receipt of the Vacancy Notice

3.1.6 The RP shall within ten (10) Working Days of the date of receipt of the Nomination List select a Nominee from the Nomination List taking into account the priority for housing indicated by the District Council and shall use its reasonable endeavours to arrange a viewing of the relevant [Rented Unit or Shared Ownership unit] and offer a [Tenancy Agreement or Shared Ownership Lease] to such selected Nominee

3.1.7 If the selected Nominee fails to enter into a [Tenancy Agreement] within five (5) Working Days of receipt of the RP's offer or contract for the grant of a [Shared Ownership Lease] within five (5) weeks of receipt of the RP's offer such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select and make an offer to another Nominee by repeating the procedure set out in clause 3.1.6

3.1.8 If the second selected Nominee fails to enter into a [Tenancy Agreement] within five (5) Working Days of receipt of the RP's offer or contract for the grant of a [Shared Ownership Lease] within five (5) weeks of receipt of the RP's offer then such second selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select and make an offer to a third Nominee by repeating the procedure set out in clause

3.1.9 If such third selected Nominee fails to enter into a [Tenancy Agreement] within five (5) Working Days of receipt of the RP's offer or contract for the grant of a [Shared Ownership Lease] within five (5) weeks of receipt of the RP's offer then the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the [Rented Unit or Shared Ownership Unit] but shall be entitled to [let the Rented Unit or Shared Ownership Unit] to a tenant of its own choosing

3.1.10 The RP's obligations under clauses 3.1.6-3.1.8 shall cease when all of the [Rented Units or Shared Ownership Units] have been offered to Nominees in accordance with clauses 3.1.6-3.1.8

3.2 Voids

3.2.1 Should a Rented Unit or Shared Ownership Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:

3.2.1.1 the RP shall serve a Void Notice in respect of the relevant vacant [Rented Unit or Shared Ownership Unit] and

3.2.1.2 within 5 Working Days Of receipt of the said notice the District Council shall serve upon the RP a Nomination List which shall contain the information referred to in clause 3.1.4

3.2.2 The RP shall have the right to let the relevant vacant [Rented Unit or Shared Ownership Unit] to a person of its own choosing in the event of the District Council's failure to serve the Nomination List within 5 Working Days of receipt of the Void Notice

3.2.3 Upon receipt of the Nomination List the RP shall follow the procedure set out in clauses 3.1.6-3.1.8 mutatis mutandis

3.2.4 The RP shall not be obliged to follow the procedure set out in clauses 3.2.1 and 3.2.3 if it would result in the number of [Rented Units or Shared Ownership] Units occupied by Subsequent Nominees exceeding 75% of the [Rented Units or Shared Ownership Units] available after the initial Let

3.2.5 Nothing in this Deed shall prevent the RP from dealing with the sale of any [Shared Ownership Units] with a Help to Buy Agent appointed by Homes England

3.3 Provision of information and alteration of lists

3.3.1 The RP shall give notification to the District Council of the occurrence of the following events within five (5) Working Days of their occurrence:

3.3.1.1 A Nominee failing to view a [Rented Unit or Shared Ownership Unit] when a viewing has been arranged

3.3.1.2 A Nominee failing to accept the offer of a [Tenancy Agreement or Shared Ownership Lease] within the time limit prescribed by this Agreement

3.3.1.3 A Nominee accepting an offer of a [Tenancy Agreement or Shared Ownership Lease]

3.3.1.4 A person accepting an offer of a tenancy from the RP

3.3.1.5 The RP rejecting a Nominee in accordance with clause 3.3.7

3.3.2 In the event of a notice being served pursuant to clause 3.3.1 then the name of any such Nominee shall be removed from the Nomination List

3.3.3 Within five (5) Working Days of the District Council receiving notice served in accordance with clause 3.3.1 save for notice under clause 3.3.1.4 the District Council shall serve upon the RP the name and address of a Nominee to add to the Nomination List such notice to include the information set out in clause 3.1.4

3.3.4 If the District Council shall within the period mentioned in clause 3.3.3 notify the RP that the District Council then has no suitable Nominee the District Council shall advise the RP of a suitable replacement Nominee as soon as reasonably practicable

3.3.5 The RP shall have the right to let a Rented Unit or Shared Ownership Unit to a person of its choosing if the District Council's

failure to provide a Nominee creates a Void in respect of that [Rented Unit or Shared Ownership Unit]

3.3.6 On 1st January 1st April 1st July and 1st October in each year the RP shall serve the District Council with details of the letting activities of the [Rented Units and Shared Ownership Units] in a format to be agreed between the RP and the District Council

3.3.7 The RP shall have the right to interview and make enquiries of each Nominee and by serving written notice upon the District Council to that effect to reject any Nominee if in the opinion of the RP the grant of an assured tenancy to such Nominee would be in contravention of the RP's registered rules or its letting criteria

3.3.8 The District Council shall immediately notify the RP in writing if any Nominee is withdrawn from the Nomination List

3.3.9 When calculating percentages for the purposes of this Deed percentages in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down

3.3.10 The District 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

4. 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

5. TRANSFERS TO OTHER REGISTERED PROVIDERS

The RP shall ensure that any registered provider to which the Property and [Rented Units and Shared Ownership Units] erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar agreement mutatis mutandis with the District Council

6. 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

7. COSTS

The RP agrees with the District Council to pay the legal costs which the District Council incurs in preparing and entering into this deed

8. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 8.1 nothing in this Deed fetters or restricts the exercise by the District Council of any of its powers
- 8.2 the obligations contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

9. EXCLUSION CLAUSE

The provisions of this deed shall not be binding upon or enforceable against:

- 9.1 any person exercising a statutory right to buy or acquire any affordable housing unit their successors in title and' any mortgagee of that unit
- 9.2 any person who shall purchase 100% of the equity share in any affordable housing unit pursuant to the lease of any such unit granted on shared ownership terms (as defined in section 2(6) Housing Act 1996) their successors in title and any mortgagee of such unit
- 9.3 Any mortgagee or chargee (or any receiver appointed by such mortgagee or charge) of an RP (provided that such mortgagee charge or receiver shall have first complied with the procedure in [paragraph 1.5] of Part 1 of the Third Schedule of the S106 Agreement) and their successors in title

SIGNED AS A DEED BY [RP]

In the presence of:

Witness' signature:

Name

Address

Occupation

EXECUTED AS A DEED by affixing

The COMMON SEAL of

MID SUFFOLK DISTRICT COUNCIL

In the presence of:

Authorised Signatory