

SCHEDULE 1

Ownership Details

The Owner is the registered owner with absolute title of the Site which forms part of the land registered with the Land Registry under title number SK362697

SCHEDULE 2

Tenure Mix for the Affordable Housing Scheme (73 AH Units Based on 210 Dwellings)

AFFORDABLE RENTED TYPE (70% - 51 Units)	NUMBER & PERCENTAGE (%)
1 BED 2 PERSON FLATS (Unit Size 50sqm) Ground Floor Communal Flats or Maisonettes (if any) Part M4(2) Category 2	5 - (9.8%)
1 BED 2 PERSON (Unit Size 60sqm) First floor maisonette to be NDSS and Part M4(1) Category 1	7 - (13.73%)
2 BED 4 PERSON BUNGALOWS (Unit Size 70sqm) Part M4(2) Category 2	6 - (11.77%)
2 BED 4 PERSON HOUSES (Unit Size 79sqm) Part M4(2) Category 2	28 - (54.91%)
3 BED 5 PERSON HOUSES (Unit Size 93sqm) Part M4(2) Category 2	3 - (5.89%)
3 BED 6 PERSON HOUSES (Unit size 102sqm if 2 storey & 108sqm if 2½ Storey) Part M4(2) Category 2	2 - (3.93%)

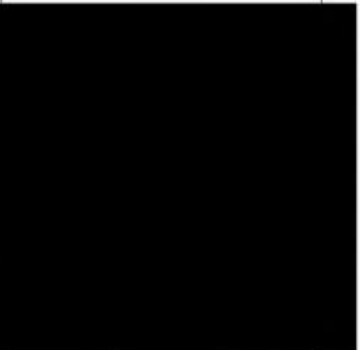
SHARED OWNERSHIP TYPE (30% - 22 Units)	NUMBER & PERCENTAGE (%)
2 BED 4 PERSON HOUSES (Unit Size 79sqm) Part M4(1) Category	12 - (54.55%)
3 BED 5 PERSON HOUSES (Unit Size 93sqm) Part M4(1) Category 1	10 - (45.45%)

SCHEDULE 3

The Plans



LEGEND
 Application site area- 8.87 Ha



D	03/02/19	Client name updated	SW
C	14/01/19	Initial site visit	SW
B	01/08/18	Positive boundary updated to a single line, notable area ordered	SW
A	03/04/18	Positive boundary updated to a single line, notable area ordered	SW
-	18/02/17	Final site visit	SW
REV	DATE	DESCRIPTION	DRAWN

CLIENT
**Bloor Homes and
 Sir George A. Agnew**

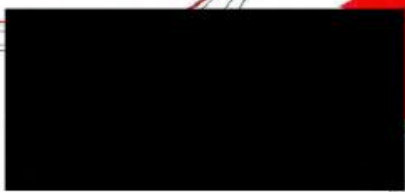
PROJECT TITLE
Beyton Road, Thurston

DRAWING TITLE
Location Plan

DATE	02 JUL 2019	DRWN	SW	CHECKED	EW	AUTHORISED	TN
NUMBER	19-2012-O-01	REV.	D	SCALE	1:1250 @ A2		



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SCHEDULE 4

Planning Obligations Owed To the District Council

Part 1

Affordable Housing

1. The Owner covenants not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the District Council in writing (such approval not be unreasonably withheld or delayed) PROVIDED THAT an amended, revised or substituted Affordable Housing Scheme may be approved by the District Council following Implementation 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
2. Following Implementation the Owner shall construct the Affordable Housing Units in accordance with the Permission and the Affordable Housing Scheme and shall meet the Nationally Described Space Standards Technical Guidance March 2015 PROVIDED THAT amended, substituted or revised details of the provision of the Affordable Housing may be approved by the District Council and once approved by the District Council shall form such part of this deed as if the same had been fully set out herein
3. Subject to paragraphs 9 to 11 below the Owner shall not:
 - 3.1 Occupy or permit Occupation of more than 50% (fifty per cent) (rounded up to the nearest whole number) of the Open Market Housing Units until 50% (fifty per cent) (rounded up to the nearest whole number) 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 Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider and written notification of such has been received by the District Council
 - 3.2 Occupy or permit Occupation of more than 80% (eighty per cent) (rounded up to the nearest whole number) of the Open 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 Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider and written notification of such has been received by the District Council

4. Any transfer to a Registered Provider of the Affordable Housing Units shall be:
 - 4.1 with vacant possession;
 - 4.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 4.3 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;
 - 4.4 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;
 - 4.5 subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council 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)
5. The Affordable Rented Units shall only be Occupied 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 this Schedule 4 which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing
6. The Shared Ownership Dwellings shall be Occupied by persons allocated in accordance with the Government's Help to Buy Scheme (or any subsequent scheme) or where no applicants are available at the time of marketing the Shared Ownership Dwellings the Registered Provider's own marketing process or such other marketing route agreed by the Registered Provider and the District Council in writing.
7. From the date of Practical Completion the Affordable Housing Units shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
 - 7.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 8 of this part of this Schedule;
 - 7.2 any RTA Purchaser;
 - 7.3 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;
 - 7.4 a leaseholder of a Shared Ownership Dwelling who is entitled to exercise their right under a Shared Ownership Lease to acquire 100% of the equity of their property; or
 - 7.5 a Protected Tenant; or

- 7.6 any person or body deriving title through or from any of the parties mentioned in this paragraph 7.
8. The Affordable Housing provisions in this Agreement shall not be binding on any Chargee of a Registered Provider PROVIDED THAT:
- 8.1 Any Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units
- 8.2 Any Chargee shall have used reasonable endeavours over a period of three (3) months from the date of the notice served pursuant to paragraph 8.1 above to complete a disposal of the Affordable Housing Units to another registered provider or to the District Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 8.3 If such disposal has not completed within the three (3) month period as set out at paragraph 8.2 above the mortgagee, charge or receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely
9. 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:
- 9.1 notify the District Council three (3) months prior to Practical Completion of the Affordable Housing Units;
- 9.2 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 3 of this part of this Schedule
- 9.3 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 4 of this part of this Schedule
- 9.4 offer the Affordable Housing Units to the District Council to be purchased by the District Council as Affordable Housing
10. 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 Open Market Housing Units until the Owner has provided the District Council with a freehold transfer document unconditionally released for completion for the transfer of the Affordable Housing Units
11. In the event the District Council does not make an offer which is acceptable to the Owner (within two (2) months' of written invitation) to purchase all or part of the Affordable Housing Units or the District Council indicates that it does 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 those Affordable Housing Units on the open market (such written confirmation not to be unreasonably withheld or delayed) and shall pay the Affordable Housing Contribution payable in respect of each Affordable Housing Unit to the District Council within ten (10) Working Days of the transfer of the freehold of that unit (Such sum to be calculated in accordance with the District Council's policies as are applicable at the time of calculation) in lieu of the provision of the Affordable Housing on Site

12. Upon payment to the District Council of the Affordable Housing Contribution payable in respect of each Affordable Housing Unit that is sold pursuant to paragraph 11 above the provisions of this Part 1 Schedule 4 shall no longer be applicable in respect of those Dwellings that were Affordable Housing Units

Part 2

Open Space

1 In this Part, the following terms shall have the following meanings:

- 1.1 "**Management Company**" means the management company who shall be appointed, nominated or established by the Owners to be responsible for the ongoing maintenance and management of the Open Space (agreed in writing by the District Council) in accordance with the Open Space Specification;
- 1.2 "**Open Space**" means the areas of open space including informal and formal space and on site playing area as shown on the Open Space Phasing Plan
- 1.3 "**Open Space Phasing Plan**" means the plan showing the design, layout and proposed phased delivery of the Open Space
- 1.4 "**Open Space Specification**" means a specification detailing final design and layout, method of construction and materials and equipment to be installed, timetable for any works and comprehensive maintenance regime to be approved in writing by the District Council, which shall include the provision of urban gym trail facilities and an equipped local play area;

1.5 **"Open Space Transfer"** means a transfer of the Open Space 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 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; and
- (d) restrictive covenants by the Management Company;
 - (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; and
 - (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;

2 The Owner hereby covenants with the District Council that prior to Implementation of the Development to submit the Open Space Phasing Plan and the Open Space Specification to the District Council for approval.

2.1 The Owner covenants not to Implement the Development unless and until the Open Space Phasing Plan and the Open Space Specification have been approved by the District Council.

2.2 If the District Council fails within thirty (30) Working Days to notify the Owner its approval of the Open Space Phasing Plan and the Open Space Specification the Owner shall be entitled to assume deemed approval of the Open Space Phasing Plan and Open Space Specification.

2.3 The Owner hereby covenants with the District Council to provide the Open Space in accordance with the approved Open Space Phasing Plan and the Open Space Specification.

- 2.4 The Owner covenants with the District Council to maintain and manage the Open Space at its own cost strictly in accordance with the open Space Phasing Plan the Open Space Specification and the Permission until the date upon which the transfer described below has been completed.
- 2.5 The Owner covenants that following the District Council's written confirmation that the Open Space has been laid out and equipped in accordance with the Open Space Phasing Plan and Open Space Specification to transfer the freehold thereof to a Management Company such transfer to be substantially in the form of 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 Phasing Plan the Open Space Specification and the Permission for the benefit of all residents of the Development.
- 2.6 The Owner shall transfer the Open Space to the Management Company within 12 months of Occupation of the last Residential Dwelling in accordance with the Open Space Transfer.
- 2.7 The Open Space is to be transferred to the Management Company for the sum of One Pound (£1) within 12 months of Occupation of the last Residential Dwelling in accordance with the Open Space Transfer.

Part 3
Car Club

- 1 The Owner shall prior to Occupation of any Residential Dwelling notify the District Council of the identity of the accredited Car Club operator which will operate the Car Club and shall submit to the District Council a copy of such parts of the contract between itself and the Car Club operator as necessary (and for the avoidance of doubt shall include as a minimum the proposed date of commencement of the Car Club, the duration of the contract and how the Car Club will operate in respect of the Site) to show that a legally binding contract has been entered into.
- 2 The Owner shall procure that at least two (2) car parking spaces within the Development are reserved for the sole use of a Car Club and shall ensure two (2) car parking spaces are available for use by the Car Club for as long as the Car Club remains in operation.
- 3 The Owner shall ensure that once provided the Car Club is not managed and operated other than by a Car Club operator accredited by CoMoUK.
- 4 The Car Club shall be implemented from the date of Occupation of the 120th Residential Dwelling for so long as the car club provider (or any other such accredited Car Club operator) is ready and willing to implement, manage or operate the Car Club.
- 5 If eighteen (18) months after Occupation of the first Dwelling no Car Club provider is ready, willing and able to implement a Car Club after the Owner shall have used reasonable endeavours to procure the same then the Owner shall provide to the District Council evidence of their endeavours (such evidence shall include which Car Clubs have been approached, when they were approached and copies of correspondence from each of the Car Clubs confirming why they are not willing to operate a Car Club from the Site together with any further information the District Council may reasonably require) and subject to the District Council being reasonably satisfied that there would be no reasonable prospect of a Car Club being implemented then the Owner shall pay the Sustainable Transport Contribution to the District Council within 20 (twenty) Working Days of request by the District Council.
- 6 Upon payment of the Sustainable Transport Contribution to the District Council the terms of this Part 3 shall cease to be of any further force and effect.

Part 4

Electric Vehicle Charging Point

- 1 The Owner covenants that prior to Implementation it will agree with the District Council either:
 - 1.1 prior to the Occupation of the 100th (one hundredth) Residential Dwelling provide at its own cost an electric vehicle charging point (comprised of no less than one dedicated parking space together with charging apparatus) within the Development for use by the public; or
 - 1.2 prior to the Occupation of the 100th (one hundredth) Residential Dwelling pay to the District Council the Electric Vehicle Charging Point Contribution) to be applied by the Council towards the provision of an electric vehicle charging point within the Parish of Thurston for use by the Parish Council
2. The Owner covenants not cause permit or allow Occupation of the 100th (one hundredth) Residential Dwelling unless either the electric vehicle charging point, apparatus and designated space has been provided, or the Electric Vehicle Charging Point Contribution has been paid to the Council.

Part 5

Thurston Station Platform Improvement Feasibility and Design Study

- 1 The Owner covenants to pay the Station Platform Improvement Contribution to the District Council prior to the Occupation of the first Open Market Housing Unit

Part 6

Farmland Bird Mitigation Strategy

- 1 The Owner covenants:
 - 1.1 not to Implement or permit Implementation until the Farmland Bird Mitigation Scheme has been submitted to and approved by the District Council.
 - 1.2 to implement the Farmland Bird Mitigation Scheme prior to Occupation of the first Residential Dwelling and to maintain the approved features thereof for a period of not less than ten years from the date on which the Development is Implemented.

SCHEDULE 5

Planning Obligations Owed To the County Council

Part 1

Highway Works

- 1 The Owner covenants with the County Council as follows:
 - 1.1 To carry out the Fishwick Corner Improvement Works before any residential plot constructed pursuant to the Permission proceeds above slab level.
 - 1.2 Not to permit the construction of any residential plot constructed pursuant to the permission to proceed above slab level until the Fishwick Corner Improvement Works have been completed
 - 1.3 To submit the Offsite Highway Works Phasing Plan to the County Council for approval prior to Implementation (such approval not to be unreasonably withheld or delayed).
 - 1.4 To carry out the Offsite Highways Works in accordance with the Offsite Highway Works Phasing Plan

Part 2

Primary School Contributions

- 1 The Owner covenants to pay the Primary Education Contribution to the County Council in the following instalments:
 - 1.1 50% prior to the Occupation of the first Residential Dwelling; and
 - 1.2 the remaining 50% prior to the occupation of the 100th Residential Dwelling
- 2 The Owner further covenants:
 - 2.1 Not to Occupy or permit the Occupation of any Residential Dwellings until 50% of the Primary Education Contribution has been paid to the County Council;

2.2 Not to Occupy or permit the Occupation of more than 99 (ninety nine) Residential Dwelling until the remaining 50% of the Primary Education Contribution has been paid to the County Council

3 The Owner Covenants to pay the Primary School Land Contribution to the County Council prior to the Occupation of the first Residential Dwelling.

4 The Owner covenants not to Occupy or permit any Occupation of Dwelling unless and until the Primary School Land Contribution has been paid to the County Council

Part 3

Travel Plan Evaluation and Support Contribution

1 The Owner covenants to pay the Travel Plan Evaluation and Support Contribution to the County Council prior to the Occupation of the 100th Residential Dwelling.

2 The Owner hereby covenants not to Occupy, allow or permit the Occupation of more than ninety nine (99) Dwellings unless and until the Travel Plan Evaluation and Support Contribution of £1,000 (one thousand pounds) has been paid to the County Council.

3 The Owner covenants to pay further instalments of the Travel Plan Evaluation and Support Contribution to the County Council annually prior to the anniversary of the date of first Occupation of the one hundredth (100th) Dwelling SAVE THAT no further instalments of the Travel Plan Evaluation and Support Contribution shall be payable by the Owner after five years from the first Occupation of the 100th Dwelling or after one year following Occupation of the final Dwelling, whichever is the later [PROVIDED THAT no payments will be required to be made in respect of this Part 3 of Schedule 5 after the total value of the payments made to the County Council pursuant to paragraphs 1 and 2 above has exceeded £10,000 (index linked)]

SCHEDULE 6 The District Council's Covenants with the Owner

- 1 The District Council will grant the Permission promptly following completion of this Agreement
- 2 If the District Council refuses a request for a letter of satisfactory completion of any of the Owner's obligations in this Agreement, the reasons for the District Council's refusal must be in writing and give reasons for the refusal and set out the works necessary to enable a letter of satisfactory completion to be issued.
- 3 If the District Council does not spend the financial contributions received for the covenanted purpose, or does not spend or commit the financial contributions received within ten years from receipt of such funds, the District Council will on receiving a request from the Owner to do so account to the Owner and reimburse the relevant unspent or uncommitted financial contributions.

SCHEDULE 7

The County Council's covenants with the Owner

1. Highways Agreement

- 1.1. The County Council shall use reasonable endeavours to enter into the Highways Agreement promptly when requested to do so by the Owner

2. Primary Education Contribution

- 2.1. If requested to do so in writing by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Residential Dwelling within a further one (1) year period the County Council shall repay to the Owner or any person entitled to such amount of the Primary Education Contribution that had not been expended or committed by that date.
- 2.2. If requested to do so in writing by the Owner after the expiry of ten (10) years from the Occupation of the final Residential Dwelling within a further period of one (1) year the County Council shall notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

3. Primary School Land Contribution

- 3.1. If requested to do so in writing by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Residential Dwelling within a further one (1) year period the County Council shall repay to the Owner or any person entitled to such amount of the Primary School Land Contribution that had not been expended or committed by that date.
- 3.2. If requested to do so in writing by the Owner after the expiry of ten (10) years from the Occupation of the final Residential Dwelling within a further period of one (1) year the County Council shall notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

4. Travel Plan Evaluation and Support Contribution ~~Fee~~

JM-M
2.12.22

4.1. If requested to do so in writing by the Owner after the expiry of ten (10) years from the date of first Occupation of the final Residential Dwelling within a further one (1) year period the County Council shall repay to the Owner or any person entitled to such amount of the Travel Plan Evaluation and Support Contribution ~~Fee~~ that had not been expended or committed by that date.

JH-M
2.12.23

4.2. If requested to do so in writing by the Owner after the expiry of ten (10) years from the Occupation of the final Residential Dwelling within a further period of one (1) year the County Council shall notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to.

SCHEDULE 8

Draft Affordable Housing 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 73 dwellings all of which shall be Affordable Housing to be provided on the Property of which fifty one (51) Dwellings shall be an Affordable Rent Dwelling (unless otherwise agreed by the Council 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 twenty two (22) 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 Rent’** means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable

1.4 **‘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

1.5 **'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

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

1.7 **'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

1.8 **'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

1.9 **'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

1.10 **'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

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

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

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

1.13.1 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 1.13.2 to 1.13.4

inclusive;

1.13.2 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

1.13.3 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; or

1.13.4 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

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

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

1.16 **'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

1.17 **'Practical Completion'** means issue of a CML Certificate by the HP's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the RP the issue of a CML Certificate by that other party's surveyor

1.18 **'Property'** means the land at Beyton Road Thurston shown edged red on the plan annexed

1.19 **'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

1.20 **'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.

1.21 '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

1.22 '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

1.23 '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)

1.24 '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

1.25 '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

1.26 '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

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

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

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

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

1.28 **'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

1. **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 Purchase**

In relation to the Initial Let and Initial Purchase of an Affordable Housing Unit 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

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 another 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