

PART 4

OPEN SPACE

- 1.1 The Owner hereby covenants with the District Council that prior to the Commencement of Development to submit the Open Space Specification to the District Council for approval
- 1.2 The Owner covenants not to Commence the Development unless and until the Open Space Specification or the Open Space Specification for the relevant part of the Site has been approved by the District Council in writing such approval not to be unreasonably withheld or delayed and in any event the District Council shall give notification of its decision to approve or reject (and to give its reasons for rejection and specify any changes it requires to the Open Space specification at the time of rejection) within 30 Working Days of receipt of the Open Space Specification otherwise the same shall have been deemed to have been approved
- 1.3 The Owner shall submit to the Council for approval the Nominated Body prior to first Occupation of any Dwellings and the Council shall respond within 28 days of receipt of the Owner's written request (such approval not be unreasonably withheld or delayed).
- 1.4 The Owner hereby covenants with the District Council not to permit the Occupation of any more than 75% of the Dwellings until the Open Space has been provided in accordance with the approved Open Space Specification (unless otherwise agreed in writing)
- 1.5 The Owner covenants at its own cost to maintain and manage the Open Space strictly in accordance with the approved Open Space Specification and the Planning Permission until such time as it has been transferred in accordance with paragraph 1.6 or 1.7
- 1.6 If the Nominated Body is the Management Company the Owner shall transfer the Open Space to the Management Company in accordance with the Open Space Transfer within 12 months of Occupation of the final Dwelling
- 1.7 If the Nominated Body is an alternative organisation approved by the District Council (and not a Management Company) the Owner shall transfer the Open Space in accordance with the Open Space Transfer within 12 months following completion of the Open Space in accordance with the approved Open Space Specification together with payment of the Open Space Commuted Sum to be calculated in accordance with the rates applicable at the date of the transfer such sum to be agreed prior to the transfer of the Open Space
- 1.8 Following completion of the Open Space it shall (in perpetuity)

- 1.8.1 not to be used for any purpose other than the provision of public open space for the benefit of members of the public.
- 1.8.2 be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Space Specification.
- 1.8.3 not to be built on or allowed to be built on any building on the Open Space subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space.

PART 5

BIODIVERSITY

- 1.1 The Owner covenants with the District Council:
 - 1.1.1 to submit a Biodiversity Enhancement Scheme and BNG Assessment to the District Council for approval in writing prior to the Commencement of Development.
 - 1.1.2 not to Commence Development unless and until the Biodiversity Enhancement Scheme has been approved by the District Council (unless otherwise agreed in writing by the District Council); and
 - 1.1.3 to implement/secure the measures set out in the Biodiversity Enhancement Scheme subsequently approved by the District Council (or any replacement Biodiversity Enhancement Scheme subsequently approved between the District Council and the Owner in writing).
- 1.2 Upon completion of the Biodiversity Enhancement Scheme, as agreed with the District Council, the Owner will submit the Completion Report to the District Council for approval.
- 1.3 The Completion Report must be approved in writing by the District prior to Occupation of the Development (unless otherwise agreed in writing by the District Council).
- 1.4 In the event the District Council requires any defects in the Biodiversity Enhancement Scheme to be addressed the Owner will rectify the defects and submit evidence to the District Council of having done so.

- 1.5 Provided the District Council is satisfied that any defects have been rectified and that all the steps in the Completion Report have been carried out, it will confirm its approval of the Completion Report in writing.
- 1.6 The Owner will manage and maintain (or procure the management and maintenance of) the biodiversity enhancements delivered pursuant to the Biodiversity Enhancement Scheme for a period of not less than 30 (thirty) years from the date of approval of the Completion Report by the District Council.
- 1.7 The Owner will submit a BNG Habitat Management and Monitoring Report to the District Council on the anniversaries of 1 (one), 3 (three), 10 (ten), 20 (twenty) and 30 (thirty) years from the date of approval of the Completion Report by the District Council and/or submission on such other date(s) as the District Council may in their absolute discretion determine as necessary to secure compliance with the Biodiversity Scheme.
- 1.8 The Owner will pay to the District Council the BNG Monitoring Fee upon the issue of the Completion Report and in any event prior to the first anniversary referred to in paragraph 1.7 above

PART 6

HRA MITIGATION CONTRIBUTION

2. The Owner covenants to pay the HRA Mitigation Contribution to the District Council prior to the Commencement of Development.
3. The Owner covenants not to Commence the Development unless and until the HRA Mitigation Contribution has been paid to the District Council.

THIRD SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PRIMARY SCHOOL TRANSPORT AND SECONDARY SCHOOL TRANSPORT CONTRIBUTIONS

- 1.1 The Owner covenants to pay the Primary School Transport and the Secondary School Transport Contributions to the County Council prior to first Occupation of the first Dwelling

FOURTH SCHEDULE

THE DISTRICT COUNCIL COVENANTS WITH THE OWNER

1. Use of Contributions

- 1.1 To use the contributions secured under this Deed for the purposes specified in this Deed and for no other purpose whatsoever;
- 1.2 To provide the Owner, at the Owner's written request details of the expenditure of the relevant contributions provided that such request is made within eleven (11) years of the date of payment of each relevant contribution
- 1.3 The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date of payment of each contribution or sum specified in the Second Schedule either confirm that the relevant contribution or sum was contractually committed or expended by the District Council in accordance with the provisions of this Deed or if it was not so contractually committed or expended in that period pay the relevant (or any part not contractually committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days of such request

2. Discharge of obligations

- 2.1 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner's mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.

FIFTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER

The County Council hereby covenants with the Owner as follows:

1. Use of Contributions
 - 1.1 To use the contributions secured under this Deed for the purposes specified in this Deed and for no other purpose whatsoever;
 - 1.2 To provide the Owner, at the Owner's written request details of the expenditure of the relevant contributions provided that such request is made within ten years (10) from the date of Completion of the Development.
 - 1.3 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of Completion of the Development either confirm that the relevant contribution or sum was contractually committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so contractually committed or expended in that period pay the relevant (or any part not contractually committed or expended) back to the person who paid it such payment to be made within twenty (20) Working Days of such request

SIXTH SCHEDULE
DRAFT NOMINATIONS AGREEMENT

DRAFT DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN

(1) [ENTER NAME OF RP]

and

(2) **BABERGH DISTRICT COUNCIL/MID SUFFOLK DISTRICT COUNCIL (delete as appropriate)**

Relating to

[Enter name and address as set out in Section 106. If new or different address, enter
“and also known as”]

[Enter Planning Application reference]

[Enter Date of S106 Agreement:]

Shared Legal Services

Babergh District Council/Mid Suffolk District Council (delete as appropriate)

**Council Offices
Endeavour House
8 Russell Road
Ipswich IP1 2BX**

Part I

Provisions relating to Affordable Rent Units – Pages 3 to 11

Part II

Provisions relating to Shared Ownership Units – Pages 11 to 19

(Delete this page if only one part is used)

DRAFT

THIS DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN:

(1) **[Enter name of RP]** whose registered address is **[enter RP'S address]**

('the RP') and

(2) **BABERGH DISTRICT COUNCIL/MID SUFFOLK DISTRICT COUNCIL (delete as appropriate)** of Endeavour House, 8 Russell Road Ipswich Suffolk, IP1 2BX

('the Council')

'the Parties'

Part I - Provisions relating to Affordable Rent Units

1. Definitions

1.1. 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in July 2021 (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.

1.2. 'Affordable Housing Location Plan' means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:

i) the Affordable Housing Units and their location;

- ii) the number of bedrooms per Dwelling;
- iii) street name and postal address; and
- iv) tenure.

1.3. 'Affordable Housing Unit' means [enter number] Dwellings ([enter percentage number] % of the Dwellings) which shall be Affordable Rent Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.

1.4. 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable. Rents will be set, and may be adjusted over time, in accordance with the Government's policy for Affordable Rents as set out in the Rent Standard of April 2023 and any subsequent update or such Government policy which may succeed it.

1.5. 'Affordable Rent Unit' means an Affordable Housing Unit made available by a RP as low cost rental accommodation (as defined in Section 69 of the Housing and Regeneration Act 2008).

1.6. 'Allocations Policy' means the policy adopted by the Council which governs households that are eligible to Occupy Affordable Housing, in line with its statutory duties.

1.7. 'Chargee' means any mortgagee or chargee of the RP or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.8. 'Choice Based Lettings Scheme' means the allocation process that the Council has adopted for allocating social housing or any allocation process which may succeed it.

1.9. 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.

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

1.11. 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.

1.12. 'Initial Let' means the first tenancy of a newly constructed and previously unoccupied Affordable Rent Unit.

1.13. 'Local Connection' means a connection to the District of [enter name] and as defined in the Allocations Policy.

1.14. 'Local Connection Criteria' means the requirements that need to be met for a Local Connection as set out in the Allocations Policy.

1.15. 'Market Rent' means, in relation to accommodation, an estimate of its market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors.

1.16. 'Notice of Practical Completion' means a written notice (in a form to be agreed between the RP and the Council) to be given to the Council within two (2) weeks from the issue date of the certificate of Practical Completion. 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 Units will be complete and ready to let.

1.17. 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display; or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

1.18. 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.

1.19. 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number [insert number] subject to conditions, and also to obligations in the section 106 (Town and Country Planning Act 1990) agreement dated [insert date].

1.20. 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.

1.21. 'Property' means the land at [enter full address of land] shown edged red on the Plan.

1.22. 'Registered Provider' or '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 the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.

1.23. 'Rent Standard' means the Government's Policy Statement on rents for social housing updated in April 2023, and any subsequent update or policy which may succeed it.

1.24. 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP and the Council.

1.25. 'Tenancy Agreement' means a contract in a form prepared by the RP which sets out the legal terms and conditions of the tenancy, and which conforms with the requirements of the Tenancy Standard.

1.26. 'Tenancy Standard' means the Government's standards in respect of the letting of Affordable Housing published on 1 April 2012, as updated, and any such Government policy which may succeed it.

27. 'Void' means an Affordable Rent Unit which is vacant, otherwise than as a result of the tenant having:

- 1) moved to other accommodation due to a temporary decant provided by the RP;
- 2) moved to other accommodation under a reciprocal arrangement between the Council or RP and another Council or RP; or
- 3) moved to other accommodation by way of a mutual exchange.

and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of the new tenancy.

2. Enabling Provisions

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

3. Procedure

The Parties agree that the Service Level Agreement procedure to which they are signatories as part of the Gateway to Homechoice, Choice Based Lettings Scheme (or any such successor) and the Local Connection Criteria therein shall apply to the nomination of persons in respect of the Affordable Rent Units.

4. Initial Let

In relation to the Initial Let of any Affordable Rent Unit, the following provisions will apply:

- 1) the RP shall give the Council not less than twelve (12) weeks' written notice of the date when the Affordable Rent Units will be ready for occupation; and
- 2) the RP shall serve Notice of Practical Completion upon the Council within two (2) weeks of the date of a certificate of Practical Completion being issued; and

3) the Initial Let will be let in accordance with the SLA.

5. Voids

Should any Affordable Rent Unit become a Void after the Initial Let, or the RP has reasonable cause to believe it will become a Void, then it will be let in accordance with the SLA.

6. RP covenants

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

- 1) To ensure that each of the Affordable Rent Units that are acquired by the RP are Occupied as Affordable Housing Units.
- 2) To ensure that each of the Affordable Rent Units that are acquired by the RP are let to households with a Local Connection (unless otherwise agreed in writing with the Council and subject to the remaining terms of this deed).
- 3) To ensure that a Tenancy Agreement at an Affordable Rent is retained and managed by the RP.
- 4) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Rent Units will be ready for Occupation.

7. Variation of nomination rights

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.

b.

Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing 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 on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Babergh / Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider	As per the address provided at the beginning of this deed or by email: [enter email address]

9. Transfer to other RPs

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred (other 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 (or other such successor scheme) simultaneously on completing the transfer of the Property.

10. 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 or relevant body on the application of either party.

11. Agreements and declarations

The Parties agree:

11.1. Nothing in this deed fetters or restricts the exercise by the Council of any of its powers.

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

11.3. From the issue date of a certificate of Practical Completion of each of the Affordable Rent Units acquired by the RP, the Affordable Rent Units shall be let in accordance with the terms of this deed, save that the obligations and restrictions contained in this deed shall not be binding on:

11.3.1 any Chargee of the whole or any part of the Affordable Rent Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

11.3.1.1. Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the 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, costs and expenses; and

11.3.1.2. if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in clause 11.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

11.3.2 Any tenant that:

11.3.2.1 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

11.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this clause 11.3.

(delete execution section below if both Part I and Part II are used)

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

Signatories:

Babergh District Council/ Mid Suffolk District Council (delete as appropriate)

Registered Provider

Part II – Provisions relating to Shared Ownership Units

1. Definitions

- 1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in July 2021 (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.

- 1.2 'Affordable Housing Location Plan' means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:
- i) the Affordable Housing Units and their location;
 - ii) the number of bedrooms per Dwelling;
 - iii) street name and postal address; and
 - iv) tenure.
- 1.3 'Affordable Housing Unit' means [enter number] Dwellings ([enter percentage number] % of the Dwellings) which shall be Shared Ownership Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.
- 1.4 'Capital Funding Guide' means the rules and procedures for all providers delivering Affordable Housing through one of Homes England's affordable homes programmes and any successor guidance fulfilling the same function.
- 1.5 'Chargee' means any mortgagee or chargee of the RP, or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
- 1.6 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.
- 1.7 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.
- 1.8 'Initial Purchase' means the initial equity purchase representing the first sale of the Shared Ownership Unit.

1.9 'Local Connection' means a connection to the District of [enter name] and as defined in the Local Connection Criteria.

1.10 'Local Connection Criteria' means the requirements that need to be met by an individual for a Local Connection as follows (for the avoidance of doubt, this is not in priority order):

- (i) Their only or principal home is within the administrative boundaries of the District in which the property is located; or
- (ii) They were placed in specialised housing which is not available in the relevant District but had a local connection to the relevant District previously through residence; or
- (iii) They (not a member of their household) are in permanent paid work within the District in which the property is located; or
- (iv) They have a son, daughter, brother, sister, mother or father, who is aged 18 or over and lives in the administrative area of the District and has done so for at least five years; or
- (v) They are a homeless care leaver aged 18 – 20 who have been looked after by Suffolk County Council and were looked after within the District in which the property is located; or
- (vi) They are serving in the regular armed forces of the Crown or who has served in the regular armed forces of the Crown within five years of the date of the purchase of the Shared Ownership Unit; or
- (vii) The main or joint applicant has recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner, where the spouse or civil partner has served in the regular forces and their death was attributable (wholly or partly) to that service; or
- (viii) The main or joint applicant is serving or has served in the reserve forces and is suffering from a serious injury, illness or disability which is attributable whether wholly or partly to that service; or

- (ix) Spouses and civil partners who are required to leave accommodation provided by the Ministry of Defence following a breakdown in their relationship with their Service spouse or partner.
- 1.11 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display; or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.
- 1.12 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.
- 1.13 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number [insert number] subject to conditions, and also to obligations in the section 106 (Town and Country Planning Act 1990) agreement dated [insert date].
- 1.14 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.
- 1.15 'Property' means the land at [enter full address of land] shown edged red on the Plan.
- 1.16 'Registered Provider' or '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 the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.
- 1.17 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such lease in a form approved by the Council to provide:

- (a) not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be sold to the purchaser on an Initial Purchase;
- (b) an option for the purchaser to increase their ownership up to 100% by Staircasing 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.

1.18 'Shared Ownership Unit' means an Affordable Housing Unit sold subject to a Shared Ownership Lease and in accordance with the procedure set out in this deed to an individual who meets the Local Connection Criteria, and 'Shared Ownership Units' shall be construed accordingly.

1.9 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Unit, as set out in the Shared Ownership Lease for that Affordable Housing Unit, and as detailed in the Capital Funding Guide published by Homes England and any other publication that supersedes it.

2. Enabling Provisions

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

3. Procedure

The Parties agree that:

- (i) The Shared Ownership Units shall be sold subject to a Shared Ownership Lease.
- (ii) The RP shall be responsible for assessing potential purchasers.
- (iii) The Shared Ownership Units shall only be sold to applicants with a gross household income of less than £80,000 and otherwise unable to purchase a suitable property for their housing needs on the open market, along with any other eligibility restrictions set out in the Capital Funding Guide (as amended).
- (iv) In respect of the Initial Purchase, each Shared Ownership Unit will, for a period of eight (8) weeks, only be available to purchase by individuals who meet the Local Connection Criteria. If a sale has not been agreed following eight (8) weeks of marketing, the Local Connection Criteria (only) can be waived.
- (v) In respect of future re-sales, each Shared Ownership Unit will, for a period of four (4) weeks, only be available to purchase by individuals who meet the Local Connection Criteria. If a sale has not been agreed following four (4) weeks of marketing, the Local Connection Criteria (only) can be waived.

4. RP covenants

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

- 1) To ensure that each of the Affordable Shared Ownership Units that are acquired by the RP are Occupied as Affordable Housing Units.
- 2) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Shared Ownership Units will be ready for Occupation.

3) To conduct an assessment of potential Shared Ownership purchasers, prior to purchase and in line with the Capital Funding Guide, to ensure that they meet all eligibility criteria, to assess what share they can afford and to ensure that the purchase is affordable and sustainable for the purchaser.

5. Variation of nomination rights

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.

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing 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 on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Babergh / Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider	As per the address provided at the beginning of this deed or by email: [enter email address]

7. Transfer to other RPs

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

8. 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 or relevant body on the application of either party.

9. Agreements and declarations

The Parties agree:

9.1 Nothing in this deed fetters or restricts the exercise by the Council of any of its powers.

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

9.3 From the issue date of a certificate of Practical Completion of each of the Affordable Housing Units acquired by the RP, the Affordable Housing Units shall be purchased in accordance with the terms of this deed, save that the obligations and restrictions contained in this deed shall not be binding on:

9.3.1 any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

9.3.1.1 Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the 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, costs and expenses; and

9.3.1.2 if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in clause 9.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

9.3.2 Any tenant that:

9.3.2.1 has been granted a Shared Ownership Lease by a RP (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RP all remaining shares so that the tenant owns the Affordable Housing Unit outright.

9.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this clause 9.3.

10.Capital Receipts from Staircasing

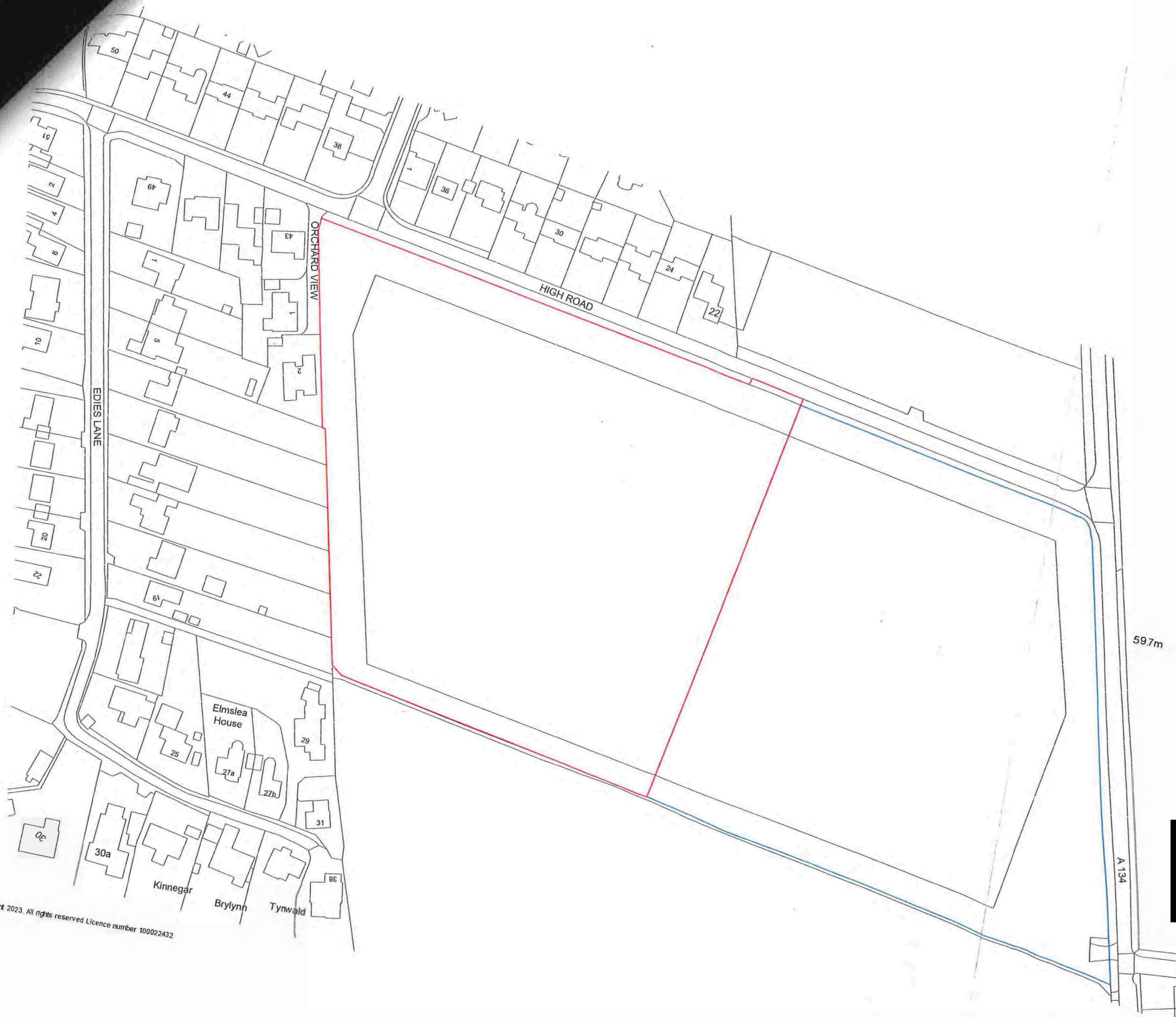
Subject to Homes England funding requirements, any capital receipts received by the RP for shares sold between 81% and 100% must be reinvested in additional Affordable Housing Units within the District of [enter name] within five (5) years of receipt. Any capital receipts not reinvested within five years may be spent on Affordable Housing outside of the District of [enter name].

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

Signatories:

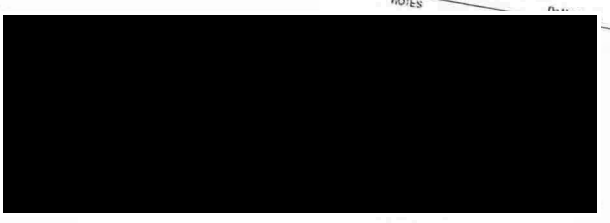
Babergh District Council/ Mid Suffolk District Council (delete as appropriate)

Registered Provider

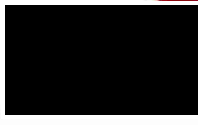


Ordnance Survey, (c) Crown Copyright 2023. All rights reserved Licence number 100022432

All measurements to be verified on site by Main Contractor within the scope of any design drawings or work. All contractors must refer to the relevant drawings and specifications to the work with all relevant standards and Engineers. © WT Design Ltd 2023



69479.



827



Land 50 of High Road, Leavenham	
Site Location Plan	
Drawn by: Susanna Rendall	
Date: 15/08	Project Number: 08-2023
Scale: 1:500	
Project Number: 415-23	Drawing Number: 0150
Information	