

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

relating to Land at 155 The Street, Rushmere St
Andrew Suffolk

Dated:

10th April

2022

EAST SUFFOLK COUNCIL (1)

AND

SUFFOLK COUNTY COUNCIL (2)

AND

AMGPS (IPSWICH) LIMITED (3)

Ref DC/19/3916/OUT

DATE

10th August

2022

PARTIES

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton Woodbridge IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX ("the County Council")
- (3) **AMGPS (IPSWICH) LIMITED** (Company Registered Number 10470264) of Tower Business Park, Kelvedon Road, Tiptree, Colchester COS 0LX ("the Owner")

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
2. The County Council is the local education authority and local highway authority and also a planning authority for the area in which the Site is situated and by whom the obligations to it in this Deed are enforceable.
3. The Owner is the freehold owner of the Site registered under title numbers SK349407 and SK203059
4. The Applicant submitted the Application to the Council which was validated on 28 October 2019 and allocated reference number DC/19/3916/OUT
5. The Council resolved to grant the Planning Permission subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
6. The Site lies within the area to which the Local Plan applies. The Council the County Council and the Owner acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings and shall be read in conjunction with the definitions set out in the Third Schedule:

"Act"	the Town and Country Planning Act 1990 as amended;
"Applicant"	Ruby Homes (East Anglia) Ltd;
"Application"	the application for outline planning permission validated by the Council on 28

	October 2019 for the Development and allocated reference number DC/19/3916/OUT;
"Care Home"	The 75 bed care home to be constructed on the Site as shown on the Care Home Plan;
"Care Home Plan"	The plan attached to this Deed labelled Care Home Plan showing the proposed location of the Care Home outlined in green;
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, site clearance, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Consumer Prices Index"	the consumer prices index published by the Central Government or any subsequent indices replacing the same;
"County Council Contributions"	Means any of the following: Passenger Transport Contribution, Rights of Way Contribution, Primary Education Contribution, Pre-School Contribution or Secondary School Contribution
"Development"	The development comprising of 14 No. dwellings, 25 No. retirement apartments & a 75 bed care home;
"Dwelling"	any dwelling (including a house bungalow flat or maisonette) including the Retirement Apartments to be constructed pursuant to the Planning

"Housing and Enabling Manager"

Permission;

the officer so designated by the Council and any notice required to be served on the Housing and Enabling Manager must be sent or delivered to the Council at the address aforesaid marked for the attention of the Housing and Enabling Officer;

"Index"

the all in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or any subsequent indices of the same;

"Interest"

interest at four per cent above the base lending rate of the Bank of England from time to time;

"Ipswich Garden Suburb Scheme"

the scheme as identified in the Ipswich Local Plan Review adopted in March 2022 (Core Strategy and Policies Document Review and Ipswich Garden Suburb Supplementary Planning Document)

"Local Plan"

The East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020

"Occupation" and "Occupied"

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;

"Passenger Transport Contribution"

£17,000 (seventeen thousand pounds) for the provision of bus stop improvements within the vicinity of the Site

"Plan"

the plan labelled "Site Plan" attached to this Deed;

"Planning Permission"

the outline planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft

	annexed to the Second Schedule;
"Pre-school Contribution"	£41,016 (forty-one thousand and sixteen pounds) towards the provision of new pre-school settings as part of the Ipswich Garden Suburb Scheme
"Primary School Contribution"	£82,032 (eighty-two thousand and thirty-two pounds) towards the delivery of new primary schools as part of the Ipswich Garden Suburb Scheme
"Reserved Matters Application"	the application for approval of reserved matters dealing with some or all of the outstanding details of the Planning Permission;
"Retirement Apartments"	the part of the Development forming the Retirement Apartments (which are C3 Dwellings);
"Rights of Way Contribution"	£15,000 (fifteen thousand pounds) for improvements to Public Footpath 47 Rushmere St Andrew to include but not limited to surfacing of Footpath 47 between the access from the Site and The Street
"Secondary School Contribution"	£74,787 (seventy-four thousand seven hundred and eighty-seven pounds) towards the delivery of a new secondary school as part of the Ipswich Garden Suburb Scheme
"Section 73 Consent"	Means a planning permission granted pursuant to Section 73 of the Act and/or a planning permission which removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to Section 73 of the Act was granted
"Section 106 Officer"	the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer;

“Site”

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

“Working Days”

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause or paragraph of or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.
- 2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party (other than as provided for in this Deed) and in the case of the Council the successors to their respective statutory function.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:
- (i) Council: as given in this Deed;
 - (ii) County Council: as given in this Deed;
 - (iii) Owner: as given in this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title except as set out in clause 7.8 hereof

3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.4 The covenants, restrictions and requirements contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the Act.

4. CONDITIONALITY

4.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

Save for the provisions of Clause 5.4, 5.5, 14 and 15

5. THE OWNER COVENANTS

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

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

5.3 The Owner covenants and warrants to the Council and County Council it is the freehold owner of the Site and has the capacity to enter into this Deed.

5.4 The Owner covenants to pay the Council's legal fees prior to completion of this Deed

5.5 The Owner covenants to pay the Council's monitoring fee of £1,632 on completion of this Deed

5.6 The Owner covenants to pay the County Council's legal fees prior to completion of this Deed

5.7 The Owner covenants to pay the County Council's monitoring fee of £824 (eight hundred and twenty-four pounds) on completion of this Deed

6. THE COUNCIL'S COVENANTS

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

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

7. MISCELLANEOUS

7.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.2 This Deed shall be registered as a local land charge by the Council.

7.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or 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 Council by the Head of Planning Services (or the officer of the Council fulfilling such functions) and on behalf of the County Council by the Executive Director of Growth

Highways and Infrastructure (or the officer of the County Council fulfilling such functions) and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 7.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.5 Insofar as any clause or paragraph 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.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 This Deed shall not be enforceable against an owner-occupier or tenant of a Dwelling constructed pursuant to the Planning Permission or any mortgagee or chargee of any owner-occupier or tenant of a Dwelling or any person deriving title from any such person.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council or County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.11 The Owner covenants from the date that this Deed takes effect to allow the Council and the County Council and their respectively duly authorised officers or agents at all reasonable times and on reasonable written notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.
- 7.12 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.
- 7.13 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 Owner and at no cost to the Council.
- 7.14 Unless otherwise agreed between the Parties if a Section 73 Consent is granted by the Council (or the Secretary of State) in relation to the Development, then with effect from the date that each such Section 73 Consent is granted
- (a) the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further acts by the Parties

b) the definitions of Development, Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent

PROVIDED THAT

(i) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act; and

(ii) if the Council considers that the obligations contained in this Deed shall be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into the secure the appropriate obligation and;

(iii) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent

8. WAIVER

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

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council and County Council written notice within fourteen days (14) of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/19/3916/OUT giving details of the transferee's full name and registered office (if a company) or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof PROVIDED THAT this shall not apply to the transfer or the grant of a long lease to an owner-occupier or tenant of a Dwelling constructed pursuant to the Planning Permission or any mortgagee or chargee of any owner-occupier or tenant of a Dwelling or any person deriving title from any such person or a transfer to a Registered Provider.

10. INDEXATION

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

- 10.1 A is the sum payable under this Deed;
- 10.2 B is the original sum calculated as the sum payable;
- 10.3 C is the Index for the month two months before the date on which the sum is payable;
- 10.4 D is the Index for the month two months before the date of this Deed; and

10.5 C/Dis greater than one.

11. INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12. VAT

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

13. DISPUTE PROVISIONS

13.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.

13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him, within ten Working Days of notification of his appointment, written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.

13.5 The provisions of this clause shall not affect the ability of the Council or County Council 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.

14. JURISDICTION

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

15. 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 Deed on the day and year first before written.

EXECUTED as a DEED by

AMGPS (IPSWICH) LIMITED

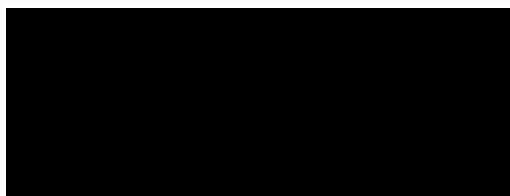
acting by a director

in the presence of



Witness
Signature

Witness
Name



Witness
Address

GUOCEON'S PREMISE

BUTTER MARKET

STOUMARLET

IP16 1ED

SOLICITOR

The COMMON SEAL of
**SUFFOLK COUNTY
COUNCIL**

was hereunto affixed
in the presence of:-



.....
[Redacted Signature] duly authorised Officer of the Council

The COMMON SEAL of
**EAST SUFFOLK
COUNCIL**

was hereunto affixed
in the presence of:-



401

.....A duly authorised Officer of the Council

.....A duly authorised Officer of the Council

FIRST SCHEDULE

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

The freehold land shown edged red for indicative purposes only on the Plan and known as the Land at 155 The Street, Rushmere St Andrew and registered under title numbers SK203059 and SK349407

SECOND SCHEDULE
Details of the Application

Application Number	DC/19/3916/OUT
Application Type	Outline
Date Validated	28 October 2019
Location	Land at 155 The Street, Rushmere St Andrew
Proposal	Development Comprising of 14 No. dwellings, 25 No. retirement apartments & a 75 bed care home
Applicant	Mr David Bates - Ruby Homes (East Anglia) Ltd

THIRD SCHEDULE
The Owner Covenants with the Council

1. DEFINITIONS

“Additional First Homes Contribution”

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 2.27, 2.20, or 2.21 of this Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

“Affordable Dwellings”

Those Dwellings (including the Retirement Apartments) forming part of the Development comprising Affordable Housing the details of which are to be set out in the Affordable Housing Scheme, the mix of house type to reflect housing need in the area, which shall for the avoidance of doubt comprise not less than 33% of the total number of Dwellings to be constructed on the Site or any variation agreed otherwise in writing by the Council

“Affordable Dwellings for Rent”

Affordable Housing let by a Registered Provider to Eligible Persons where the rent level is capped at 80% of the local market rent (including any service charges, where applicable) and within local housing allowance rates, or as otherwise agreed with the Council in writing;

“Affordable Housing”

housing that will be available to eligible households and as defined in Annex 2 of the

National Planning Policy Framework (2019) (as amended) whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices (unless otherwise agreed in writing with the Council);

“Affordable Housing Scheme”

means a written scheme setting out the location, number, type and size (including number of bedrooms/persons) of the Affordable Dwellings including

- setting out the timescales and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings
- the identity of the Registered Provider (where known or such information to be supplied later once known) or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Dwellings in perpetuity
- full details of the Affordable Housing mix if differing from that set out in Affordable Housing Table (such proposal to reflect the Council’s up to date strategic housing market assessment and specific local needs as determined and agreed by the Council)
- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme

to be approved by the Council pursuant to paragraph 2.1 of The Third Schedule Part 1 which will form part of this Deed as if the same had been fully set out herein or any variation agreed otherwise in writing by the Council

“Affordable Housing Table”

Means the table at Third Schedule indicating the house types and tenure types of the Affordable Dwellings unless otherwise agreed in writing with the Council

"Allocation Policy"	Means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Dwellings to an Eligible Person
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"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;
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 2.14 applies the Eligibility Criteria (Local)
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30%
"Disposal"	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <ul style="list-style-type: none"> (a) a letting or sub-letting in accordance with clauses 2.13-2.30 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal <p>and "Disposed" and "Disposing" shall be construed accordingly</p>
"Eligibility Criteria (Local)"	<p>means local criteria met in respect of a purchase of a First Home if:</p> <ul style="list-style-type: none"> (a) the purchaser meets the criteria in the

Local Connections Cascade (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connections Cascade); and

- (b) the purchaser meets any further local criteria in effect at the date of the relevant disposal of a First Home

it being acknowledged that at the date of this agreement the Council has only prescribed Eligibility Criteria (Local) in respect of (a).

"Eligibility Criteria (National)"

means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed £80,000 or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

"Eligible Person"

A person or persons on the housing register maintained by the Council or a person or persons who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market

"Exempt Disposal"

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 2.7 shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 2.13-2.30

"First Homes"

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

"First Home Owner"

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) the freehold a tenant or sub-tenant of a permitted letting under paragraphs 2.13-2.30

"First Time Buyer"

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

Habitat Mitigation Contribution

to pay the sum of Three Hundred and Twenty One Pounds and Twenty Two Pence (£321.22) per Dwelling on or before Commencement of Development and Index Linked payable to the Council towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to the Habitats Regulations Assessment Recreational Disturbance Avoidance and Mitigation Strategy for Ipswich Borough, Babergh District, Mid Suffolk District and East Suffolk Councils – Technical Report dated 23 May 2019

"Homes England"

the non-departmental public body responsible for creating thriving communities and affordable homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration

	Act 2008 or such other body that may replace it in either function
"Local Connection Cascade"	(a) the local connections criteria to be applied to each and every let or sale of an Affordable Dwelling as set out in Appendix A
"Market Dwellings"	Dwellings that are to be provided as general market housing for sale on the open market and which are not Affordable Dwellings;
"Market Value"	means the open market value as assessed by a Valuer of a Dwelling and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount in the valuation
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"Nomination Agreement"	The agreement to be entered into by the Council and the Registered Provider in respect of rights for the Council to nominate Eligible Persons for the Affordable Dwellings for Rent in the form provided by the Council a draft of which is appended to this Deed at Appendix B
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"Protected Person"	Means any person who: (a) 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 Dwelling; b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular

- Affordable Dwelling;
- c) a 100% Staircaser;
- d) any successor in title to a chargee or mortgagee of the persons named in a) – c) above;
- e) any Mortgagee of a Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions within that Shared Ownership Lease;

“Qualifying Persons”

Means a person or persons unable to buy housing generally available on the open market and whose household income is below £80,000 per annum (or such other amount agreed in writing with the Council in accordance with government policy);

“Reasonable Consideration”

offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the acquisition of Affordable Housing of a similar type and location by Registered Providers on a grant-free basis via section 106 agreements;

“Registered Provider”

For the purposes of this deed means either-

- (i) a body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;
- (ii) any person or body or entity which is registered as a provider of social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008
- (iii) or any body, organisation or company which is registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social

	landlord;
	to be approved in writing by the Council
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Shared Ownership Dwelling"	means those Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>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:</p> <p>not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Registered Provider;</p> <p>power to the purchaser to increase their ownership up to 100%;</p> <p>an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider 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 the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;</p>
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity
"100% Staircaser"	means a lessee of a Shared Ownership Dwelling or a under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling or the owner of a Shared Equity Dwelling who has exercised their right

to purchase the remaining equity;

PART 1

2. AFFORDABLE HOUSING

- 2.1 The Owner covenants not to Commence the Development of the 14 No. dwellings, 25 No. Retirement Apartments until the Affordable Housing Scheme has been agreed in writing with the Council. For the avoidance of doubt, the Affordable Housing Scheme need not be agreed before the Development of the Care Home can Commence
- 2.2 The Owner covenants that no more than 40% of the Market Dwellings shall be Occupied (save unless otherwise agreed with the Council) until all of the Affordable Dwellings have been constructed in accordance with the Planning Permission made ready for residential Occupation and transferred to the Registered Provider (save for any Affordable Dwellings to be sold directly by the Owner) and written notification of such has been received by the Council.
- 2.3 The Owner covenants that from the date of Practical Completion the Affordable Dwellings shall not be used other than for the purposes of Affordable Housing in accordance with the Affordable Housing Scheme subject however to the provisions herein.
- 2.4 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings despite the Owner's reasonable endeavours to do so the Owner will be required to prove to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Providers has not been forthcoming for Reasonable Consideration.
- 2.5 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner whilst maximising the provision of Affordable Housing.
- 2.6 Nothing in this paragraph 2 shall be binding on a Protected Person or any Mortgagee or Chargee of a Protected Person or any receiver appointed by such Mortgagee or Chargee or any person deriving title from any such person.
- 2.7 ~~Nothing in this paragraph 2 shall be binding on a Chargee provided that any Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than two months' prior notice to the Council of its intentions to dispose and a) in the event that the Council responds within one month from the receipt of the notice indicating that arrangement for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Dwellings then the Chargee shall co-operate with such arrangement and use its reasonable endeavours to secure such transfer; or b) if the Council or any other person cannot within two months of the date of its service of its response under paragraph 2.6(a) secure such transfer then the Chargee shall be entitled to dispose free of the restrictions set out in this paragraph 2 which shall from the time of completion of the disposal cease to apply PROVIDED THAT at all times the rights and obligation in this paragraph 2 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interests of the Chargee in respect of moneys outstanding under the charge or mortgage.~~
- 2.7 The Affordable Housing obligations in this Third Schedule Part 1 shall not apply to any Mortgagee or Chargee (or any receiver (including an administrative receiver appointed by such Mortgagee or Chargee) or any other person appointed under any security documentation to

enable such Mortgagee or Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:

2.7.1 such Chargee or Receiver of an Affordable Dwelling for Rent or Shared Ownership Dwelling shall first give written notice to the Council of its intention to Dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a Disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration 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

2.7.2 if such Disposal of the Affordable Dwelling for Rent or Shared Ownership Dwellings has not completed within the three month period, the Chargee or Receiver shall be entitled to Dispose of the Affordable Rented Dwellings or Shared Ownership Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

2.7.3 such Mortgagee or Receiver of a First Home shall first give written notice to the Council of its intention to Dispose of the relevant Dwelling; and

2.7.4 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home subject only to paragraph 2.7.5 at its full Market Value once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home subject only to paragraph 2.7.5 at its full Market Value

2.7.5 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

- 2.7.6 following receipt of notification of the Disposal of the relevant First Home the Council shall:
- i.forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 2.17; and
 - ii.apply all such monies received towards the provision of Affordable Housing in East Suffolk

Affordable Housing Table

Tenure	Percentage
Affordable Dwellings for Rent	50%
Shared Ownership	25%
First Homes	25%

- 2.8 The Registered Provider shall enter into a Nomination Agreement with the Council and shall not let dispose or otherwise permit the Occupation of any of the Affordable Dwellings for Rent until such Nomination Agreement has been entered into

- 2.9 On the first and any subsequent letting of an Affordable Dwelling for Rent the Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (Priority will go to applicants who have a Local Connection in accordance with the Local Connections Cascade provided at Appendix A
- 2.10 The Registered Provider shall not dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to a Registered Provider.
- 2.11 The Owner will notify the Council within 28 days of the transfer of any Affordable Dwellings to a Registered Provider of the plot number, street address, house type, size and tenure of each dwelling and date of transfer.
- 2.12 In the event that 100% of the Shared Ownership Dwelling is purchased:
- 2.12.1 the proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for 5 years and used for the provision of Affordable Housing within the East Suffolk District, and should the owner of the Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the Shared Ownership Dwelling back in the first instance at Market Value;
- 2.12.2 in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with clause 2.12.1, the Shared Ownership Dwelling will be marketed as such subject to the terms of this Deed; and
- 2.12.3 in the event the Registered Provider declines to purchase the Shared Ownership Dwelling or fails to notify the owner of the Shared Ownership Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight days of the notification as specified in this clause at ~~2.12.12-12.1~~, then the owner of the Shared Ownership Dwelling may sell it on the open market from the terms of this Deed

FIRST HOMES

2.13 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting;

a. the Eligibility Criteria (National); and

b. the Eligibility Criteria (Local

2.14 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 2.13b shall cease to apply.

2.15 Subject to paragraphs 2.18 to 2.22, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

2.16 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

2.16.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 2.14 applies meets the Eligibility Criteria (Local) (if any)

2.16.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

2.16.3 the transfer of the First Home includes:

a. a definition of the "Council" which shall be East Suffolk Council

b.

b. a definition of "First Homes Provisions" in the following terms:

c.

"means the provisions set out in clause[s] [] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."

c. A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and(3)]

d. a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

e. a copy of the First Homes Provisions in an Annexure

2.16.4 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 2.15 and 2.16.1 have been met

2.17 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated

[Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition”

2.18 The owner of a First Home may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

2.18.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with clauses 2.13 and 2.14 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 2.15 and 2.16.1; or

2.18.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 2.18.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

2.19 Upon receipt of an application served in accordance with paragraph 2.18 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

2.20 If the Council is satisfied that either of the grounds in paragraph 2.18 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.18 that the relevant Dwelling may be Disposed of:

2.20.1 to the Council at the Discount Market Price; or

2.20.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.22 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

2.21 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 2.18 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.18 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 2.18 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

2.22 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 2.20 or 2.21 above the Owner of the First

Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

2.23 Upon receipt of the Additional First Homes Contribution the Council shall:

2.23.1 within 10 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 2.17 where such restriction has previously been registered against the relevant title

2.23.2 apply all monies received towards the provision of Affordable Housing

2.24 Any person who purchases a First Home free of the restrictions in schedule [] of this Deed pursuant to the provisions in paragraphs 2.21 and 2.22 shall not be liable to pay the Additional First Homes Contribution to the Council

2.25 Each First Home shall be used only as the main residence of the First Home Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 2.26 – 2.29 below.

2.26 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

2.27 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 2.28 A letting or sub-letting permitted pursuant to paragraph 2.26 or 2.27 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 2.29 Nothing in this paragraph 2.13-2.29 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence[.]

PART 2

3. HABITAT MITIGATION CONTRIBUTION

- 3.1 The Owner covenants with the Council that it will pay the Habitat Mitigation Contribution to the Council in accordance with the following:
- 3.2 the Owner shall not Commence the Development of the Dwellings until the Habitat Mitigation Contribution has been paid to the Council. For the avoidance of doubt the Commencement of the Development of the Care Home shall not trigger payment of the Habitat Mitigation Contribution

PART 3

4. CARE HOME

- 4.1 The Owner covenants with the Council not to permit the use of the Care Home constructed as part of the Development for any use other than use falling within Use Class C2 of the Act
- 4.2 The Owner covenants with the Council that the Care Home shall remain as a Care Home in perpetuity

PART 4

5. RETIREMENT APARTMENTS

- 5.1 The Owner covenants with the Council not to permit the Occupation of any of the Retirement Apartments other than as a private place of residence for a person or persons who have attained the age of 55 years of age
- 5.2 The Owner covenants with the Council that the Retirement Apartments shall remain as Retirement Apartments in perpetuity
- 5.3 The Owner covenants that the Retirement Apartments will include Affordable Housing (being 33% of the total number of Retirement Apartments) the mix of which shall be agreed in writing with the Housing and Enabling Manager at the Council

FOURTH SCHEDULE

Council's Covenants

Discharge of obligations

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council covenants with the Owner that it will apply the Habitat Mitigation Contribution towards the purpose specified in the definition and for no other purpose whatsoever
3. In the event that the Habitat Mitigation Contribution has not been spent or committed by contract for its specified purpose within 10 years of receipt of the Habitat Mitigation Contribution the Council shall repay any uncommitted and unspent balance together with any interest accrued to the person who paid the Habitat Mitigation Contribution.

FIFTH SCHEDULE
The Owner Covenants with the County Council

1. EDUCATION CONTRIBUTIONS

- 1.1 The Owner covenants with the County Council to pay to the County Council the Pre-School Contribution, the Primary School Contribution and the Secondary School Contribution prior to the first (1st) Occupation of the first (1st) Dwelling
- 1.2 The Owner covenants with the County Council not to permit the Occupation of any Dwellings prior to the Owner paying the Pre-School Contribution, the Primary School Contribution and the Secondary School Contribution to the County Council

2. HIGHWAY CONTRIBUTIONS

- 2.1 Subject to paragraph 2.3 of the Schedule, the Owner covenants with the County Council to pay to the County Council the Passenger Transport Contribution and the Rights of Way Contribution prior to Commencement of Development
- 2.2 The Owner covenants with the County Council not to Commence Development prior to the Owner paying the Passenger Transport Contribution and the Rights of Way Contribution to the County Council
- 2.3 The Owner is **not** required to pay the Passenger Transport Contribution to the County Council pursuant to paragraph 2.1 of this Schedule where the Owner (or another party acting on their behalf) has entered into an agreement with the County Council pursuant to Section 278 of the Highways Act 1980 for the provision of bus stop improvements within the vicinity of the Site which satisfies the County Council (acting reasonably) in respect of such provision

3. NOTICES

- 3.1 The Owner shall provide the County Council with written notification within seven (7) days of:
 - 3.1.1 The Commencement of Development
 - 3.1.2 The date the first (1st) Dwelling is first capable of being Occupied
 - 3.1.3 First (1st) Occupation of the first (1st) Dwelling
 - 3.1.4 First (1st) Occupation of the final Dwelling

Sixth Schedule
County Council's Covenants

1. COUNTY COUNCIL CONTRIBUTIONS

- 1.1 The County Council covenants to use any County Council Contribution for the purpose it was paid for as set out in this Deed
- 1.2 Save for as provided in paragraph 1.4 of this Schedule the County Council shall if requested to do so in writing after the expiry of ten (10) years of the date the final Dwelling was first Occupied within a further period of one (1) year pay to any such person such amount of that County Council Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within twenty eight (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable
- 1.3 Save for as provided in paragraph 1.5 of this Schedule when any County Council Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the date the final Dwelling was first Occupied within a further period of one (1) year notify the Owner in writing that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.
- 1.4 The County Council shall if requested to do so in writing after the expiry of seven (7) years of the date that the Passenger Transport Contribution was paid within a further period of one (1) year pay to any such person such amount of that County Council Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within twenty eight (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable
- 1.5 When the Passenger Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of seven (7) years of the payment of that sum within a further period of one (1) year notify the Owner in writing that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.

THE COMMON SEAL of

EAST SUFFOLK COUNCIL

was affixed in the presence of:

..... Authorised Officer

..... Authorised Officer

Executed as a Deed by
AMGPS (Ipswich) Limited
Acting by a director
In the presence of

Signature

Witness Signature

Witness Name

Witness Address

.....
.....

Affordable dwellings for Rent

1. The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the council will be satisfied that the applicant

a. Has continuously lived in Rushmere St Andrew for the preceding 5 years, OR

b. Has continuously had a principal place of work in Rushmere St Andrew for the preceding 5 years OR

c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Rushmere St Andrew for the preceding 5 years, OR

d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from Rushmere St Andrew

2. If there are no persons who qualify under paragraph 1 above the Affordable Dwelling shall be allocated to person nominated by the Council who

a. Has continuously lived within 15 miles of the Site for the preceding 5 years, OR

b. Has continuously had a principal place of work within 15 miles of the Site for the preceding 5 years OR

c. Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 15 miles of the Site for the preceding 5 years, OR

d. Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from within 15 miles of the Site

3. If there are no persons who qualify under paragraphs 1 and 2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk

4. Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraphs 1 to 3 above

Affordable dwellings for sale

5. On advertising each and every—Disposal of a Shared Ownership or First Home, the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within the District of East Suffolk for the preceding 5 years, OR
- b. Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years OR
- c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years, OR
- d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from the District of East Suffolk

AND priority will be given to persons who:-

- e. Have continuously lived within Rushmere St Andrew for the preceding 5 years, OR
 - f. Have continuously had a principal place of work within the Rushmere St Andrew for the preceding 5 years OR
 - g. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within Rushmere St Andrew for the preceding 5 years, OR
 - h. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from Rushmere St Andrew
6. If there are no purchasers who qualify under paragraphs 5 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections restrictions