



PHASING PLAN KEY

- PHASE 1A
 - PHASE 1B
 - PHASE 1C
 - PHASE 1D
 - PHASE 1E
- PHASE 2A
 - PHASE 2B
FWPS drainage route shown indicatively.
 - PHASE 2C
 - PHASE 2D
- PHASES 2E, F, G, H,
I, J, K, and L.
Self / Custom build

NOTES

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REVISIONS

REV	DATE
A. Revised to clients comments.	25.10.23
B. Phasing corrected	27.10.23
C. Updated to latest layout	25.03.24
D. Two additional sub-phases added to phase 1.	15.05.24
E. Minor revision.	15.05.24
F. Phase 1d split into phase 1d and 1e.	20.05.24
G. Further phases added. Link from FWPS shown to phase 2B	29.01.25

CLIENT:
OLDMAN HOMES LTD.

PROJECT:
**PROPOSED RESIDENTIAL DEVELOPMENT,
LAND OFF PARK HILL, OULTON
LOWESTOFT.**

DRAWING TITLE:
PHASING PLAN FOR C.I.L PURPOSES

DRAWING STATUS: **FOR PLANNING**

SCALES- 1:1250@ A2 DATE - OCTOBER 2023

EDA EASTERN DESIGN ARCHITECTURE LTD
info@easterndesignarchitecture.co.uk

JOB NO. **2005** DWG NO. **PHP01** REV. **G**

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1:1250 Scale Bar
0m 10m 20m 30m 40m 50m

SECOND SCHEDULE

The Owners' Covenants with the Council

The Owners hereby covenant with the Council as follows (unless otherwise agreed in writing by the Owners and the Council):

1 Affordable Housing (Phase 2)

- 1.1 Unless otherwise agreed in writing by the Council not to Commence Development on Phase 2 or allow the Commencement of Development on Phase 2 unless or until an Affordable Housing Scheme has been submitted to and approved by the Council.
- 1.2 Subject to the provisions of this paragraph 1 from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for the purposes of Affordable Housing for First Time Buyers in accordance with the Affordable Housing Scheme subject however to the provisions herein.
- 1.3 Unless otherwise agreed in writing by the Council the Owners covenant not to Occupy or allow Occupation of more than 60 % of the Open Market Dwellings in Phase 2 unless and until all of the Affordable Housing Units are Practically Complete and marketed in accordance with paragraphs 1.4 to 1.5 of this Second Schedule in accordance with the terms of this Deed.
- 1.4 The First Homes (if provided) 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).
- 1.5 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), paragraph 1.4 b shall cease to apply.
- 1.6 Subject to paragraphs 1.9 to 1.14, no First Home shall be Disposed (First Home) 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
- 1.7 No First Home shall be Disposed (First Home) of (whether on a first or any subsequent sale) unless and until
 - 1.7.1 the Council has been provided with evidence that:

1.7.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 1.5 applies meets the Eligibility Criteria (Local) (if any)

1.7.1.2 the Dwelling is being Disposed (First Home) of as a First Home at the Discount Market Price and

1.7.1.3 the transfer of the First Home includes:

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

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

"means the provisions set out in paragraphs 1.4 to 1.12 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c. a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] 2025 made between and entered into between (1) East Suffolk Council (2) Suffolk County Council (3) Oldman Homes Limited and (4) Starkemp Limited

d. a provision that the First Home 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 (First Home) of the First Home 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

1.7.2 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 1.6 and 1.7.1 have been met

1.8 On the first Disposal (First Home) 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'

- 1.9 The owner of a First Home may apply to the Council to Dispose (First Home) of it other than as a First Home on the grounds that either:
- 1.9.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 1.4 and 1.5 (and in the case of a first Disposal (First Home) 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 (First Home) of the Dwelling as a First Home but it has not been possible to Dispose (First Home) of that Dwelling as a First Home in accordance with paragraphs 1.6 and 1.7.1; or
 - 1.9.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 1.9.1 before being able to Dispose (First Home) of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship
- 1.10 Upon receipt of an application served in accordance with paragraph 1.9 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
- 1.11 If the Council is satisfied that either of the grounds in paragraph 1.9 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 1.9 that the relevant Dwelling may be Disposed (First Home) of:
- 1.11.1 to the Council at the Discount Market Price; or
 - 1.11.2 (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 1.13 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
- 1.12 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 1.9 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 1.9 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal (First Home) 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

(First Home) of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 1.9 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed (First Home) of other than as a First Home

- 1.13 Where a Dwelling is Disposed (First Home) of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 1.11 or 1.12 above the Owners of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 1.14 Upon receipt of the Additional First Homes Contribution the Council shall:
 - 1.14.1 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 1.8 where such restriction has previously been registered against the relevant title
 - 1.14.2 apply all monies received towards the provision of Affordable Housing
- 1.15 Any person who purchases a First Home free of the restrictions in the Second Schedule of this Deed pursuant to the provisions in paragraphs 1.12 and 1.13 shall not be liable to pay the Additional First Homes Contribution to the Council
- 1.16 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed (First Home) of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 1.17 – 1.20 below.
- 1.17 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.
- 1.18 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 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.

1.19 A letting or sub-letting permitted pursuant to paragraph 1.17 or 1.18 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.

1.20 Nothing in this Second Schedule 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.

1.21 An application fee will be payable on each and every application for a First Home in line with the Councils set charges for such applications

1.22 Nothing in this Second Schedule 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.

Mortgagee Protection

1.23 The Affordable Housing obligations in this Second Schedule 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 Housing Units or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:

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

- 1.23.2 once notice of intention to Dispose (First Home) 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 1.23.3 at its full Market Value (B)
- 1.23.3 following the Disposal (First Home) 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.
- 1.23.4 following receipt of notification of the Disposal (First Home) 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 1.8; and
 - ii. apply all such monies received towards the provision of Affordable Housing

2 Viability Reviews

EARLY STAGE VIABILITY REVIEW TRIGGER

- 2.1 The Owner covenants to submit the following information no later than the Commencement of Development of Phase 2:
- 2.1.1 the Development Viability Information for Formula 1b below;
 - 2.1.2 a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) thereby confirming
 - 2.1.3 whether in the Owners' view Surplus profit (as defined in Formula 1b) can be used to pay an Early Stage Review Affordable Housing Contribution;

ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.2 The Council shall promptly and in good faith assess the information submitted pursuant to paragraph 2.1 of this Second Schedule and assess whether in its view an Early Stage Review Affordable Housing Contribution is required to be paid in accordance with Formula 1b.

- 2.3 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Second Schedule.
- 2.4 After submission of the information under paragraph 3.1 above the Council and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 20 (twenty) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view a proportion of the Surplus profit arising from the application of Formula 1b should be paid as an Early Stage Review Affordable Housing Contribution.
- 2.5 The Council or its External Consultant shall complete its assessment of the information submitted pursuant to paragraph 2.1 of this Second Schedule and the Council shall notify the Owners in writing of its decision as to whether any Early Stage Review Affordable Housing Contribution is required and, if so, how much as soon as reasonably practicable and in any event the Council or its External Consultant shall use reasonable endeavours to complete its assessment and notify the Owners as soon as possible following receipt of the information submitted pursuant to paragraph 2.1 of this Second Schedule.
- 2.6 If the Owners do not agree with the decision of the Council notified to the Owners under paragraph 2.5 of this Second Schedule (or no decision is made within six (6) months of the submission of the information required under paragraph 2.1 of this Second Schedule) then:
- 2.6.1 (if the Council has notified the Owner of its decision under paragraph 2.5 of this Second Schedule) the Owner shall notify the Council of this disagreement within 10 Working Days of receipt of this notification;
- 2.6.2 the Parties shall use reasonable endeavours (with both parties acting reasonably and not unreasonably delaying discussions) to agree whether any Early Stage Review Affordable Housing Contribution is required and, if so, how much within six (6) months of the Owners' submission of the information required under paragraph 2.1 of this Second Schedule; and
- 2.6.3 if following the six (6) month period referred to in paragraph 2.6.2 of this Second Schedule the Parties cannot agree whether any Early Stage Review Affordable Housing Contribution is required or the quantum of the Early Stage Review Affordable Housing Contribution either the Owner or the Council may refer the matter for determination pursuant to Clause 13 of this Deed

2.7 If:

- 2.7.1 the Council notifies the Owners pursuant to paragraph 2.5 of this Second Schedule that a Early Stage Review Affordable Housing Contribution is required and the quantum of the Early Stage Review Affordable Housing Contribution and this is not disputed by the Owners pursuant paragraph 2.6 of this Second Schedule;
- 2.7.2 if the Council's notification pursuant to paragraph 2.5 of this Second Schedule is disputed by the Owner pursuant to paragraph 2.6 of this Second Schedule and the Parties subsequently agree that a Early Stage Review Affordable Housing Contribution is required and the quantum of the Early Stage Review Affordable Housing Contribution; or
- 2.7.3 if the Council's notification pursuant to paragraph 2.5 of this Second Schedule is disputed by the Owner pursuant to paragraph 2.6 of this Second Schedule and pursuant to paragraph 2.6.3 of this Second Schedule and Clause 13 it is determined that a Early Stage Review Affordable Housing Contribution is required and such determination specifies the quantum of the Early Stage Review Affordable Housing Contribution due

then the Owner shall pay the Early Stage Review Affordable Housing Contribution to the Council within 30 (thirty) Working Days of the following (as the case may be):

- (i) the Council's notification pursuant to paragraph 2.5 of this Second Schedule (if the Council's notification pursuant to paragraph 2.5 of this Second Schedule is not disputed by the Owner pursuant to paragraph 2.6 of this Second Schedule);
- (ii) a subsequent agreement between the Parties that a Early Stage Review Affordable Housing Contribution is required and the quantum of the Early Stage Review Affordable Housing Contribution; or
- (iii) a determination that a Early Stage Review Affordable Housing Contribution is required and the quantum of the Early Stage Review Affordable Housing Contribution pursuant to paragraph 2.6.3 of this Second Schedule and Clause 13

2.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Second Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment from the Council.

- 2.9 Where it is agreed or determined pursuant to paragraph 2 of this Second Schedule that an Early Stage Review Affordable Housing Contribution is payable the Owner shall not Occupy more than 40% of the Open Market Dwellings in Phase 2 unless and until the Early Stage Review Affordable Housing Contribution has been paid to the Council.

LATE STAGE VIABILITY REVIEW TRIGGER

- 2.10 The Owners shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.11 No later than 20 (twenty) Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 2.10 above, the Owners shall submit the following information on the basis that the Council may make such information publicly available:

2.11.1 the Development Viability Information for Formula 3 and Formula 4 below; and

2.11.2 a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.12 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2.11 of this Second Schedule and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much.
- 2.13 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2.11 of this Second Schedule.
- 2.14 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late

Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.

2.15 The Council or its External Consultant shall complete its assessment of the information submitted pursuant to paragraph 2.11 of this Second Schedule and the Council shall notify the Owners in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much as soon as reasonably practicable and in any event the Council or its External Consultant shall use reasonable endeavours to complete its assessment and notify the Owners as soon as possible following receipt of the information submitted pursuant to paragraph 2.11 of this Second Schedule.

2.16 If the Owners do not agree with the decision of the Council notified to the Owners under paragraph 2.15 of this Second Schedule (or no decision is made within six (6) months of the submission of the information required under paragraph 2.11 of this Second Schedule) then:

2.16.1 (if the Council has notified the Owner of its decision under paragraph 2.15 of this Second Schedule) the Owner shall notify the Council of this disagreement within 10 Working Days of receipt of this notification;

2.16.2 the Parties shall use reasonable endeavours (with both parties acting reasonably and not unreasonably delaying discussions) to agree whether any Late Stage Review Contribution is required and, if so, how much within six (6) months of the Owners' submission of the information required under paragraph 2.11 of this Second Schedule; and

2.16.3 if following the six (6) month period referred to in paragraph 2.16.2 of this Second Schedule the Parties cannot agree whether any Late Stage Review Contribution is required or the quantum of the Late Stage Review Contribution either the Owner or the Council may refer the matter for determination pursuant to Clause 13 of this Deed

2.17 If:

2.17.1 the Council notifies the Owners pursuant to paragraph 2.15 of this Second Schedule that a Late Stage Review Contribution is required and the quantum of the Late Stage Review Contribution and this is not disputed by the Owners pursuant paragraph 3.16 of this Second Schedule;

2.17.2 if the Council's notification pursuant to paragraph 2.15 of this Second Schedule is disputed by the Owner pursuant to paragraph 2.16 of this Second Schedule and the Parties subsequently agree that a Late Stage Review Contribution is required and the quantum of the Late Stage Review Contribution; or

2.17.3 if the Council's notification pursuant to paragraph 2.15 of this Second Schedule is disputed by the Owner pursuant to paragraph 2.16 of this Second Schedule and pursuant to paragraph 3.16.3 of this Second Schedule and Clause 13 it is determined that a Late Stage Review Contribution is required and such determination specifies the quantum of the Late Stage Review Contribution due

then the Owner shall pay the Late Stage Review Contribution to the Council within 30 (thirty) Working Days of the following (as the case may be):

- (iv) the Council's notification pursuant to paragraph 2.15 of this Second Schedule (if the Council's notification pursuant to paragraph 2.15 of this Second Schedule is not disputed by the Owner pursuant to paragraph 2.16 of this Second Schedule);
- (v) a subsequent agreement between the Parties that a Late Stage Review Contribution is required and the quantum of the Late Stage Review Contribution; or
- (vi) a determination that a Late Stage Review Contribution is required and the quantum of the Late Stage Review Contribution pursuant to paragraph 2.16.3 of this Second Schedule and Clause 13

2.18 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.11 of this Second Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

2.19 The Owner shall not Occupy more than 80% (eighty per cent) of the Dwellings on Phase 2 until the Council has notified the Owners in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 2.15 of this Second Schedule.

3 RAMS Mitigation Contributions

3.1 The Owners covenant not to Commence Development on Phase 1 or allow the Commencement of Development until the RAMS Mitigation Contribution (Phase 1) has been paid to the Council.

3.2 The Owners covenant not to Commence Development on Phase 2 or allow the Commencement of Development until the RAMS Mitigation Contribution (Phase 2) has been paid to the Council.

4 Open Space (Phase 1)

- 4.1 The Owners covenant with the Council that they shall submit the Open Space Specification (Phase 1) to the Council for approval prior to Commencement of Phase 1.
- 4.2 Unless otherwise agreed with the Council in writing the Owners further covenant to lay out the Open Space (Phase 1) within Phase 1 prior to Occupation of more than thirty-five (35) of the Dwellings within Phase 1 in accordance with the Open Space Specification (Phase 1) as approved by the Council.
- 4.3 The Owners covenant that a Home Pack as approved in the Open Space Specification (Phase 1) shall be provided to the first occupants of each Dwelling prior to or on the first Occupation of each Dwelling.
- 4.4 Unless otherwise agreed with the Council in writing the Owners shall transfer the Open Space (Phase 1) to the Management Company or such other organisation as may subsequently be agreed in writing with the Council within 12 months of Occupation of the final Dwelling in Phase 1 constructed pursuant to the Planning Permission.
- 4.5 Following the laying out and landscaping of the Open Space (Phase 1) in accordance with the approved Open Space Specification (Phase 1) the Open Space (Phase 1) shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification (Phase 1) until such time as the Open Space (Phase 1) has been transferred to a Management Company or such other organisation as may be agreed with the Council;
- 4.6 Following completion of the Open Space (Phase 1) it shall (in perpetuity):
 - 4.6.1 Not to be used for any purpose other than as public open space for the benefit of members of the public;
 - 4.6.2 Be maintained and managed in a clean and tidy condition in accordance with the approved Open Space Specification (Phase 1);
 - 4.6.3 Not to be built on or allowed to be built on any building on the Open Space (Phase 1), subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space (Phase 1).

5 Open Space (Phase 2)

- 5.1 The Owners covenant with the Council that they shall submit the Open Space Specification (Phase 2) to the Council for approval prior to the Commencement of Phase 2.

- 5.2 Unless otherwise agreed with the Council in writing the Owners further covenant to lay out the Open Space (Phase 2) within Phase 2 prior to Occupation of more than 75% of the Dwellings within Phase 2 in accordance with the Open Space Specification (Phase 2) as approved by the Council.
- 5.3 The Owners covenant that a Home Pack as approved in the Open Space Specification (Phase 2) shall be provided to the first occupants of each Dwelling prior to or on the first Occupation of each Dwelling.
- 5.4 Unless otherwise agreed with the Council in writing the Owners shall transfer the Open Space (Phase 2) to the Management Company or such other organisation as may subsequently be agreed in writing with the Council within 12 months of Occupation of the final Dwelling in Phase 2 constructed pursuant to the Planning Permission.
- 5.5 Following the laying out and landscaping of the Open Space (Phase 2) in accordance with the approved Open Space Specification (Phase 2) the Open Space (Phase 2) shall be properly maintained and managed in accordance with the principles of good estate management and in accordance with the approved Open Space Specification (Phase 2) until such time as the Open Space (Phase 2) has been transferred to a Management Company or such other organisation as may be agreed with the Council;
- 5.6 Following completion of the Open Space (Phase 2) it shall (in perpetuity):
- 5.6.1 Not to be used for any purpose other than as public open space for the benefit of members of the public;
 - 5.6.2 Be maintained and managed in a clean and tidy condition in accordance with the approved Open Space Specification (Phase 2);
 - 5.6.3 Not to be built on or allowed to be built on any building on the Open Space (Phase 1), subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the Open Space (Phase 2).

THIRD SCHEDULE

The Owners' Covenants with the County Council

The Owners hereby covenant with the County Council as follows (unless otherwise agreed in writing by the Owners and the County Council):

1 PROW Contribution

- 1.1 The Owners covenant not to Occupy any Dwelling on the Development or allow the Occupation of any Dwelling on the Development until the PROW Contribution has been paid to the County Council.
- 1.2 The Owners covenant to pay the PROW Contribution to the County Council prior to the Occupation of any Dwelling.

2 Travel Plan Evaluation and Support

- 2.1 The Owners covenant to pay one thousand ^{two-hundred} pounds (£1,0²00) RPI Index Linked of the Travel Plan Evaluation and Support Contribution to the County Council before first Occupation of any Dwelling and thereafter to pay a further one thousand ^{two-hundred} pounds (£1,0²00) RPI Index Linked of the Travel Plan Evaluation and Support Contribution to the County Council no later than each subsequent anniversary thereafter for a minimum period of five years or until one year following the date of the first Occupation of the final Dwelling (whichever is the longer).
- 2.2 The Owners covenant not to Occupy (or allow, cause or permit the Occupation of) the any Dwelling unless and until one thousand ^{two-hundred} pounds (£1,0²00) RPI Indexed of the Travel Plan Evaluation and Support Contribution has been paid to the County Council.
- 2.3 Not to Occupy or permit further Occupations of the Dwellings beyond the anniversary each year of the date of the first (1st) Dwelling Occupation until the relevant payment has been made each year in accordance with paragraph 2.1 of this Part 2 of this Schedule

FOURTH SCHEDULE

The Council's Covenants

The Council hereby covenants with the Owners as follows:

- 1 The Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 2 The Council covenants with the Owners that it shall apply the RAMS Mitigation Contribution paid to the Council solely towards the purposes specified in this Deed.
- 3 The Council shall if requested to do so in writing after the expiry of TEN (10) years of receiving the final payment of a contribution within ONE (1) year pay to any such person such amount of the contribution paid by that person in accordance with the provisions of this Deed which have not been committed or expended by the Council, such payment to be made within TWENTY EIGHT (28) working days of such a request together with any interest thereon.
- 4 From time to time if reasonably requested by the Owners in writing (but not more than once in each year) the Council shall provide to the Owners returns showing:-
 - 4.1 the total amounts that it has received from the Owners under this Deed up to the reporting date; and
 - 4.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

FIFTH SCHEDULE

The County Council's Covenants

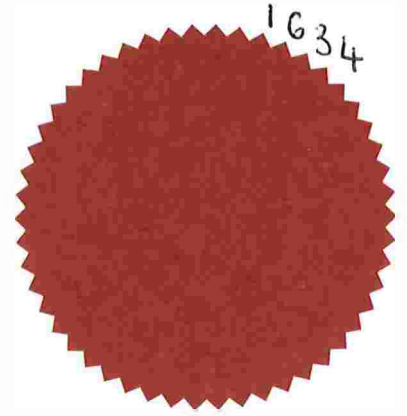
The County Council hereby covenants with the Owners as follows:

1. The County Council shall provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed.
2. The County Council covenants with the Owners that it shall apply the PROW Contribution and the Travel Plan Evaluation and Support Contribution paid to the County Council solely towards the purposes specified in this Deed.
3. If requested to do so in writing after the expiry of ten (10) years of the date the final Dwelling is first Occupied within a further period of one (1) year to pay within one month of such request to the Owners such amount of the Education Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end.
4. Following receipt of the PROW Contribution from the Owners the County Council covenant that it shall promptly and in good faith (and in any event within twenty-four (24) months of receipt of the PROW Contribution):
 - 4.1 provide the PROW Route to a standard suitable for use by pedestrians; and
 - 4.2 shall make or complete (as appropriate) a PROW Order to dedicate the PROW Route as a public footpath.

THE COMMON SEAL of)
EAST SUFFOLK COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



Authorized Officer



THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed to this)
Deed in the presence of:)



Authorized Officer



Executed as a deed by

OLDMAN HOMES LIMITED

acting by a director


Signature..... 


Director

In the presence of:

Signature of

Witness... 

Name (in BLOCK CAPITALS): 

Address 

Executed as a deed by

STARKEMP LIMITED

acting by a director

Signature... 

Director

In the presence of:

Signature of

Witness..... 

Name (in BLOCK CAPITALS): 

Address 

Appendix 1

Formula 1b: (Early Stage Review Surplus calculation)

X – Surplus profit

B = £[]

D = £[]

$X = (A - B) - (C - D) - P$

Where:

A = Early Stage Review GDV as determined at the time of review (£)

B = Application Stage GDV as determined at the grant of planning permission (£)

C = Early Stage Review Build Costs as determined at time of review (£)

D = Application Stage Build Costs (exclusive of contingency) as determined at the grant of planning permission (£27,461,563)

P = $(A - B) * Y$ Owners' profit on change of GDV (£)

Y = 17.5%

Notes:

(A – B) = change in GDV from date of Planning Permission to Early Stage Review Date

(C – D) = change in Build Costs from date of Planning Permission to Early Stage Review Date

Appendix 2

FORMULA 3 (Surplus profit available for affordable housing contribution)

X=Late Stage Review Contribution

$$X = (((A + B) - C) - ((D + E) - F) - P) * 0.5$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Application Stage GDV (or Early Stage Review GDV if applicable)(£)

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Application Stage Build Costs (or Early Stage Review Build Costs if applicable)(£)

P = (A + B - C) * Y

Y = (17.5%) Owners' profit as a percentage of GDV as determined as part of the review

Notes:

(A + B - C) represents the change in GDV from the date of the Planning Permission (or Early Stage Review Date if applicable) to the Late Stage Review Date.

(D + E - F) represents the change in Build Costs from the date of the Planning Permission (or Early Stage Review Date if applicable) to the Late Stage Review Date.

P represents developer profit on change in GDV.

Appendix 3

FORMULA 4 (Late Stage Review Cap)

Contributions determined under the Late Stage Review will be capped by the equivalent of 20% affordable housing provision at the required tenure split.

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * F) + (((A * D) - (C * D)) * G) + (((A * D) - (E * D)) * H)$$

Where:

A = Average value of Open Market Dwellings per m2 (£)

B = Average value of Affordable Rental Units m2 (£)

C = Average value of Intermediate Dwellings m2 (£)

D = Average unit size for the Development (m2)

E = Average value of First Homes per m2 (£)

F = the shortfall in Affordable Rental Units when compared with the Affordable Housing Target Tenure Split

G = the shortfall in Intermediate Housing when compared with the Affordable Housing Target Tenure Split units

H = the shortfall in First Homes when compared with the Affordable Housing Target Tenure Split

Notes:

A = should be based upon achieved values (supported by evidence)

B = should be based upon achieved values (supported by evidence)

C = should be based upon achieved values (supported by evidence)

D = self-explanatory

E = should be based upon achieved values (supported by evidence)

F = determined at the time planning permission was granted or as updated following previous review.

G = determined at the time planning permission was granted or as updated following previous review.

H = determined at the time planning permission was granted or as updated following previous review

Appendix 4

Local Connections Cascade

1. On advertising the first Disposal of a First Home, the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within NR32 for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within NR32 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 NR32 for the preceding 5 years

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with paragraph 2.1 a-c the dwelling may be sold to persons who comply with paragraph 2 a-c below (or paragraph 3 where there are no purchasers who qualify under paragraph 2.2).

2. On advertising subsequent Disposals of a First Home the Dwelling shall be marketed for sale for the first 3 months to persons who:
 - a. Have continuously lived within the East Suffolk District for the preceding 5 years, OR
 - b. Have continuously had a principal place of work within the East Suffolk District 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 East Suffolk District for the preceding 5 years
3. If there are no purchasers who qualify under paragraphs 2.1 and 2.2 above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections Cascade restrictions.