

Dated: 1st July 2022

**Deed under section 106 of the
Town and Country Planning Act 1990**

between

**(1) JONATHAN STUART HARMER and CHARLES WILLIAM HARMER and
ROLAND BEAT MINDER and DENNIS ERWIN MINDER ("the Freeholder");
and**

(2) JARVIS LAND PROMOTIONS LIMITED

(3) ASHFORD BOROUGH COUNCIL

with unilateral undertakings to

(4) THE KENT COUNTY COUNCIL

relating to

land adjoining Four Winds New Road Egerton Kent

Planning Application Number: 20/01600/AS (Full)

DS54-0867

Terry Mortimer Solicitor
Solicitor to the Council and Monitoring Officer
Ashford Borough Council
Civic Centre
Tannery Lane
Ashford
TN23 1PL

THIS DEED IS DATED THE 1st DAY OF July 2022

AND IS MADE BETWEEN:

- (1) **JONATHAN STUART HARMER** of Stone Hill Stone Hill Road Egerton Ashford Kent TN27 9DU and **CHARLES WILLIAM HARMER** of 36 Rodway Road Bromley BR1 3JL and **ROLAND BEAT MINDER** of 2 Kiln Close Potten End Berkhamsted HP4 2PX and **DENNIS ERWIN MINDER** of 233 Eastwood Drive Southlake Texas 76092 USA and of 2 Kiln Close Potten End Berkhamsted HP4 2PX ("**the Freeholder**"); and
- (2) **JARVIS LAND PROMOTIONS LIMITED** (Co. Regn. No. 12747446) whose registered office is at Hill View House The Hill Cranbrook England TN17 3AD ("**the Developer**")
- (3) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("**the Council**");

with unilateral undertakings to

- (4) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ ("**the County Council**")

INTRODUCTION

- (A) The Freeholder is registered at the Land Registry under title number K816526 as the freehold proprietor of the Site
- (B) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated.
- (C) The County Council is a local planning authority the local highway authority the education authority the library authority and the authority responsible for the provision of social services for the area in which the Site is situated.
- (D) The Developer submitted the Planning Application for the Development to the Council
- (E) The Council has decided to grant the Planning Permission, subject to the prior completion of this deed.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this deed the following words and expressions shall unless the context otherwise requires have the following meanings:

the Act	the Town and Country Planning Act 1990 (as amended);
Commencement of Development	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) but excluding any works of demolition site clearance (including removal of existing landscaping), archaeological investigations, ground investigations for the purpose of assessing ground conditions, remedial action in respect of any contamination or other adverse ground conditions, site survey works, temporary access construction works, the temporary display of site notices or advertisements or the erection of any temporary means of enclosure, hoardings or fences (and the phrase " Commence the Development " shall be construed accordingly);
Commencement (Statutory)	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) (and the phrase " Commence (Statutory) the Development " shall be construed accordingly);
Development	the full proposal for the erection of fifteen (15) Dwellings together with all necessary infrastructure including access to be carried out pursuant to the Full Permission granted in accordance with the Planning Application (and any non-material modifications under section 96A of the Act) or any variation under section 73 of the Act determined by the Council;
Dwelling	each and every dwelling to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition);
Interest	interest at a rate equal to four percentage (4%) points above the Bank of England base rate from time to time;

Local Plan	Local Plan 2030 (adopted 2019)
Occupy	to first occupy or permit the first occupation of a Dwelling or building forming part of the Development for any purpose but not including occupation by personnel engaged in construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes nor occupation in relation to site and building security operations and " Occupation " " Occupier " and " Occupied " shall be construed accordingly;
Owner	the Freeholder;
Planning Application	the application for planning permission for the Development submitted to the Council by the Developer and given reference number 20/01600/AS;
Planning Permission	the full planning permission subject to conditions to be granted by the Council pursuant to the Planning Application ("Full Permission") or any variation of those conditions determined by the Council under section 73 of the Act or any non-material amendment of the Full Permission under section 96A of the Act;
Practical Completion	the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect
Section 106 Monitoring Officer	the Council's Section 106 compliance officer for the time being or duly appointed agent;
Site	the land on the north east side of New Road Egerton Ashford the freehold to which is registered at the Land Registry under title K816526 and shown edged red on the Site Plan
Site Plan	the 'Location Plan drawing LO1 Revision A (April 2021)' appended to this deed
Working Day	any day which is not a Saturday, Sunday, the period 24

	December to 1 January, Good Friday or a statutory bank holiday in England
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1.2 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.

1.5 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 interchangeably in that manner.

1.6 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.7 Save as is otherwise provided, references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation not to assist, facilitate, encourage, cause, permit or suffer any infringement of the negative requirement, restriction or prohibition.

1.9 Any reference to a statute shall include any modification, extension or re-enactment of that statute Parliament 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 statute or deriving validity from it.

2. Legal Basis and Enforceability

2.1 This deed will be registered as a local land charge and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers.

2.2 The terms of this deed create planning obligations binding on the Owner for the purpose of section 106 of the Act and are enforceable by the Council in full and in part by the County Council (as appropriate) as local planning authorities.

2.3 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or their mortgagee except as otherwise may be provided in the schedules to this deed.

2.4 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

3. Third Parties

Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. Owner's covenants

The Owner agrees with the Council and undertakes to the County Council as set out in the schedules to this deed.

5. Confirmation of interests

The Owner confirms and warrants to the Council and the County Council that apart from the parties to this deed there are no other persons with any interest (legal or equitable) in the Site or any part thereof including any leasehold interest.

6. Conditions precedent

6.1 This deed is conditional upon:

6.1.1. the grant of the Full Permission, and

6.1.2. the Commencement (Statutory) of Development

save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement (Statutory) of Development or which shall come into effect immediately upon completion of this deed.

7. Duration

7.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Full Permission is quashed, revoked or otherwise withdrawn or,

without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement (Statutory) of the Development pursuant to the Planning Permission (irrespective of non-compliance with any conditions of the Planning Permission).

7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with its entire interest in the Site or its interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

8. Other planning permissions

8.1 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.

8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

9. Change of Ownership

The Owner agrees with the Council and undertakes to the County Council to give the Council and the County Council prompt written notice 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 to contain 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.

10. Notices

10.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

10.2 A notice or communication shall be served or given:

10.2.1 on the Owner at the address shown on the top of this deed or such other address as shall be notified in writing to the Council and the County Council from time to time, and

10.2.2 on the Developer at its registered office from time to time or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of the Company Secretary

10.2.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

10.2.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time, marked for the attention of General Counsel.

8. Approvals

Any approval in writing given by the Council or the County Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)

9. Jurisdiction and legal effect

9.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed.

9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.

9.3 The parties to this deed agree that no waiver (whether expressed or implied) by the 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 from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9.4 The Owner undertakes with the County Council that no waiver (whether expressed or implied) by the 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 County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9.5 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council both as the local planning authority and in the exercise of its functions rights powers duties and obligations of the Council

under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the Council were not party to this deed.

10. Interest and VAT

10.1 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment.

10.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

11. Legal Fees

On completion of this deed the Developer to pay to the Council and the County Council its reasonable legal costs related to the Planning Application and this deed.

12. Position of future mortgagee

Any person or body acquiring the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

13. Forward Funding and Repayment

13.1 If the Council or the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provision of this deed then on such receipt the Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Council or the County Council for the purpose of which the forward-funding was expended

IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

Schedule 1 Notices and Monitoring

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Commencement Notice	a notice of the Owner's intention to Commence Development on a specified date no earlier than four (4) weeks and no later than six (6) weeks after the date of service of the notice
Index	the All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation
Monitoring Fee	the sum of one thousand pounds (£1000) to be applied towards monitoring and reporting upon compliance with the provisions of this deed

2. Owner's covenants

The Owner covenants with the Council and undertakes with the County Council as follows:

Progress of the Development

- 2.1. To serve the Commencement Notice on the Council and the County Council prior to the Commencement of Development
- 2.2. Not unless otherwise agreed in writing by the Council to Commence Development before the Commencement Notice is served on the Council and the County Council and the date specified in the Commencement Notice has arrived
- 2.3. To give the Council and the County Council notice in writing of:
 - 2.3.1. the date of Occupation of twenty five percent (25%) of the Dwellings
 - 2.3.2. the date of Occupation of fifty percent (50%) of the Dwellings

2.3.3. the date of Occupation of seventy five percent (75%) of the Dwellings

2.3.4. the date of Occupation of one hundred percent (100%) of the Development

2.4. To give the notices specified in 2.3.1 to 2.3.4 no later than ten (10) Working Days of a date of Occupation specified in 2.3.1 to 2.3.4

Monitoring Fee

2.5 to pay a Monitoring Fee in full to the Council prior to the Commencement (Statutory) of Development

2.6 not to Commence (Statutory) the Development prior to paying a Monitoring Fee in full to the Council

2.7 to pay a further Monitoring Fee in full to the Council on each anniversary date of the Commencement (Statutory) of Development until the anniversary in the year when the Development is Practically Completed

2.8 to pay the Monitoring Fee due and payable under paragraphs 2.5 and 2.7 increased using the following formula:

$$\begin{array}{l} \text{most recently published index} \\ \text{figure for Index when the} \\ \text{payment is due} \end{array} + \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{Index before 13} \\ \text{October 2021} \end{array}) \times \text{Monitoring Fee}$$

Schedule 2 Adult Social Care Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Adult Social Care	Specialist care accommodation in the Council's administrative area
Adult Social Care Contribution	the sum of £705.90 (seven hundred and five pounds and ninety pence) (Dwellings x £47.06) to be applied towards the provision of Adult Social Care
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner agrees with the Council and undertakes with the County Council as follows:

- 2.1. To pay the Adult Social Care Contribution to the Council in full in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Adult Social Care Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Adult Social Care Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council

2.4. To pay the Adult Social Care Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(328.3)} \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

Schedule 3 Accessible and Adaptable and Affordable Housing

1. Definitions

1.1 In this schedule the following words shall unless have the following meaning in addition to the definitions provided in clause 1 of this deed:

Accessible and Adaptable Standard	as a category 2 – accessible and adaptable dwelling 'M4(2)' as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to meet the needs of occupants with differing needs including some older or disabled people or to allow for the future adaptation of an Accessible and Adaptable Dwelling to meet the changing needs of occupants over time;
Accessible and Adaptable Dwellings	plots 4, 7 and 13 identified as accessible and adaptable to the Accessible and Adaptable Standard on the Accessible and Adaptable Plan;
Affordable Housing Land	those parts of the Site identified and shown on the Affordable Housing Plan which shall set be set aside for the Affordable Rent Units and the Shared Ownership Units together with such rights and easements over the Site to provide access to the Affordable Rent Units and the Shared Ownership Units and such entrance ways corridors parking and storage areas and other ancillary areas as are necessary for their enjoyment;
Accessible and Adaptable Plan	HOU14 Compliant Homes Plan drawing PO7 (August 2021) appended to this deed;
Affordable Housing Plan	Affordable Housing Plan PO6 (June 2021) appended to this deed;

Affordable Housing Scheme	the affordable housing scheme described in the Affordable Housing Plan detailing the plot numbers the tenure the type the number of bedrooms the size of the bedrooms and the floorspace of the Affordable Rent Units and Shared Ownership Units
Affordable Rent Units	plot 1 (1 x 3-bed) and plot 5 (1 x 2-bed) identified as affordable rent units in the Affordable Housing Scheme and on the Affordable Housing Plan
Designated Protected Area	the Parish Council area protected by regulation 7 and schedule 11, Part 5 – Kent of the Housing (Right to Enfranchise)(Designated Protected Area) (England) Order 2009
Open Market Dwellings	the nine (9) Dwellings permitted under the Planning Permission excluding the Affordable Rent Units and the Shared Ownership Units.
Parish Council	Egerton Parish Council of Egerton Millennium Hall Elm Close Egerton Ashford Kent TN27 9DS
Practical Completion	the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect
Registered Provider of Social Housing	a provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council.
Regulator of Social Housing	the body known as the Regulator of Social Housing whose registered office is Level 1A – City Tower Piccadilly Plaza Manchester M1 4BT or any successor body

Shared Ownership Lease	a lease in the form or substantially in the form of the Homes and Community Agency's (or successor to its statutory function) Model lease from time to time or such other form as shall be approved in writing by the Council
Shared Ownership Units	plot 2 (1 x 3-bed) and plots 3, 4 and 6 (3 x 2-bed) identified as shared ownership units in the Affordable Housing Scheme and on the Affordable Housing Plan

2. Owner's Covenants

The Owner covenants with the Council as follows:

Provision of Accessible and Adaptable and Affordable Housing

- 2.1. To construct and Practically Complete the Accessible and Adaptable Dwellings the Affordable Rent Units, and the Shared Ownership Units in accordance with the approved Affordable Housing Scheme and the Accessible and Adaptable Plan and the Affordable Housing Plan
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Open Market Dwellings until:
 - 2.2.1. All of the Affordable Rent Units, and Shared Ownership Units have achieved Practical Completion and have been made ready for residential Occupation
 - 2.2.2. The freehold of the Affordable Housing Land has been transferred to a Registered Provider of Social Housing

3. Affordable Rent Units

The Owner covenants as follows:

- 3.1. Not to Occupy or permit the Occupation of an Affordable Rent Unit other than
 - 3.1.1. by a tenant of a Registered Provider of Social Housing and
 - 3.1.2. at a rent (including service charges, if applicable) which in total is no more than eighty percent (80%) of the local market rent

- 3.2. Not to let an Affordable Rent Unit other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing.

4. Shared Ownership Unit

The Owner covenants as follows:

- 4.1. Not to Occupy or permit the Occupation of a Shared Ownership Unit other than:-
 - 4.1.1. by a leaseholder of a Registered Provider of Social Housing; and
 - 4.1.2. under a Shared Ownership Lease which includes the following terms:
 - 4.1.2.1. initial purchase in the range of ten to seventy five percent (10%-75%) equity dependent upon the ability of the purchasers to obtain finance;
 - 4.1.2.2. rent for the outstanding equity at an average over all the Shared Ownership Units taken together of two point seven five percent (2.75%) (but with a maximum for any individual Shared Ownership Unit of three percent (3%)) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes;
 - 4.1.2.3. the ability but no obligation to purchase additional shares of equity at any one time at a valuation to be independently determined up to one hundred percent (100%)
- 4.2. Where a Shared Ownership Unit is full or part grant funded affordable housing to procure that the prior written approval by the Homes and Communities Agency and or Homes England (as appropriate) is secured by the Registered Provider of Social Housing to waive any Designated Protected Area grant condition/s applicable to the Affordable Housing Land within the Development
- 4.3. Not to lease a Shared Ownership Unit unless it has first been marketed for disposal through the local "Help to Buy" agent (or the agent for any successor arrangement).

5. Exclusions

The obligations in this schedule are subject to the following:

5.1. In the event that the Registered Provider of Social Housing is unable to lease a Shared Ownership Unit, after having marketed the Shared Ownership Unit in accordance with the Council's nominations agreement the Registered Provider of Social Housing shall be able to let that Shared Ownership Unit as an Affordable Rent Unit instead.

5.2. The Council shall not enforce the obligations in this schedule against:

- (a) Any mortgagee or chargee of the Registered Provider of Social Housing 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 of the Affordable Housing Land (or part thereof) ("**Chargee**");
- (b) Any person (other than a Registered Provider of Social Housing) deriving title from a Chargee;

PROVIDED THAT any such Chargee:

- (i) shall have first given written notice to the Council that a power of sale had become exercisable in respect of the Affordable Housing Land (or part thereof); and
- (ii) shall have used reasonable endeavours over a period of twelve (12) weeks from the date the Council received written notice to complete the transfer of the Affordable Housing Land (or part thereof) to a Registered Provider of Social Housing or to the Council.

For the avoidance of doubt, if the transfer to the Registered Provider of Social Housing or the Council has not been completed within twelve (12) weeks from the date the Council received the written notice set out in 5.2 (b)(i), the Chargee (and any person deriving title from them, except for a Registered Provider of Social Housing) shall be entitled to dispose of that part of the Affordable Housing Land free from the obligations in this schedule which shall cease to apply to that land/building(s).

Nothing in this paragraph 5.2 requires the Chargee to act contrary to its legal duties or to sell that land for less than the amount due and outstanding in relation to the Affordable Housing Land (or part thereof) under the terms of the relevant security documentation up to the date the Chargee disposes of that land (including all accrued principal monies, interest, costs and expenses).

5.3. In the event that a mortgagee or chargee of a leaseholder of a Shared Ownership Unit or any receiver (including an administrative receiver) appointed by such mortgagee or chargee ("**the Leasehold Chargee**") seeks to enforce its security in relation to the Shared Ownership Unit it shall EITHER:

- (a) (i) give written notice to the Council that a power of sale has become exercisable in respect of the lease of that Shared Ownership Unit and that the Leasehold Chargee shall be exercising the right to staircase to one hundred percent (100%) ownership under the lease of that Shared Ownership Unit; and
- (ii) then exercise the right to staircase to one hundred percent (100%) ownership under the lease of that Shared Ownership Unit and sell it free from the obligations in this Schedule which shall cease to apply to that Shared Ownership Unit pursuant to paragraph 5.5.

OR:

- (b) (i) give written notice to the Council that the power of sale of the lease of a Shared Ownership Unit has become exercisable; and
- (ii) use reasonable endeavours to complete the disposal of the lease of that Shared Ownership Unit to a person who qualifies for occupation of a Shared Ownership Unit under the Council's current arrangement for the occupation of such a unit ("**Qualifying Occupant**") within a period of twelve (12) weeks from the date the Council received the written notice under paragraph 5.3(b)(i); and
- (iii) If the Leasehold Chargee has not completed the transfer of the lease of the Shared Ownership Unit to a Qualifying Occupant within twelve (12) weeks from the date the Council received the written notice in paragraph 5.3(b)(i) the Leasehold Chargee (and any person deriving title from it, except a Qualifying Occupant who has exchanged contracts with the Leasehold Chargee within the

twelve (12) week period referred to) shall be entitled to dispose of the lease of that Shared Ownership Unit free from the obligations in this schedule which shall cease to bind the proprietor of the lease to that Shared Ownership Unit.

Nothing in this paragraph 5.3 requires the Leasehold Chargee to act contrary to its legal duties.

- 5.4. The covenants ceasing to apply to any Affordable Rent Unit where that unit has been purchased by a tenant under the right to buy or the right to acquire or under the voluntary rights to purchase pursuant to the terms of the Housing and Planning Act 2016
- 5.5. The covenants ceasing to apply to any Shared Ownership Unit where the leaseholder (or the Leasehold Chargee enforcing its security) has staircased to one hundred percent (100%) ownership under the lease.

Schedule 4 Children's and Young People's Play Space Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Children's and Young People's Play Space	the recreation area at Egerton Millennium Hall Elm Close Egerton Ashford Kent TN27 9DS
Children's and Young People's Play Space Contribution	<p>the sum of £19,680 (nineteen thousand six hundred and eighty pounds) comprising:</p> <p>(1) £9,735 (nine thousand seven hundred and thirty five pounds) (Dwellings x £649) capital costs and</p> <p>(2) £9,945 (nine thousand nine hundred and forty five pounds) (Dwellings x £663) towards the maintenance thereof</p> <p>to be applied towards the replacement and enhancement of existing playground equipment at the Children's and Young People's Play Space</p>
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation or

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Children's and Young People's Play Space Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council
- 2.3. To pay the Children's and Young People's Play Space Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) + \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \quad) \times \begin{array}{l} \text{Children's and} \\ \text{Young} \\ \text{People's Play} \\ \text{Space} \\ \text{Contribution} \end{array}$$

Schedule 5 Art and Creative Industries Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Project	the refurbishment of Millennium Hall Elm Close Egerton to provide facilities for a green room, breakout room and sound system
Art and Creative Industries Contribution	means £5070 (five thousand and seventy pounds) (Dwellings X £338 capital costs) to be applied towards the Project
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council:

- 2.1. To pay the Art and Creative Industries Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council
- 2.3. To pay the Art and Creative Industries Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

The figure for the Index last published before the date on which the payment specified in this deed is made

÷ Index figure for quarter 1 of 2016

) ×

Art and Creative Industries Contribution

(

Schedule 6 Community Learning Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Community Learning Facility	Ashford Adult Education Centre Church Road Ashford TN23 1AS
Community Learning Contribution	the sum of £516.75 (Dwellings x £34.45) to be applied towards new equipment and resources for learners at the Community Learning Facility
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows:

- 2.1. To pay the Community Learning Contribution to the Council in full in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Community Learning Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Community Learning Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council

- 2.4. To pay the Community Learning Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(328.3)} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

Schedule 7 Informal Natural Green Space Contribution (Off-Site)

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Informal Natural Green Space Contribution	the sum of £8708.25 (eight thousand seven hundred and eight pounds and twenty five pence) (Dwellings x £580.55) to be applied towards the capital and maintenance costs of land in Egerton for the provision of informal natural space including the potential for pond, orchard and community woodland
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Informal Natural Green Space Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Informal Natural Green Space Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made ÷ Index figure for quarter 3 of 2012 (namely 309.8)) × Informal Natural Green Space Contribution

Schedule 8 Library Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Library	the mobile library service attending Egerton
Libraries Contribution	the sum of £720.30 (seven hundred and twenty pounds and thirty pence (Dwellings x £48.02) to be applied towards the provision of additional resources and book stock for the Library
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's covenants

The Owner covenants with the Council and undertakes with the County Council as follows:

- 2.1. To pay the Library Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Library Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Library Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Library Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{the figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(328.3)} \end{array} \times \begin{array}{l} \text{Library} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

Schedule 9 Sports Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Outdoor Sports Facility 1	Egerton Playing Fields Sports Pavilion Old School Court Egerton Ashford TN27 9DW
Outdoor Sports Facility 2	Egerton Millennium Hall, Elm Close Egerton Ashford Kent TN27 9DS
Outdoor Sports Contribution	<p>the sum of £20,835 (twenty thousand eight hundred and thirty five pounds) comprising:</p> <p>(1) £12,870 (twelve thousand eight hundred and seventy pounds) (Dwellings x £858) capital costs and</p> <p>(2) £7,965 (seven thousand nine hundred and sixty five pounds) (Dwellings x £531) towards the maintenance thereof</p> <p>to be applied towards improvements and maintenance of the playing surfaces to the football and cricket pitches at Outdoor Sports Facility 1 and the replacement of existing drainage at Outdoor Sports Facility 2</p>
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor

	organisation
Indoor Sports Contribution	<p>the sum of £11,610 (eleven thousand six hundred and ten pounds) comprising:</p> <p>(1) £6,735 (six thousand seven hundred and thirty five pounds) (Dwellings x £449) capital costs and</p> <p>(2) £4,875 (four thousand eight hundred and seventy five pounds) (Dwellings x £325) towards the maintenance thereof</p> <p>to be applied towards the provision and maintenance of new roof and interior and exterior refurbishment including an extension to the changing rooms at the Indoor Sports Facility</p>
Indoor Sports Facility	Games Barn Rock Hill Road Egerton Kent TN27 9DY
Sports Contribution	together the Outdoor Sports Contribution and the Indoor Sports Contribution

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Sports Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council
- 2.3. To pay the Sports Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made ÷ Index figure for quarter 3 of 2012 (namely 309.8)) × Outdoor Sports Contribution

Schedule 10 Strategic Parks Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Strategic Parks	the 'hubs' identified in the Council's Local Plan
Strategic Parks Contribution	the sum of £2895 (two thousand eight hundred and ninety five pounds) comprising: (1) £2190 (two thousand one hundred and ninety pounds) (Dwellings x £146) capital costs and (2) £705 (seven hundred and five pounds) (Dwellings x £47) towards the maintenance thereof to be applied towards quantitative and qualitative improvements at the Strategic Parks
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Strategic Parks Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Strategic Parks Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made \div Index figure for quarter 3 of 2012 (namely 309.8)) \times Strategic Parks Contribution

Schedule 11 Voluntary Sector Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Project	the Re-launch the over 60s club, Egerton Village (various locations)
Voluntary Sector Contribution	the sum of £1305 (one thousand three hundred and five pounds) (Dwellings x £87) to be applied towards the Project
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Voluntary Sector Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Voluntary Sector Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

(The figure for the Index last published before the date on which the payment specified in this deed is made \div Index figure for quarter 3 of 2012 (namely 309.8)) \times Voluntary Sector Contribution

Schedule 12 Youth Service Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Youth Service	youth services operating in the Council's administrative area
Youth Service Contribution	means the sum of four hundred and eighteen pounds and sixty five pence (£418.65) to be applied in the event of receipt towards the provision of additional resources for the Youth Service
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

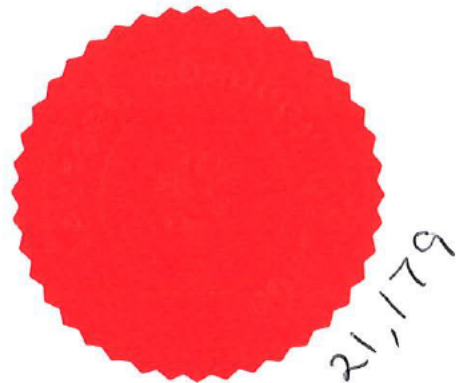
The Owner covenants with the Council and undertakes with the County Council as follows:

- 2.1. To pay the Youth Service Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Youth Service Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Youth Service Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Youth Service Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(328.3)} \end{array} \times \begin{array}{l} \text{Youth Service} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

The COMMON SEAL of)
 ASHFORD BOROUGH COUNCIL)
 was affixed to this deed in the presence of:-)

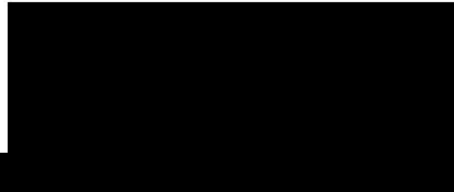


Authorised Officer

J
JEREMY D I BAKER
SOLICITOR

Case of urgency and no Member
 Available to attest the seal
 General Procedure Rules
 Appendix 1 Section D(5)

SIGNED as a deed by)
Jonathan Stuart Harmer)
 in the presence of:-)



Signature of witness)
 _____)

Name of witness *TIMOTHY JOHN SIMMONS*

Address of witness *16 MILL STREET
 WATTSSTONE KENT*