

DATED

(1) ESQUIRE DEVELOPMENTS LIMITED

(2) MRS PEGGY WEEKS

(3) MRS BRENDA CAVANAGH

to

(4) TUNBRIDGE WELLS BOROUGH COUNCIL

Deed of Unilateral Undertaking
made pursuant to **Section 106** of the
Town & Country Planning Act 1990

Relating to land at former

**Brook House
Cranbrook Road
Hawkhurst
Kent TN18 5EE**

THIS DEED OF UNILATERAL UNDERTAKING is made the _____ day
of _____

BY

- (1) **ESQUIRE DEVELOPMENTS LIMITED** of Studio 3 The Old Laundry, Green Street Green Road, Longfield DA2 8EB (together “the Developer”);
- (2) **MRS P WEEKS** of 8 Mercers, Hawkhurst, Tunbridge Wells, Kent, TN18 4LH (**‘the Owner’**)
- (3) **MRS B CAVANAGH** of 79 Canrobert Street, London. E2 6PH (**‘the Owner’**)

TO

- (4) **TUNBRIDE WELLS BOROUGH COUNCIL** of Town Hall, Royal Tunbridge Wells, Kent, TN1 1RS (“the Council”).

1. INTERPRETATION

- 1.1 For the purposes of this deed the singular includes the plural and vice versa.
- 1.2 Any reference in this deed to any of the parties is deemed to include their statutory successors, successors in title and assigns.
- 1.3 The expression "person" means any person firm authority or company or other legal entity.
- 1.4 Unless otherwise stated references to clause numbers are references to the clauses in this deed.
- 1.5 Unless otherwise stated references to schedules and paragraph numbers are reference to the schedules and paragraphs of schedules in this deed.

2. DEFINITIONS

- 2.1 In this deed the following words and expressions which begin with capital letters shall unless the context otherwise requires have the precise meanings set out below:-

“the Act” means the Town and Country Planning Act 1990 as amended.

“Affordable Housing” means Dwellings provided by way of either Shared Ownership and/or Social Rent **or any other tenure** as agreed by the Council and made available to households in Affordable Housing Need.

“Affordable Housing Need”: (a) in relation to Social Rented Units means households

eligible to join the Council's Housing Register or a Registered Provider's Housing Register and (b) in relation to Shared Ownership Units means:

- (i) households unable to access housing for purchase or at market rent through the open housing market due to the differentials between local housing costs and income levels; or
- (ii) households eligible to join the Registered Provider's Shared Ownership Register.

"Affordable Housing Scheme" means a scheme for the provision of the Affordable Dwellings forming part of the Development which shall include unless otherwise agreed with the Council:

- (a) Arrangements for the provision of the Affordable housing units;
- (b) Location of the Affordable housing units
- (c) Details of the unit size of the Affordable housing units;
- (d) Details of the basis of calculation of any service charges, ground rents or management fees to be applied to the Affordable housing units;
- (e) Details of the construction and equipping of the Affordable housing units;
- (f) Details of the phasing of the Development
- (g) The name of the Registered Provider;
- (h) Details of the Price of the relevant Affordable housing units;
- (i) Arrangements for the transfer of the Affordable housing units;
- (j) Details of the design and quality standards to be applied to the Affordable housing units;

"Affordable Housing Mix" means the tenure and mix of Affordable housing units as agreed in writing with the Council

"Affordable Housing Units" means the Six Dwellings to be constructed on the Application Site in accordance with Schedule 1 and made available as Affordable Housing and reference to "Affordable Housing Unit" shall be construed accordingly.

"Affordable Rent" a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Index plus 1%

"Alternative Affordable Home" means either:

- (a) a social rented dwelling an affordable rented dwelling or an intermediate dwelling provided by a Registered Provider; or
- (b) an intermediate rented dwelling or an intermediate home ownership dwelling provided by a private developer and in either case located in the County

"Appeal" means an appeal to the Secretary of State against the deemed refusal of the

Application.

"Application" means the planning application made to the Council for planning permission for the Development and given by the Council reference no 17/03780/OUT.

"Application Site" means the land at the former Brook House, Cranbrook Road, Hawkhurst, Kent TN18 5EE and which is part of the land registered at H M Land Registry with title numbers **K524480** and **K499192** and shown for the purposes of identification only edged red on the Plan annexed to this document.

"Arbitrator" means the person appointed under clause 7 of this Agreement.

"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 other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

"County" means the County of Kent

"Development" means residential development of 25 Apartments with Affordable Housing provision, New Highway Access and Other Ancillary Works with access and to be considered at this stage and all other matters reserved for future consideration.

"Dwelling" means a dwelling constructed on the Application Site in accordance with the Planning Permission and "Dwellings" shall be construed accordingly.

"Exempt Person" means any person who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Dwelling;
- (b) has exercised any statutory right to buy in respect of a particular Affordable Dwelling;
- (c) has been granted a Shared Ownership Lease in respect of a particular Affordable Dwelling and the person has subsequently purchased 100% of the equity in the said Affordable Dwelling on final staircasing

"Homes and Communities Agency" means the Homes and Communities Agency (in its capacity as regulator of social housing under part 2 of the Housing and Regeneration Act 2008) or any body undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or as revised by any amendment, replacement or re-enactment of such Act).

"Housing Allocation Scheme" means the system adopted by the Council in accordance with government guidelines in respect of the provision of Affordable Housing within its area.

Housing Register - A register held by the Council and/or a Registered Provider which records details of applicants who have expressed interest in Affordable Housing within its area of operation.

'Index' means the percentage rise in the United Kingdom Consumer Price Index when the index figure published in the September before the day of rent review is compared with the published index figure in the preceding September but if the basis for calculation of the Consumer Price Index has changed and any method of calculation between the new and the old figures is officially published that method shall be used for the purposes of comparison under this provision

"Legal Fees" means a reasonable contribution towards the Council's costs of preparing, negotiating and completing this Agreement as certified by the Council's Head of Legal Services for the time being employed by the Council.

"Letting Notice" means a notice the content of which is to be agreed with the Council which contains details of the property to be let and which shall include unless otherwise agreed with the Council:

- (a) the name and address of the landlord and Owner;
- (b) address of the property;
- (c) weekly or monthly rent;
- (d) amount and breakdown of any service charge per week, month or annum;
- (e) details of any additional charges;
- (f) any age or other occupancy restrictions;
- (g) property type;
- (h) property size;
- (i) heating type;
- (j) details of mains services in the property;
- (k) availability of parking space/garage;
- (l) any disabled adaptations;
- (m) provision of any support services;

and which is delivered to the Council, clearly addressed

"Local Connection" has the meaning given to such term in the Council's agreed Housing Allocation Scheme.

"Local Government Act" means the Local Government Act 1972 as amended.

"Mortgagee's Duty" means the tasks and duties set out in paragraph 8.2 of the First Schedule of this Deed

"Obligations" means the obligations and restrictions on the part of the Owner and their successors in title to the Application Site contained or referred to in Schedules 1, 2 and 3 to this Agreement.

"Occupation" means occupation for the purposes of residential use 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 and the terms "Occupied" "Occupy" and "Occupier" shall be interpreted accordingly;

"Plan (1)" and "Plan (2)" means the plans annexed to this Deed and numbered accordingly.

"Planning Obligations Management Fee" means the sum of £500

"Price" means the sum agreed with the Owner by the Registered Provider without the input of any subsidy for the provision of the Affordable Housing

"Planning Permission" means the planning permission that may be granted for the Development in pursuance of the Appeal.

"Qualifying Person" means person(s) who (unless otherwise agreed with the Council) has / have on the date of Advertising by the Owner of the relevant Affordable Housing Unit a Local Connection with the Town or the County save that a person with a Local Connection with the Town shall take precedence PROVIDED THAT the Council reserves the right not to allow the sale or letting of an Affordable housing unit to a Qualifying Person with a Local Connection with the Town should the sale or letting result in an under occupancy of the Affordable housing unit by more than one bedroom; and PROVIDED FURTHER THAT in the case of a dwelling which has been constructed or adapted to meet the needs of disabled persons the Council reserves the right to allow the sale or letting of an Affordable Housing Unit to a disabled person who is either in Housing Need or releasing an Alternative Affordable Home elsewhere and who on the date of Advertising has a Local Connection with the County PROVIDED that the Affordable Housing Unit has first been offered to any disabled person who is either in Housing Need or releasing an Alternative Affordable Home elsewhere and who on the date of Advertising has a Local Connection with the Town SAVE THAT where an Affordable Housing Unit is subject to the provisions of The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 such person(s) that fall within Regulation 3 (3) of those regulations shall not be required to have a Local Connection with the Town or County

"Registered Provider" means a registered provider as is defined by the Housing and Regeneration Act 2008 (or as defined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by the Homes and Communities Agency for receipt of social housing grant as may be approved by the Relevant Officer.

"Shared Ownership" means occupation by persons under shared ownership arrangements as defined by Section 70(4) of the Housing and Regeneration Act 2008 where those persons have the opportunity to purchase all or substantially all of the equity in the Affordable Housing Units at a later date or such other equity sharing or retention terms from time to time approved by the Council and reference to **"Shared Ownership Units"** shall be an Affordable Housing Unit so occupied.

"Social Rent" means a form of tenure that sets rent levels in line with the Homes and Communities Agency's target rent (as may be set from time to time) and reference to

“Social Rented Unit” shall be an Affordable Housing Unit occupied at a Social Rent.

“Town” means Hawkhurst and the surrounding villages or such wider area as may be specified by the Council from time to time.

3. PURPOSE OF THIS DEED

- 3.1 The Council is the local planning authority for the purposes of the Act for the area which includes the Application Site and is the local planning authority by which the Obligations are enforceable.
- 3.2 The Owner is the freehold owner of the Application Site.
- 3.3 The Council did not deal with the Planning Application within the required timescale and consequently there is a deemed disposal of the Planning Application.
- 3.4 The Owner has appealed to the Secretary of State against the deemed refusal.
- 3.5 The Owner enters into this Unilateral Undertaking in favour of the Council for the delivery and management of the Affordable Housing to the intent that any objections of the Council to the grant of planning permission in relation to Affordable Housing are overcome.

4. ENABLING POWERS

- 4.1 This Deed is made pursuant to and is a planning obligation for the purposes of Section 106 of the Act and the Local Government Act.
- 4.2 The Obligations are conditional and shall not come into force unless and until the Planning Permission has been granted and Commencement of Development has occurred.
- 4.3 The Obligations are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority for the area in which the Application Site is situated.
- 4.4 Insofar as any of the Obligations or are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to the Local Government Act and all other enabling powers.

5. PLANNING OBLIGATIONS

- 5.1 Subject to clauses 5.2 and 5.3 the Owner with the intent to bind its successors in title hereby undertakes to perform the Obligations.
- 5.2 No person shall be liable for breach of an Obligation after having parted with all of its interest in the Application Site or in the part of the Application Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach of Obligation prior to parting with such interest.
- 5.3 Save for the Affordable Housing obligations contained at paragraphs 12 and 14 to 18 of Schedule

1 which shall bind and be enforceable against owners and occupiers of individual Affordable Housing Units (subject to the exclusions at clause 5.5) the Obligations will not be enforceable against the buyers of a Dwelling erected on the Application Site which is not an Affordable Housing Unit.

- 5.4 The Obligations at paragraphs 12 and 14 to 18 of Schedule 1 shall not be enforceable against:
- 5.4.1 any mortgagee or chargee of a Registered Provider to which Affordable Housing Units (or the freehold legal estate in land on which Affordable Housing Units are to be constructed) have been or are to be transferred or leased which mortgagee or chargee is in possession thereof and is exercising its power of sale or against a person deriving title from such mortgagee or charge;
 - 5.4.2 any occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise (“Occupant”) or any person other than a Registered Provider deriving title under that Occupant;
 - 5.4.3 any person who was previously the Lessee of an Shared Ownership Unit who has exercised their right to staircase ownership up to 100% ownership; and/or
 - 5.4.4 any mortgagee of an Occupant or Lessee in the event that a mortgagee of an Occupant or Lessee seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage
- 5.5 The Owner hereby covenants with the Council that within one month of every change of ownership or occupation of the whole of the Application Site (but not any such change in respect of any individual dwelling house or plot thereon) to give notice in writing with particulars to the Council and to provide the Council with such reasonable information as may be required to ascertain whether there has been a breach or breaches of the Obligations.

6. DETERMINATION OF DEED

- 6.1 If the Planning Permission shall expire before the Commencement of Development or shall at any time be revoked this deed shall forthwith be annulled and cease to have effect.
- 6.2 Nothing in this agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted (whether or not on appeal) after the date of this deed.
- 6.3 The Planning Obligations and the existence of this Deed shall be appropriately registered in the Local Land Charges Register of the Council.

7. JURISDICTION

- 7.1. This Deed is to be governed by and interpreted in accordance with the law of England and Wales.
- 7.2. The Courts of England and Wales are to have jurisdiction in relation to any disputes

between the parties arising out of or related to this Deed.

- 7.3 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

8. NOTICES

- 8.1. Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post or second class post, pre-paid or recorded delivery.
- 8.2. Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 8.3 Unless the time of actual receipt is prove, a notice, demand or communication sent by the following means is to be treated as having been served.
- 8.3.1. If delivered by hand, at the time of delivery.
- 8.3.2. If sent by post, on the second working day after posting, or
- 8.3.3. If sent by recorded delivery, at the time of delivery was signed for.
- 8.4. If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day. It is to be treated as having been served on the next working day.

9. LEGAL FEES

The Owner agrees to pay the Legal Fees to the Council upon completion of this deed.

10. ARBITRATION

- 10.1 Any dispute or difference relating to any matter or thing arising out of or in connection with this Agreement shall be referred to arbitration.
- 10.2 If the parties do not agree upon the appointment of the Arbitrator within 28 days of the service of an arbitration notice the Arbitrator shall be nominated upon the Application of either party by the President or Vice President for the time being of the Royal Institution of Chartered Surveyors.
- 10.3 The Arbitrator shall be an independent person who is professionally qualified in respect of the subject matter of the dispute for a minimum of 10 years.
- 10.4 Unless the Arbitrator shall direct to the contrary:-
- 10.4.1 not more than 28 days after the Arbitrator's appointment the claimant shall send to the Arbitrator and respondent a summary of its case together with a bundle of

key documents relied upon.

10.4.2 not more than 28 days after the receipt of the claimant's submission the respondent shall send the Arbitrator and the Claimant a summary of its case together with a bundle of key documents relied upon.

10.4.3 the Arbitrator shall not hear oral evidence or representations.

10.4 The Arbitrator shall be at liberty to visit the Application Site.

10.5 The Arbitrator may call for such written evidence from the parties as he may require.

10.6 The Arbitrator shall use all reasonable endeavours to make his award and the reasons for it in writing as quickly as possible and in any event within 90 days of his appointment. Within 28 days of the receipt of the Arbitrator's award either party may apply to the Arbitrator for further written clarification of his award and the reasons including details of the methodology of any calculation and the Arbitrator shall provide such clarifications within 28 days of the Application.

10.7 The decision of the Arbitrator shall be final and binding on the parties.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties

hereto the day and year first before written.

Executed as a Deed by)
Esquire Developments Limited in)
the presence of)

Executed as a Deed by)
Mrs Peggy Weeks in)
the presence of)

Executed as a Deed by)
Mrs Brenda Cavanagh in)
the presence of)

SCHEDULE 1

Obligations relating to the provisions of Affordable Housing

The Owner hereby covenants with the Council:

1. To provide no fewer than Six Dwellings on the Development Site as Affordable Housing Units comprising of six affordable rented units (or such other plots as the parties may agree) and not to dispose of the Affordable Housing Units other than in accordance with the provisions of this schedule.
2. To erect or cause to be erected and completed no later than the completion of the Development the Affordable Housing Units within the Application Site in a location or locations referred to in paragraph 4.
3. The Affordable Housing Scheme shall be submitted to the Council not later than the submission of the last of the applications for reserved matters approval and there shall be no Commencement of Development until such written approval to the Affordable Housing Scheme by the Council is given (such approval not to be unreasonably withheld or delayed by the Council)
4. Not to permit or otherwise allow the commencement of the construction of any of the Dwellings above ground floor slab level until the Owner has:
 - (a) served upon the Registered Provider and the Council the Offer to transfer the six Affordable housing units to the Registered Provider; and
 - (b) entered into a binding contract for the construction of for one option set out below:
 - (i) **Six Affordable Units Comprising of 6 Affordable Rented Units; OR**
 - (ii) Eight Affordable Units Comprising of 6 Shared Equity and 2 Social Rented Units; **OR**
 - (iii) Five Affordable Rented Units Comprising of 1 Shared Equity and 4 Social Rented

in accordance with the Affordable Housing Scheme approved pursuant to paragraph 3 of this Second Schedule.

5. Subject to the other provisions of this Deed to provide and to do so in perpetuity the Affordable housing units in accordance with:
 - 5.1 the Affordable Housing Mix; and
 - 5.2 the Affordable Housing Scheme
- 6.1 The Owner shall transfer the Affordable Housing Units at the Price with full title guarantee to the Registered Provider WITH the benefit of full and free rights of access both pedestrian and vehicular over any relevant access road from the boundary of each of the relevant Affordable Housing Units to any relevant adopted highway (and vice versa) and full and free unrestricted rights for all services and conducting media and drains or sewers to be laid and constructed to each relevant Affordable Housing Unit to a standard capable of

adoption by the respective service providers and upon such further terms as may be agreed with the Registered Provider

- 6.2 If any time after three (3) months of the Registered Provider's and the Council's receipt of the Offer the Owner has despite using all reasonable endeavours been unable to enter into a contract for the transfer of the relevant Affordable Housing Units to the Registered Provider upon the terms specified then the Owner shall offer the homes to a further Registered Provider at the Price in accordance with the approved Affordable Housing Scheme
- 7.1 The Owner shall not permit or otherwise allow any of the Affordable Housing Units to be Occupied otherwise than:
 - 7.1.1 as the sole private residence of the Occupier and
 - 7.1.2 by a Qualifying Person who is either releasing an alternative Affordable Home elsewhere or is in Housing Need at the time of the commencement of his Occupation of the Affordable Housing Unit; or
 - 7.1.2 by a purchaser of a Shared Ownership Unit in accordance with paragraph 12 of this First Schedule
- 8.1 Paragraph 5 and 7.1 and paragraphs 10 to 24 of the First Schedule of this Deed shall not be binding on:
 - 8.1.1 any Exempt Person or any mortgagee or chargee of the Exempt Person or any person deriving title from the Exempt Person or any successor in title thereto and their respective mortgagees and chargees; or
 - 8.1.2 any Mortgagee or any purchaser including their successors in title from such bodies provided that in all cases the Mortgagee shall have complied with the Mortgagee's Duty except for and for the avoidance of doubt any disposal under 8.2. where the Affordable Housing Unit is safeguarded as an Affordable Housing Unit
- 8.2 The Mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 6 weeks' prior notice to the Council of its intention to dispose and:
 - 8.2.1 in the event that the Council responds within 6 weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable housing units can be made in such a way as to safeguard them as Affordable housing units then the Mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;
 - 8.2.2 if the Council does not serve its response to the notice served under 8.2.1 within 6 weeks then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 5 and 7.1 of the Schedule and paragraphs 10 to 24 of the Second Schedule which provisions shall determine absolutely
 - 8.2.3 if the Council or any other person cannot within 4 weeks of the date of service of its response under paragraph 6.2.1 above secure a binding contract for sale then provided that the Mortgagee shall have complied with its obligations under paragraph 8.2 the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 5 and 7.1 and paragraphs 10 to 24 to the First Schedule to this Deed which provisions shall determine absolutely
 - 8.2.4 if the Council cannot within 6 weeks of the date of service of its response under paragraph 8.2.1 above secure a completed transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 8.2 the Mortgagee shall

be entitled to dispose free from the restrictions set out in paragraph 5 and 7.1 and paragraphs 10 to 24 of this Schedule which provisions shall determine absolutely PROVIDED THAT for the avoidance of doubt such Mortgagee shall not be under any obligation to dispose of the Affordable Housing Units for any sum less than the monies outstanding pursuant to the said mortgage or charge inclusive of interest, costs and charges.

- 9A In the event that an Exempt Person wishes to dispose of an Affordable housing unit and the Registered Provider exercises its rights of pre-emption in the Shared Ownership Lease then the Registered Provider shall continue to be bound by the terms of this agreement
- 9B Any Mortgagee shall only be liable for any breach of the obligations in this Deed that it has itself caused whilst mortgagee in possession but shall not be liable itself for any pre-existing breach
10. Not to permit or otherwise allow any of the Shared Ownership Units to be sold other than:
- 10.1 in accordance with the terms of the Shared Ownership Lease; and
- 10.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need
11. Not to permit or otherwise allow any of the Shared Ownership Units to be sold on initial or any subsequent sale prior to:
- 11.1 the submission to and subsequent approval by the Council of a scheme of Advertising for the Shared Ownership Units;
- 11.2 advertising the relevant Shared Ownership Units in accordance with the scheme of Advertising approved in accordance with 11.1 above
12. On any sale other than the initial sale following completion of the construction of the Shared Ownership Units in the event that the Registered Provider or the owner of a Shared Ownership Dwelling is unable to sell an Shared Ownership Dwelling in accordance with paragraph 10.2 within a period of 90 days of Advertising the Shared Ownership Units may be sold to any willing purchaser in accordance with 10.1 above and such person shall remain bound by the terms of this deed
13. Not to exchange or complete contracts for the sale of any interest in the relevant Shared Ownership Units until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Head of Planning and Enterprise
14. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 13 above) all necessary documentation as stipulated in Schedule 3 as evidence that the prospective purchaser satisfies the obligations contained in this Deed
15. Not to permit or otherwise allow any Shared Ownership Unit to be let otherwise than:

- (a) with the written consent of the Council and the Registered Provider; and
 - (b) to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and
 - (c) at an Intermediate Rent (unless otherwise agreed in writing with the Council)
 - (d) on the basis of an Assured Tenancy for a fixed term of not less than six (6) months unless otherwise agreed in writing with the Council
 - (e) in accordance with the terms of the Shared Ownership Lease;
16. Unless otherwise agreed in writing with the Council not to permit or otherwise allow any Shared Ownership Unit to be let prior to:
 - (a) the submission to and approval by the Council of a scheme of Advertising; and,
 - (b) Advertising of the Shared Ownership Units in accordance with the approved scheme; and,
 - (c) service upon the Council of a Letting Notice
17. Not to permit or otherwise allow the Shared Ownership Units to be let until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of the written verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council and clearly addressed and marked for the attention of the Head of Planning and Enterprise
18. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 17 above) all necessary documentation as stipulated in Schedule 3 as evidence that the prospective tenant satisfies the obligations contained in this Deed
19. Not to permit or otherwise allow any of the Social Rented Units to be let other than:
 - 19.1 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and
 - 19.2 at a sum not exceeding the Affordable Rent; and
 - 19.3 to persons selected in accordance with the principles of any scheme operated from time to time by the Council regarding whether or not the Owner or Registered Provider is a eligible to be allocated the relevant Social Rented Unit.
20. Not to permit or otherwise allow any of the Social Rented Units to be let on initial or any subsequent letting prior to the submission to and subsequent approval by the Council of a scheme of Advertising for the Social Rented Units ;
21. To serve upon the Council a Letting Notice each time a Social Rented Unit becomes available for letting.
22. To advertise the relevant Social Rented Unit in accordance with the scheme of Advertising approved in accordance with paragraph 20 immediately following the service of the Letting

Notice in accordance with paragraph 21

23. Not to grant a tenancy of the relevant Social Rented Unit until the Owner has submitted written verification to the Council or its agent that the prospective tenant satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Head of Planning and Enterprise
24. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 23 above) all necessary documentation as stipulated in Schedule 3 as evidence that the prospective tenant satisfies the obligations contained in this Deed.

SCHEDULE 2

Obligations relating to the Planning Obligations Management Fee

The Owner hereby covenants with the Council:

1. that prior to Commencement of the Development (“the Due Date”) it will:-

1.1 pay to the Council the Planning Obligations Management Fee;

1.2 in default of such payment on the Due Date the sum shall increase at the rate of 4% above the base lending rate from time to time of Lloyds Bank Plc from the Due Date until the payment is made.

SCHEDULE 3

Evidence of eligibility of Qualifying Persons

Pursuant to paragraphs 12(c) of the First Schedule of this Deed the Registered Provider shall verify to the Council that the prospective purchaser or tenant meets the terms of this Deed by obtaining appropriate documentation from section A and B and C below or such other evidence or confirmation as the Council shall deem necessary or sufficient and if required by the Council provide copies of such evidence to the Council

SECTION A:

Proof of identity (of prospective purchaser or tenant and where applicable close family member)

UK residence permit

A valid UK driving licence National Insurance number card

Marriage certificate

Medical card

Letters about asylum from the Home Office

Section B:

Local connection

Residency – sufficient evidence to cover the relevant local connection period for prospective purchaser/tenant/close family member as appropriate

Utility bills (gas electric phone etc)

Council tax bills

Bank/Building Society account/credit card statements

State benefit books or receipts showing rent paid

Payslips showing home address

Written certification from either a Solicitor / Social Worker / Probation Officer / Inland Revenue Officer / Police Officer / Teacher or Doctor

Employment – sufficient evidence to cover the relevant local connection period

Payslips showing employer's address

Employer's letter confirming length and terms of employment (including hours worked if applicable)

Section C:

Housing Need

Tenancy or licence agreement

Rent book showing name and address of applicant

Where applicable letter from friend or family member confirming residence at their address

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P60 annual statement of earnings for the most recent complete tax year

Payslips covering last 3 months

For self- employed persons a set of accounts no older than 12 months

Bank/Building Society account or other statements showing savings/capital

Evidence of any other income including state benefits