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Dated

2026

BROXTOWE BOROUGH COUNCIL

(1)

NOTTINGHAMSHIRE COUNTY COUNCIL

(2)

BLOOR HOMES LIMITED

(3)

HEART CHURCH

(4)

**PLANNING OBLIGATION AND DEED OF
AGREEMENT**

**pursuant to Section 106 of the Town and
Country Planning Act 1990 in respect of Land
West Of Stapleford Lane Stapleford
Nottinghamshire**

Application Reference: 25/00371/OUT



GOWLING WLG

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- (1) **BROXTOWE BOROUGH COUNCIL** of Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB (the "**Borough Council**");
- (2) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham, NG2 7QP (the "**County Council**");
- (3) **BLOOR HOMES LIMITED** a company registered in England with company number 02162561 whose registered office is at Ashby Road, Measham, Swadlincote DE12 7JP (the "**Owner**"); and
- (4) **HEART CHURCH** a company registered in England with company number 05947463 whose registered office is at 104-114 Talbot Street, Nottingham NG1 5GL (the "**Mortgagee**").

RECITALS

- (A) The Borough Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated and is the authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972.
- (C) The Owner is the registered freehold proprietor of the Site registered at Land Registry with title absolute under title number NT591416, which is free from encumbrances that would otherwise prevent the First Owner from entering into this Agreement, save for the interest specified in Recital (D) below.
- (D) The Mortgagee has an interest in the Site by virtue of having the benefit of a legal charge which is recorded on the Charges Register of title NT591416 dated 5 July 2024.
- (E) The Application was submitted to the Borough Council for the Development by the Owner, and the Owner has now submitted the Appeal on the basis that Application has not been determined.
- (F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement will bind the Owner and any respective successors' interest in the Site and may be enforced by the Borough Council against the Owner and their respective successors in title in respect of the Site.
- (G) The parties agree that the planning obligations contained in this Agreement comply with Regulation 122 of the CIL Regulations.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1 INTERPRETATION

- 1.1 For the purposes of this Agreement the following expressions shall have the following meanings:

Affordable Dwelling(s)	30% of the total number of Dwellings to be constructed as part of the Development as Affordable Housing (rounded up to the nearest whole number) and to be provided as 66% Affordable Rent Units and 34% Intermediate Housing or any other tenure mix as may be agreed with the Borough Council in writing (which may include Other Affordable Routes to Home Ownership Units) subject always to the provisions this Agreement including paragraphs 1.5 to 1.9 (inclusive) of Schedule 2;
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Affordable Housing	means dwellings which are provided to eligible households whose needs are not met by the market and which shall have the meaning given in the NPPF;
Affordable Housing Contribution	the sum of £85,000 [(eighty-five thousand pounds)] per Affordable Rent Unit where the Borough Council determines pursuant to paragraph 2.3 of Schedule 3 that a contribution shall be payable in lieu of provision of the relevant Affordable Dwellings which are not to be transferred to an RPSH;
Affordable Housing Scheme	means a written scheme to be submitted to the Borough Council for a relevant Phase which is to contain Affordable Dwellings and which shall include: (a) the number of Affordable Dwellings to be provided within a Phase; (b) the location of the Affordable Dwellings within the Phase with reference to a plan; (c) the house types, mix and specification of each Affordable Dwelling; (d) identify the total number of Dwellings to be provided within a Phase; and (as may be amended from time to time with the Borough Council's written approval);
Affordable Rent Units	an Affordable Dwelling to be made available by an RPSH at a rent being no greater than 80% of the local Market Rent for the unit type (inclusive of service charge), such rent to be in accordance with guidance issued by Homes England (formerly the Homes and Communities Agency) or any successor agency from time to time and the NPPF;
Appeal	the planning appeal submitted by the Owner to the Secretary of State in relation the Borough Council's non-determination of the Application and allocated reference [6006412
Application	the application submitted for outline planning permission submitted to the Borough Council for the Development and allocated the reference number 25/00371/OUT;
Armed Services Member	a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
Borough Financial Contributions	the [Off-site Open Space Contribution and the Off-Site Open Space Maintenance Contribution] payable to the Borough Council and the or any of them as the context so requires;
Bus Service Contribution	the sum of £TBC – overall sum of £578,000 but a per dwelling figure required] per Dwelling Index Linked payable by the

	Owner to the County Council to be used towards improvements to local bus services to serve the Development;
Bus Stop Contribution	the sum of [£TBC – overall sum of £56,800 but a per dwelling figure required] per Dwelling Index Linked payable by the Owner to the County Council to be used towards [TBC] to serve the Development;
Chargee	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 charge to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the relevant Affordable Rent Units and / or Shared Ownership units;
Chargee's Duty	the requirements a Chargee must comply with to dispose of the relevant Affordable Dwellings as detailed in Schedule 2;
Choice Based Lettings Scheme	the scheme (as may be amended and or superseded from time to time) which is operated by the Borough Council (via https://www.broxtowe-home-search.org.uk) for the allocation of Affordable Housing within its administrative area and which scheme shall be used by the Owners and the Borough Council to advertise and allocate the Affordable Rent Units in accordance with and subject to the provisions of paragraph 1 of Schedule 2;
CIL Regulations	the Community Infrastructure Regulations 2010 (as amended);
Commencement of Development	the carrying out any material operation (as defined in Section 56(4) of the TCPA 1990) forming part of the Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, works connected with in-filling, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and " Commence " and " Commences " shall be construed accordingly;
Commencement Date	the date the Development Commences;
Commencement Notice	the notice in writing, in the form as specified in Schedule 4;
Community Transport Contribution	the sum of [£TBC – overall sum of £126,000 but a per dwelling figure required?] per Dwelling Index Linked payable by the Owner to the County Council to be used towards [TBC] to serve the Development;
Compliance Certificate	the certificate issued by the Borough Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the First Homes Eligibility Criteria (National) and

	unless paragraph 2.4(b) of Schedule 2 applies the First Homes Eligibility Criteria (Local);
County Financial Contributions	the [TBC] payable to the County Council and the or any of them as the context so requires;
Cycle and Walking Routes Contribution	the sum of [£TBC – overall sum of £800,000 but a per dwelling figure required?] per Dwelling Index Linked payable by the Owner to the County Council to be used towards [TBC] to serve the Development;
Default Interest Rate	the higher of 5% and the base rate from time to time of Barclays Bank plc;
Development	the construction of a residential development of up to 420 residential dwellings and associated open space and infrastructure (With some matters reserved);
Discounted Market Sales Homes	an Affordable Dwelling comprising part of the Development that is made available at no more than Maximum Price and secured in perpetuity at that discount to market value in accordance with the covenants in Schedule 2;
Discounted Market Value	a sum in which the Open Market Value discounted by 30% for First Homes;
Due Date	the date upon which any payment due under any provisions of this Agreement is required to be paid ;
Dwellings	each and every residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether through construction conversion or subdivision including an Affordable Dwelling(s) and Market Dwellings and "Dwelling" shall be construed accordingly;
Exempt Disposal	the First Homes Disposal in one of the following circumstances: (a) a First Homes Disposal to a spouse or civil partner upon the death of the First Homes Owner; (b) a First Homes Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner; (c) a First Homes Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; (d) a First Homes Disposal to a trustee in bankruptcy prior to sale of the relevant First Home (and for the avoidance

of doubt paragraph 2.6 of Schedule 2 shall apply to such sale),

provided that in each case other than (d) the person to whom the First Homes Disposal is made complies with the terms of paragraphs 2.5(a) to 2.5(c) of Schedule 2 (inclusive);

First Home(s)

an Affordable Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discounted Market Value and which on its first First Homes Disposal shall not exceed the Price Cap and where the percentage discounted market value is passed onto subsequent owners by restrictive covenant on the title;

First Homes Contribution

in circumstances where the sale of a Dwelling identified as a First Home is sold other than as a First Home has taken place in accordance with paragraph 2 of Schedule 2, the lower of the following two amounts:

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

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

First Homes Disposal

a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraphs 2.5(b) to 2.5(e) of Schedule 2 (inclusive);
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and
- (c) an Exempt Disposal,

and "**Disposal**", "**Dispose**" and "**Disposed**" shall be construed accordingly where referenced in connection with First Homes;

**First Homes Eligibility
Criteria (Local)**

criteria published by the Borough Council at the date of the relevant Disposal of a First Home or, in the absence of any such published criteria at that date, the following criteria:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local); and
- (b) any or all of criteria (i) (ii) and (iii) below:
 - (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or
 - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

**First Homes Eligibility
Criteria (National)**

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

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

First Homes Mortgagee

any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

First Homes Owner

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

- (a) the Owners; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) the freehold a tenant or sub-tenant of a permitted letting under paragraphs 2.5(b) to 2.5(e) of Schedule 2 (inclusive);

First Time Buyer	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;
Healthcare Contribution	[TBC – the consultation response is awaited];
Income Cap (Local)	eighty Thousand Pounds (£80,000) or such other local income cap as may be published from time to time by the Borough Council and is in force at the time of the relevant Disposal of the First Home;
Income Cap (National)	in the sum of Eighty Thousand Pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home;
Index	in relation to the Borough Financial Contributions the RICS and Building Cost Information Service All in Tender Price Index or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent and in relation to the County Financial Contributions [TBC];
Index Linked	increased in accordance with the calculation at clause 8 of this Agreement;
Intermediate Housing	an Affordable Dwelling to be made available as either a Shared Ownership Unit and / or a First Home and / or Discounted Market Sale Home or such other tenure as may be approved in writing by the Council;
LEAP	where relevant a local equipped area for play which may be provided as part of the Development;
Library Contribution	the sum of [TBC overall sum of £18,750 but a per dwelling figure (pounds and pence)] per Dwelling Index Linked payable by the Owner to the County Council to be used towards the provision of additional stock at [];
Key Worker	such categories of employment as may be published by the Borough Council from time to time as the "First Homes Key Worker Criteria" and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that First Home Disposal it being acknowledged that at the date of this agreement the Borough Council has not designated any categories of employment as Key Worker;
Local Connection Criteria	such local connection criteria as may be designated and published by the Borough Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this

	agreement the Borough Council has not designated any criteria as Local Connection Criteria;
Market Dwellings	any Dwelling other than an Affordable Dwelling;
Management Company	an established company for the purpose of servicing maintaining and managing land transferred to it on each Phase including the On-site Open Space within the relevant Phase;
Maximum Price	not more than [80% of the Open Market Value];
 NPPF	the National Planning Policy Framework published in December 2024 as amended or any supplemental guidance issued in respect thereof;
Occupation	occupation of the Site for the purposes permitted by the Planning Permission but for the purposes of this Agreement only not including occupation by personnel engaged in construction fitting out or decoration marketing display or security operations and " Occupy " and " Occupied " shall be construed accordingly;
Occupation Notice	the notice, in the form as specified in Schedule 5, in writing to be served upon the Borough Council by the Owner giving not less than ten Working Days notification of the Owner's intention to Occupy all or parts of the Site in accordance with the Planning Permission;
	
Off-site Open Space Contribution	the sum of [£442,613.00 overall per dwelling figure TBC (pounds and pence)] per Dwelling Index Linked payable by the Owner to the Borough Council to be used towards [TBC];
Off-site Open Space Maintenance Contribution	the sum of [£338,986.00 overall per dwelling figure TBC (pounds and pence)] per Dwelling Index Linked payable by the Owner to the Borough Council to be used towards [TBC];
On-site Open Space	means any relevant areas of formal and informal open space including any playing fields, parks, green infrastructure, structural landscaping, tree planting, tree retention, SuDS, surface water drainage, LEAP (as may be relevant) and estate roads to be laid out on the Site by the Owner as part of the Development;
On-site Open Space Scheme	a scheme for each relevant Phase which contains On-site Open Space and such scheme shall include the layout and specification and programme for the provision and subsequent management and maintenance of the On-site Open Space on the relevant Phase;

Open Market Value	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount in the valuation ;
Other Affordable Routes to Home Ownership Units	an Affordable Dwelling provided for sale as defined in paragraph d) of the definition of Affordable Housing in Annex 2 of the NPPF;
Parties	one or all of any combination of the parties to this Agreement as the context requires;
Phase	any phase of the Development as identified on the Phasing Plan and " Phased " shall be construed accordingly;
Phasing Plan	the plan identifying the separate Phases of the Development approved in writing by the Council (as may be amended from time to time with the Borough Council's approval);
Plan	 the plan attached to this Agreement at Schedule 1;
Planning Permission	the outline planning permission subject to conditions to be granted pursuant to the Appeal;
Practical Completion	the completion or conversion of a Dwelling or other building comprising the Development in such a manner as to satisfy building regulations to a standard whereby the building could be beneficially occupied and " Practically Complete " shall be construed accordingly;
Price Cap	the amount for which the First Home is sold after the application of the Discounted Market Value which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000.00) or such other amount as may be published from time to time by the Secretary of State;
Primary Education Contribution	the sum of [TBC capped at an overall sum of £1,755,180 and to be calculated on a per dwelling figure of [£4,179]] payable by the Owner to the County Council to be used towards the provision of [TBC];
Protected Tenant	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;

	(c) has purchased from the RPSH all the remaining shares in a Shared Ownership Unit so that the tenant owns the entire Shared Ownership Unit; or (d) has otherwise lawfully obtained full ownership of a single Affordable Dwelling, (excluding in all cases the owner or occupier of a First Home);
Registered Provider Social Housing	a body registered as a provider of Affordable Housing under the Housing and Regeneration Act 2008 and "RPSH" shall be construed accordingly;
Secondary Education Contribution	the sum of [TBC overall sum of £2,028,090.00 but a per dwelling / calculation is required figure (pounds and pence)] payable by the Owner to the County Council to be used towards the provision of [TBC];
Secretary of State	the Secretary of State for housing, communities and local government and such successor department as shall be responsible for the determination of planning appeals within England;
SEND Contribution	the sum of [TBC overall sum of £209,112.00 but a per dwelling / calculation is required figure (pounds and pence)] payable by the Owner to the County Council to be used towards the provision of [TBC];
Shared Ownership Unit(s)	an Affordable Dwelling which is sold and leased by a RPSH on Shared Ownership Terms or as may otherwise be approved by the Borough Council;
Shared Ownership Terms	terms of disposal contained in model shared ownership leases published by the Homes England from time to time whereby (unless as otherwise amended) (i) a RPSH sells shares in the equity of a dwelling to an occupier who pays rent upon the remainder and (ii) Staircasing to 100% (one hundred per cent) of the equity of the dwelling is allowed and (ii) Staircasing to of the equity of the dwelling is allowed with the ability for rent to be charged on the remainder by the RPSH;
Staircasing	the exercise by the owner-occupier of Shared Ownership Unit of the right to purchase additional equity shares up to 100% (one hundred percent) of the entire interest in the dwelling after which the rent payable on any equity share retained by the RPSH shall be reduced proportionally;
Site	the land against which this Agreement may be enforced being Land West of Stapleford Lane Stapleford Nottinghamshire shown as edged red for identification purposes only on the Plan;
Valuer	a Member of Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity and whose fees will be paid by the Owner or its successor(s) in title;

TCPA 1990	the Town and Country Planning Act 1990 (as amended);
VAT	value added tax chargeable under the Value Added Tax Act 1994; and 
Wind and Watertight	in respect of any given Affordable Dwelling that it has/they have reached a stage of construction in respect of that Affordable Dwelling being completion of the roof and roof finishes and the installation of all external doors and windows including glazing for such external doors and windows;
Working Day	Monday to Friday (inclusive) except Good Friday, Christmas Day and Public or bank holidays from time to time in England.

- 1.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 1.3 In the event of any conflict between the provisions of this Agreement and any document annexed hereto as referred to herein the terms and conditions of this Agreement will prevail.
- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 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 interchangeable in that manner.
- 1.6 Wherever there is a person or persons as Parties to this Agreement and where they undertake to perform or observe an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.7 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation.
- 1.8 Any reference to any statute or statutory provision shall include any modification, extension, re-enactment of that statute 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.
- 1.9 References to the Borough Council, the County Council, the Owner, the Mortgagee or to any other party to this Agreement shall include their successors in title and assigns and to any person deriving title through or under or the successors to their respective statutory functions.
- 1.10 The headings and contents list are for reference only and shall not affect construction.
- 1.11 Any covenant or obligation by any Party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.
- 1.12 A reference to writing or written excludes faxes and email unless otherwise stated.

2 STATUTORY PROVISION

- 2.1 This Agreement is made pursuant to Section 106 and 106A of the TCPA 1990 and the covenants and obligations in this Agreement are planning obligations for the purposes of Section 106 of the TCPA 1990 so as to bind the Site and each and every part thereof and are enforceable by the Borough Council as the local planning authority against the Owner and their successors in

title and assigns and the other parties to this Agreement save to the extent excluded elsewhere in this Agreement.

- 2.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the TCPA 1990 they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.
- 2.3 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory functions.
- 2.4 If the Borough Council agrees pursuant to an application under Section 73 of the TCPA 1990 to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the TCPA 1990 the covenants or provisions of this Agreement may be deemed to bind the varied permission and to apply in equal terms to the new planning permission provided that the Parties hereto agree in writing that such new planning permission is for development similar to the Development and the imposition of additional obligations is unnecessary. Where additional obligations are deemed necessary to facilitate the development permitted by the new planning permission such obligations shall be entered into via a deed of variation relating to any such new application.

3 COMMENCEMENT

With the exception of clauses 4.2, 6 (*Costs*), 15 (*Local Land Charge*), 21 (*Jurisdiction*) and 22 (*Delivery*) which take effect immediately, this Agreement is conditional upon:

- 3.1 the grant of the Planning Permission; and
- 3.2 the Commencement of Development.

4 THE OWNER'S OBLIGATIONS

- 4.1 The Owner covenants with the Borough Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2.
- 4.2 The Owner covenants to give to the Borough Council not less than ten Working Days written notice of the intended Commencement Date by serving a Commencement Notice.
- 4.3 The Owners covenant to serve on the Borough Council an Occupation Notice in respect of the following, not less than ten Working Days of the specified Occupation numbers:
- (a) first Occupation;
 - (b) Occupation of [TBC] Dwellings on each Phase;
 - (c) Occupation of [TBC] Dwellings on each Phase;
 - (d) Occupation of [TBC] Dwellings on each Phase;
 - (e) Occupation of [TBC] Dwellings on each Phase.

5 THE BOROUGH COUNCIL'S OBLIGATIONS

The Borough Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 3.

6 COSTS

The Owner shall pay:

6.1 to the Borough Council:

- (a) on or before the date of this Agreement a contribution of [TBC] to its reasonable and proper legal costs and disbursements incurred in the negotiation, preparation, execution and registration of this Agreement; and
- (b) on or before the Commencement of Development the sum of [TBC] as a contribution towards the Borough Council's costs of monitoring the implementation of this Agreement;

6.2 to the County Council on or before the date of this Agreement a contribution of [£TBC] to its reasonable and proper legal costs and disbursements incurred in the negotiation, preparation and execution of this Agreement.

7 OWNERSHIP



- 7.1 The Owner warrants and confirm that no person other than the Owner and the Mortgagee has a legal estate or beneficial interest in the Site or any part thereof.
- 7.2 The Owner agrees to give the Borough Council as soon as reasonably practicable written notice of any change in ownership of any of their interests in all or any part of the Site (other than disposals to persons against whom the obligations of this Agreement are not enforceable (which shall include individual Dwellings)) occurring before all the covenants, restrictions and obligations under this Agreement have been discharged, such notice to give details of the conveyance, transfer, lease, assignment, mortgage or other disposition entered into together with the full name and registered office (if a company or usual address if not) of the person to whom the disposition was made and the nature and extent of the interest disposed of.
- 7.3 The Owner shall give the Borough Council written notice of any notification or correspondence received from a chargee of their intention to realise or enforce their security over any part of the Site.
- 7.4 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability to discharge the obligations contained in this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8 INDEXATION

- 8.1 All [the Borough Financial Contributions] payable to the Borough Council shall be Index Linked from the date hereof until the date on which such sum is paid in accordance with the following calculation:

$A = B \times (CID)$ where:

A is the sum payable under this Agreement;

B is the original sum specified in this Agreement;

C is the Index for the month before the date on which the sum is paid;

D is the Index for the month before the date of this Agreement; and C/D is greater than one.

- 8.2 The [County Financial Contributions] payable to the County Council shall be Index Linked from [TBC] until the date on which such sum is paid in accordance with the following calculation:

$A = B \times (C/D)$ where:

A is the sum payable under this Agreement;

B is the original sum specified in this Agreement;

C is the Index for the month before the date on which the sum is paid;

D is the Index for [TBC]; and

C/D is greater than one.

9 NOTICES

- 9.1 Any notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class post, pre-paid or recorded delivery and is to be sent to the following address, or to such other address as one party may notify in writing to the others at any time as its address for service:

- (a) for the Owner to the address set out above;
- (b) for the Mortgagee to the address set out above;
- (c) for the County Council to the address set out above; and
- (d) for the Borough Council to the address set out above marked for the attention of the Planning Contributions Officer.

- 9.2 A notice, consent or approval required or authorised to be given under this Agreement shall be deemed to be served as follows:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, on the second Working Day after posting; or
- (c) if sent recorded delivery, at the time the delivery was signed for.

- 9.3 If a notice, demand or any other communication is served after 16:00 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.

- 9.4 A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.

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

10 WAIVER

No waiver (whether express or implied) by the Borough Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 COUNCIL'S DISCRETION

- 11.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the Borough Council and / or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Borough Council and / or the County Council were not a party to this Agreement.
- 11.2 The Borough Council and / or the County Council covenants with the Owner to act reasonably, properly and diligently in exercising their respective discretion and discharging their respective functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the Borough Council and / or the County Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or similar affirmation.

12 DISPUTE RESOLUTION

- 12.1 If any dispute arises out of this Agreement, the dispute shall be referred to an arbitrator appointed jointly by the Parties to the dispute. If those Parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on any such Party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties to the dispute in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).
- 12.2 The provisions of this clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

13 ENFORCEMENT AND LIABILITY

- 13.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 13.2 The obligations in this Agreement shall not be enforceable against the following:
- (a) the individual owners or individual occupiers of an individual Market Dwelling (including any successors in title and / or any mortgagee or chargee of an individual Market Dwelling) erected on the Site pursuant to the Planning Permission save that the restrictions on Occupation and use set out in this Agreement shall be binding on such persons;
 - (b) an RPSH whose only interest in the Site is in respect of the Affordable Dwellings except for paragraphs 1.5(c) and 1.5(d) of Schedule 2 but subject always to the provisos contained therein save that the restrictions on Occupation and use set out in this Agreement shall be binding on such persons;
 - (c) individual owners and occupiers of the Affordable Dwellings save that such persons shall be bound by the restrictions on Occupation and use set out in this Agreement and the provisions of Schedule 2 in so far as they relate to the Affordable Dwelling;
 - (d) Protected Tenants.

- 13.3 A statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owner for the purposes of Section 106(3) of the TCPA 1990.
- 13.4 A mortgagee or chargee of the Site (that is not a Chargee) or part thereof will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site in which case it shall be liable as if it were a person deriving title from the Owner .

14 DETERMINATION

- 14.1 The obligations in this Agreement (with the exception of clause 6) shall cease to have effect if the Planning Permission:
- (a) expires prior to the Commencement of Development;
 - (b) is quashed following a successful legal challenge (but without prejudice to any liabilities arising prior to such quashing);
 - (c) subject to clause 14.2, is revoked modified or otherwise withdrawn before the Commencement Date so as to render this Agreement or any part of it irrelevant impractical or unviable.
- 14.2 Clause 14.1(c) will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Borough Council and the Owner prior to the Commencement Date.
- 14.3 Where the Agreement comes to an end under clause 14.1 any monies paid under this Agreement to the Borough Council and / or the County Council, with the exception of fees paid under clause 6 or any monies otherwise committed for expenditure pursuant to this Agreement, are to be returned to the party that made the payment within one calendar month of the Agreement coming to an end.

15 LOCAL LAND CHARGE

This Agreement shall be registrable as a local land charge by the Borough Council.

16 CANCELLATION OF ENTRIES

- 16.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Borough Council's reasonable and proper costs) the Borough Council will issue a written confirmation of such performance or discharge.
- 16.2 Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 14 (and subject to the payment of the Borough Council's reasonable and proper costs and charges) the Borough Council will on the written request of the Owner, cancel all entries made in the local land charges register in respect of this Agreement.

17 INTEREST

Where any sum or amount has not been paid to the Borough Council and / or the County Council by the date on which it is due, the Owner shall pay interest at the Default Interest Rate on that amount for the period from the Due Date to and including the date of payment.



18 VAT



All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.

19 DUE DATE FOR PAYMENT OF MONIES

If the Owner fail to serve a Commencement Notice or Occupation Notice in accordance with clause 4 then the Borough Council is to notify the Owner that the Owner has failed to serve such Commencement Notice or Occupation Notice in accordance with clause 4 ("**Rectification Notice**"). The Owner will then have 15 Working Days from the date of service of the applicable Rectification Notice to serve the relevant Commencement Notice or Occupation Notice. If the Owner fails to serve such notice within 15 Working Days then the Due Date for payment of any monies due in accordance with the Owners' obligations shall be deemed to be the date of this Agreement.

20 MISCELLANEOUS

- 20.1 Unless expressly stated no provisions of this Agreement confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.
- 20.2 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 20.3 No compensation shall be payable by the Borough Council and / or the County Council as a result of this Agreement.
- 20.4 Any phrase introduced by the terms including include in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 20.5 Subject to clause 2.4 nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement whether or not pursuant to an appeal.
- 20.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council and or the County Council under all statutes bylaws statutory instruments orders and regulations in the exercise of its functions as a local authority and/or local planning authority.
- 20.7 Should the Secretary of State or their appointed inspector in their decision letter make a finding that any of the covenants or obligations in this Agreement do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Agreement which for the further avoidance of doubt shall remain in effect and enforceable.

21 JURISDICTION



This Agreement is governed by and interpreted in accordance with the laws of England.

22 DELIVERY

The provisions of this Agreement shall be of no effect until this Agreement has been dated.

This Agreement has been entered into as a deed and delivered on the date set out at the beginning of the document.

SCHEDULE 1

SITE PLAN

SCHEDULE 2

THE OWNER'S COVENANTS TO THE BOROUGH COUNCIL

The Owner covenants with the Borough Council as follows:

1 AFFORDABLE HOUSING - GENERAL

- 1.1 To construct and provide 30% of the Dwellings on the Site and within each Phase as Affordable Dwellings comprising 66% Affordable Rent Units and 34% Intermediate Housing (across the Site and within each Phase) (unless otherwise agreed with the Borough Council in writing).
- 1.2 To submit an Affordable Housing Scheme for each relevant Phase to the Borough Council prior to the Commencement of Development of that relevant Phase and not to Commence or cause or permit Commencement of Development in any Phase until the Borough Council has approved the Affordable Housing Scheme for that Phase in writing (such approval not to be unreasonably withheld or delayed) provided that where the Borough Council has not given written notice of its decision to approve or refuse the Affordable Housing Scheme within 28 days of the date of receipt of the Affordable Housing Scheme (or such longer period as may be agreed in writing between the Owner and the Borough Council) the Affordable Housing Scheme shall be deemed to have been approved by the Borough Council.
- 1.3 Unless otherwise agreed in writing with the Borough Council to use reasonable endeavours to enter into an agreement with a RPSH (where relevant) for each Phase (on terms generally acceptable to a commercial developer and an RPSH pursuant to which the RPSH will manage the Affordable Rent Units and any Shared Ownership Units as Affordable Housing provided that the RPSH may be the same party for all Phases).
- 1.4 To notify the Borough Council of the transfer of any of the Affordable Rent Units and or the Shared Ownership Units to a RPSH within 14 days of such transfer and to provide the Borough Council with details of the RPSH to which the Affordable Rent Units and or the Shared Ownership Units were transferred.
- 1.5 In the event the Owner has not entered into a binding contract with a RPSH within six months of Commencement of Development for each Phase pursuant to clause 1.3 (or such contract has been entered into but has been terminated for any reason) then:
 - (a) provide the Borough Council with an alternative Affordable Housing Scheme;
 - (b) if within 14 days of providing the alternative Affordable Housing Scheme the Owner has not received written approval of the Borough Council to that scheme, to provide the Borough Council with a further alternative affordable housing scheme for each Phase;
 - (c) if within 14 days of providing the further alternative Affordable Housing Scheme the Owner has not received written approval of the Borough Council to that scheme, the remaining Intermediate Housing for that Phase shall be provided as Discounted Market Sales Homes and /or First Homes and the remaining Affordable Rent Units for that Phase shall be sold on the open market and the Affordable Housing Contribution shall be paid to the Borough Council.
- 1.6 If, despite the use of reasonable endeavours by the Owner to enter into such a contract, within three months of the Owner receiving written acceptance of the alternative scheme (referred to in 1.5 above) for a Phase from the Borough Council, legally binding contracts have not been exchanged for the transfer of the Affordable Housing Dwellings to a RPSH, the Owner shall be released from the requirement to comply with the provisions of this Agreement in relation to the provision of Affordable Housing for that Phase and the remaining Intermediate Housing shall be provided as Discounted Market Sales Homes and /or First Homes and the remaining Affordable

Rent Units shall be sold on the open market and the Affordable Housing Contribution shall be paid to the Borough Council.

- 1.7 If any Discounted Market Sales Homes and /or First Homes or other form of Intermediate Housing remains unsold at the point at which it reaches Wind and Watertight stage, the Owner shall be entitled to dispose of the Affordable Dwelling on the open market and the Affordable Housing Contribution shall be paid to the Borough Council within five working days of legal completion.

- 1.8 Subject to paragraphs 1.7 to 1.11 inclusive:

- (a) To Practically Complete and transfer to a RPSH 50% of the Affordable Rent Units and any Shared Ownership Units in a Phase prior to the first Occupation of more than [25%] of the Market Dwellings in that Phase and not to Occupy or cause or permit Occupation of more than 25% of the Market Dwellings within that Phase until 50% of the Affordable Rent Units and Shared Ownership Units in a Phase have been Practically Completed and transferred to a RPSH.
- (b) provide and transfer to a RPSH the remaining 50% of the Affordable Rent Units and any Shared Ownership Units in a Phase before the first Occupation of more than [50%] of the Market Dwellings in that Phase and not to Occupy or cause or permit Occupation of more than 50% of the Market Dwellings within that Phase until the remaining 50% of the Affordable Rent Units and Shared Ownership Units in a Phase have been Practically Completed and transferred to a RPSH.
- (c) Unless otherwise agreed in writing with the Borough Council to procure that the RPSH lets 100% of first lets of the Affordable Rent Units and 50% of second and subsequent lets of the Affordable Rent Units in accordance with the Choice Based Lettings Scheme in perpetuity provided that in the event that any Affordable Rent Unit has not been Occupied within six months (unless otherwise agreed in writing with the Borough Council) of it first being advertised via the Choice Based Lettings Scheme, the RPSH may Occupy the applicable Affordable Rent Unit with any person in need of Affordable Housing.
- (d) Subject to paragraphs 1.7 to 1.10 (inclusive) from the date of Practical Completion of the Affordable Rent Units and any Shared Ownership Units they shall not be Occupied other than as Affordable Dwellings (as Affordable Rent Units and Shared Ownership Units (as applicable)) in perpetuity save that the obligations in paragraph 1 of this Schedule 2 shall not be binding upon:
 - (i) a Protected Tenant;
 - (ii) any Chargee provided they shall have complied with the Chargee's Duty,

any person deriving title from those identified in paragraphs 1.5(d)(i) and 1.5(d)(ii) and their mortgagees and chargees.

- 1.9 Where the approved Affordable Housing Scheme for a Phase specifies the provision of Discounted Market Sale Homes and/or First Homes:

- (a) the Owner shall Practically Complete 50% of the Discounted Market Sale Homes and 50% of the First Homes so that they are ready for Occupation and use prior to Occupation of more than 25% of the Market Dwellings within the Phase and shall not Occupy or cause or permit Occupation of more than 25% of the Market Dwellings within a Phase until 50% of Discounted Market Sale Homes and 50% of the First Homes within

the Phase have been Practically Completed so that they are ready for Occupation and use; and

- (b) the Owner shall Practically Complete 100% of the Discounted Market Sale Homes and 100% of the First Homes so that they are ready for Occupation and use prior to Occupation of more than 50% of the Market Dwellings within the Phase and shall not Occupy or cause or permit Occupation of more than 50% of the Market Dwellings within a Phase until 100% of Discounted Market Sale Homes and 100% of the First Homes within the Phase have been Practically Completed so that they are ready for Occupation and use

1.10 In respect of any Discounted Market Sale Homes the Owner shall dispose of such units in accordance with this paragraph 1.6:

- (a) The Discounted Market Sales Homes shall not be sold either on first or subsequent sales at a price that is greater than the Maximum Price.
- (b) In order that the future ownership and selling price of the Discounted Market Sale Homes shall be controlled so as to ensure that it remains as such in perpetuity the Owner shall procure the registration at the Land Registry on the first disposal of each Discounted Market Sale Homes unit of the following restriction (or in such other form as the Chief Land Registrar shall deem appropriate) against the title to the Discounted Market Sale Homes unit requiring that all subsequent disposals of each Discounted Market Sale Homes unit shall be at no more than Maximum Price and shall provide the Borough Council with a copy of such title (showing the restrictions unless otherwise agreed in writing):

"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 completed by registration without a certificate signed by a conveyancer that the provisions of paragraph 1.4 of the Second Schedule of the Section 106 Agreement dated [] and made between (1) Broxtowe Borough Council (2) Nottinghamshire County Council (3) Bloor Homes Limited (4) Heart Church have been complied with or that they do not apply to the disposition"

- (c) On each subsequent disposal of any freehold or leasehold interest in any Discounted Market Sale Homes the new owner (being the person acquiring such freehold or leasehold interest) will procure (if not already noted on the title) the registration at the Land Registry of a restriction in the same form as set out in paragraph 1.4(a) of this Schedule against the title to the Discounted Market Sale Homes in which they have acquired an interest and supply a copy of such title (showing the restriction) to the Borough Council.
- (d) The obligations in this paragraph 1.4 and this Schedule shall not be binding on a mortgagee or chargee of an owner of one of the Discount Market Sale Homes (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)) constructed on the Site.

1.11 In the event the Borough Council determines that an Affordable Housing Contribution shall be payable in lieu of provision of the Affordable Rent Units and any Shared Ownership Units which are not to be transferred to an RPSH for the relevant Phase then the Owner of the relevant

Phase shall pay the Affordable Housing Contribution in respect of such Dwellings in the following instalments:

- (a) [50%] of the Affordable Housing Contribution for the relevant Phase shall be paid to the Borough Council prior to the first Occupation of more than [25%] of the Market Dwellings in that Phase and the Owner shall not Occupy or cause or permit Occupation of more than 25% of the Market Dwellings in that Phase until 50% of the Affordable Housing Contribution has been paid to the Borough Council; and
- (b) the remaining [50%] of the Affordable Housing Contribution for the relevant Phase shall be paid to the Borough Council prior to the first Occupation of more than [50%] of the Market Dwellings in that Phase and the Owner shall not Occupy or cause or permit Occupation of more than 50% of the Market Dwellings in that Phase until the Affordable Housing Contribution has been paid to the Borough Council in full,

and the Owner of the relevant Phase shall be entitled to dispose of the Dwellings that would have been Affordable Rent Units and Shared Ownership Units as Market Dwellings.

- 1.12 In the event that the parties agree pursuant to paragraph 1.6 of Schedule 2 that the Affordable Rent Units and any Shared Ownership Units which are not to be transferred to an RPSH for the relevant Phase are to be disposed of as Discounted Market Sales Homes or First Homes then:

- (a) the provisions of paragraph 1.4 above shall apply to such Discounted Market Sales Homes; and
- (b) the provisions of paragraph 2 below shall apply to such First Homes.

- 1.13 A Chargee seeking to dispose of any of the whole or part of the Affordable Dwellings (which phrase in this paragraph 1.9 does not include Discounted Market Sales Homes and or First Homes) pursuant to any default under the terms of its mortgage or charge or security documentation shall not be bound by the provisions contained in this Schedule 2 provided that it complies with the Chargee's Duty below:

- (a) such Chargee shall first give written notice to the Borough Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date the written notice is received by the Borough Council to complete a disposal of the relevant Affordable Dwellings to another RPSH or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Schedule 2 which provisions shall determine absolutely.

2 FIRST HOME UNITS

2.1 Obligations

Unless otherwise agreed in writing by the Borough Council the Owner covenants with the Borough Council as below save that:

- (a) paragraphs 2.2 to 2.3(b) (inclusive) shall not apply to a First Homes Owner;
- (b) paragraphs 2.4(a) to 2.5(e) (inclusive) apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that

First Homes Owner only in respect of the First Home owned by that First Homes Owner;
and

- (c) paragraph 2.6 applies as set out therein.

2.2 Quantum of First Homes

Where First Homes are to be provided such units shall be retained as First Homes for the life of the Development subject to the terms of this paragraph 2.

2.3 Appearance and Specification

- (a) The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.
- (b) The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.

2.4 Delivery Mechanism

- (a) The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - (i) the First Homes Eligibility Criteria (National); and
 - (ii) the First Homes Eligibility Criteria (Local).
- (b) If after a First Home has been actively marketed for three months (such period to expire no earlier than three months prior to practical completion) it has not been possible to find a willing purchaser who meets the First Homes Eligibility Criteria (Local), paragraph 2.4(a)(ii) shall cease to apply.
- (c) Subject to paragraphs 2.4(f) to 2.4(j), no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.
- (d) No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:



- (i) the Borough Council has been provided with evidence that:
 - (A) the intended purchaser meets the First Homes Eligibility Criteria (National) and (unless paragraph 2.4(b) applies) meets the First Homes Eligibility Criteria (Local);
 - (B) the Dwelling is being Disposed of as a First Home at the Discounted Market Value; and
 - (C) the transfer of the First Home includes:
 - 1) a definition of the "Borough Council" which shall be "Broxtowe Borough Council";

- 2) a definition of "First Homes Provisions" in the following terms:

means "the provisions set out in paragraphs 2.4 to 2.6 of the Schedule 2 to the S106 Agreement a copy of which is attached hereto as the Annexure";

- 3) A definition of "S106 Agreement":

means "the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Borough Council [and] (2) [and (3)]";

- 4) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions; and

- 5) a copy of the First Homes Provisions in an Annexure; and

- (ii) the Borough Council has issued the Compliance Certificate and the Borough Council hereby covenants that it shall issue the Compliance Certificate within 28 days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 2.4(c) and 2.4(d)(i) have been met.

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Broxtowe Borough Council of Council Offices, Foster Avenue, Beeston, Nottingham, NG9 1AB or their conveyancer that the provisions of paragraph 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"

Provided that reference to 'paragraph XX' above shall be to the provision referred to in Paragraph 2.4(d)(i)(C)4).

- (f) The owner of a First Home (which for the purposes of this paragraph shall include the Owner and any First Homes Owner) may apply to the Borough Council to Dispose of it other than as a First Home on the grounds that either:

- (i) the Dwelling has been actively marketed as a First Home for six months in accordance with paragraphs 2.4(a) and 2.4(b) (and in the case of a first Disposal the six months shall be calculated from a date no earlier than six months prior to practical completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 2.4(c) and 2.4(d)(i); or
- (ii) requiring the First Homes Owner to undertake active marketing for the period specified in paragraphs 2.4(f)(i) before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

- (g) Upon receipt of an application served in accordance with paragraph 2.4(f) the Borough Council shall have the right to direct that the relevant First Home is disposed to the Borough Council at the Discounted Market Value.
- (h) If the Borough Council is satisfied that either of the grounds in paragraph 2.4(f) have been made out it shall confirm in writing within 28 days of receipt of the written request made in accordance with paragraph 2.4(f) that the relevant Dwelling may be Disposed of:
 - (i) to the Borough Council at the Discounted Market Value; or
 - (ii) (if the Borough 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 Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 2.4(j) which shall cease to apply on receipt of payment by the Borough Council where the relevant Dwelling is disposed of other than as a First Home.

- (i) If the Borough Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 2.4(f) above have been made out then it shall within 28 days of receipt of the written request made in accordance with paragraph 2.4(f) serve notice on the owner of the First Home setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Borough Council in accordance with paragraph 2.4(f) following which the Borough Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.
- (j) Where a Dwelling is Disposed of other than as a First Home in accordance with paragraph 2.4(h) or paragraph 2.4(i) the owner of the First Home shall pay to the Borough Council forthwith upon receipt of the proceeds of sale the First Homes Contribution.
- (k) Upon receipt of the First Homes Contribution the Borough Council shall:
 - (i) within ten Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 2.4(e) where such restriction has previously been registered against the relevant title; and
 - (ii) apply all monies received towards the provision of Affordable Housing in Broxtowe.
- (l) Any person who purchases a First Home free of restriction pursuant to the provisions in paragraphs 2.4(i) or 2.4(j) shall not be liable to pay the First Homes Contribution to the Borough Council.

2.5 Use

- (a) 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 of other than in accordance with the terms of this Agreement provided that letting or sub-letting shall be permitted in accordance with paragraphs 2.5(b) to 2.5(e) below.
- (b) A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two years, provided that the First Homes Owner notifies the Borough 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 years.

- (c) A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Borough Council and the Borough Council consents in writing to the proposed letting or sub-letting. The Borough Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances in paragraphs 2.5(c)(i) to 2.5(c)(vi):
 - (i) 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;
 - (ii) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - (iii) 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;
 - (iv) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - (v) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - (vi) 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.
- (d) A letting or sub-letting permitted pursuant to paragraphs 2.5(b) or 2.5(c) 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.
- (e) Nothing in this Agreement 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.

2.6 Mortgagee Exclusion

The obligations in paragraphs 2.1 to 2.5(e) in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or Receiver provided that:

- (a) such First Home Mortgagee or Receiver shall first give written notice to the Borough Council of its intention to Dispose of the relevant First Home;
- (b) once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or Receiver to the Borough Council the First Home Mortgagee or Receiver shall be free to sell that First Home at its full Open Market Value and subject only to paragraph 2.6(c);
- (c) following the Disposal of the relevant First Home the First Home 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 Borough Council the First Homes Contribution;

- (d) following receipt of notification of the Disposal of the relevant First Home the Borough Council shall:
 - (i) issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 2.4(e); and
 - (ii) apply all such monies received towards the provision of Affordable Housing in the administrative area of the Borough Council.

3 OPEN SPACE

3.1 Delivery of Open Space

- (a) The Owner covenants with the Borough Council as follows:
 - (i) To submit the On-site Open Space Scheme for a relevant Phase which is to contain On-site Open Space to the Borough Council for approval [on or before Commencement of Development within that relevant Phase] and not to Commence or cause or permit Commencement in a Phase containing On-site Open Space until the On-Site Open Space Scheme for that Phase has been approved in writing by the Borough Council (and such approval or further comments to be provided by the Borough Council within 20 Working Days from such submission (or any subsequent submission), such scheme to include details of the preparation and layout of and equipment for the On-site Open Space together with a timetable for their delivery).
 - (ii) Prior to Occupation of more than 70% of the Dwellings in any Phase containing On-site Open Space to provide prepare layout equipment and complete the On-site Open Space in that Phase in accordance with the approved On-site Open Space Scheme for that relevant Phase, including the timetable for implementation set out therein, to the reasonable satisfaction of the Council and not to Occupy or cause or permit Occupation of more than 70% of the Dwellings within a Phase containing On-site Open Space until the Council (acting reasonably) has confirmed that the On-Site Open Space for that Phase has been laid out in accordance with the On-site Open Space Scheme for that relevant Phase.
- (b) Upon completion of the laying out and equipping of any part of the On-Site Open Space for a relevant Phase, the Owner shall, within 10 Working Days of such completion serve written notice on the Borough Council informing it that the relevant part of the On-site Open Space has been so laid out and equipped.
- (c) The Borough Council shall within 20 Working Days of receipt of a notice mentioned in paragraph 3.1(b) above inspect the part(s) of the On-site Open Space to which the notice relates and shall either certify that the laying out of the relevant On-site Open Space has been completed to the standard and specification required or provide details of any works reasonably required to so complete it and where the Borough Council reasonably requires further works the Owner shall undertake those works within the period specified by the Borough Council and the procedure set out at paragraphs 3.1(a) and 3.1(b) of this Schedule shall be repeated until the Borough Council issues its certificate that the relevant On-site Open Space has been set out to the standard and specification required by Planning Permission.
- (d) In respect of the certificate issued by the Borough Council in paragraph 3.1(c) above, the Borough Council shall issue the certificate within 20 Working Days of certifying the

relevant On-site Open Space has been completed to the standard and specification required.

- (e) Not to allow cause or permit Occupation of more than **70%** of the Dwellings within a relevant Phase until the Borough Council has issued its certificate that all of the On-site Open Space for that Phase has been laid out and equipped in accordance with the approved On-site Open Space Scheme for that Phase.

3.2 Management of On-site Open Space

- (a) The Owner covenants with the Borough Council to maintain or procure the maintenance of the On-site Open Space in each Phase in accordance with the approved On-site Open Space Scheme for the relevant Phase to the Borough Council's reasonable satisfaction until completion of the transfer of the On-site Open Space in the relevant Phase to the relevant Management Company in default of which the Borough Council shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Owner to carry out any maintenance works reasonably required to the On-site Open Space and recover the proper and reasonable costs and expenses involved from the Owner provided always that if the Owner refers the subject of any such notice to dispute resolution in accordance with clause 12 within the specified 25 Working Days, the Borough Council may not carry out any maintenance works or recover any costs or expenses unless and until the arbitrator finds in favour of the Borough Council.
- (b) The Owner shall procure the transfer and management of the On-site Open Space in each Phase to the relevant Management Company as set out below at paragraphs 3.3 and 3.4 inclusive.

3.3 Management Company Purposes and Documents

- (a) The Owner covenants with the Borough Council not to use or Occupy or allow cause or permit the use or Occupation of any of the Dwellings in the relevant Phase until such time as the Owner has at their own expense:
 - (i) appointed a Management Company (provided that the Management Company may be the same party for all Phases of the Development) whose memorandum and articles of association shall be suitable for the activities the Management Company is required to fulfil in relation to the On-site Open Space and the relevant Management Company's certificate of incorporation, memorandum and articles have been submitted to and approved in writing by the Borough Council such approval or further comments to be provided by the Borough Council within 20 Working Days from such submission (or any subsequent submission) or in the absence of any written confirmation deemed confirmation will apply if no confirmation is received within 30 Working Days;
 - (ii) procured that the relevant Management Company nominates a named manager (the "**Management Company Manager**") whose identity may change from time to time responsible for liaising with the owner-occupiers and tenants of the Dwellings.
- (b) The Owner covenants with the Borough Council to transfer the On-site Open Space on each Phase to the relevant Management Company prior to Occupation of the last Dwelling comprised in the relevant Phase such transfer to be in accordance with paragraph 3.4(a) of this Schedule and the land transferred shall thereafter be maintained in accordance with the approved On-site Open Space Scheme for each Phase.

- (c) (b)(c) In the event that the Management Company is dissolved for whatsoever reason, the Owner shall promptly and without delay establish a new Management Company in accordance with this paragraph 3.3.

3.4 **Operation of the Management Company**

The Owner covenants with the Borough Council as follows:

- (a) To procure that Management Company Manager(s) will ensure that their contact details, including their name, address and telephone number, are regularly updated and distributed to the owner-occupiers and tenants of each and every Dwelling.
- (b) To ensure (if applicable) that an estate charge is secured on the first transfer or disposal (not including a charge) of each and every Dwelling and that covenants are contained in the transfer to procure that on every subsequent transfer or disposal (not including a charge) the estate charge is secured in favour of the relevant Management Company.
- (c) To procure that upon transfer of the On-site Open Space on a Phase to the relevant Management Company pursuant to paragraph 2.3(a) above the relevant Management Company shall:
 - (i) not use the On-site Open Space in each relevant Phase for any purpose other than for the provision of recreation and/or amenity spaces for the benefit of the public in accordance with the relevant approved On-site Open Space Scheme for each relevant Phase;
 - (ii) ensure the maintenance and management of the On-site Open Space in each Phase in accordance with the On-site Open Space Scheme for each Phase to the Borough Council's reasonable satisfaction in default of which the Borough Council shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Management Company to carry out any maintenance works reasonably required to the On-site Open Space and recover the proper and reasonable costs and expenses involved from the relevant Management Company provided always that if the Owner refers the subject of any such notice to dispute resolution in accordance with clause 12 within the specified 25 Working Days, the Borough Council may not carry out any maintenance works or recover any costs or expenses unless and until the arbitrator finds in favour of the Borough Council;
 - (iii) not build or allow or permit to be built any building or on the areas transferred other than the structures provided as part of the LEAP on the On-site Open Space;
 - (iv) allow full and unfettered access to the On-site Open Space by the public by foot subject to any need to close the facility for inspection, maintenance, health and safety reasons and to prevent the accrual of rights;
 - (v) not transfer its responsibilities in respect of the Open Space unless that company is a Management Company and the transfer has been approved by the Council in writing (provided that this does not prohibit the Management Company appointing contractors to undertake its responsibilities in respect of the Open Space)

4 FINANCIAL CONTRIBUTIONS

Off-site Open Space Contribution & Off-site Open Space Maintenance Contribution

- 4.1 To pay to the Borough Council [TBC %] of the Off-site Open Space Contribution and the Off-site Open Space Maintenance Contribution, on or before the first Occupation of [50%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Off-site Open Space Contribution and the Off-site Open Space Maintenance Contribution have been paid to the Borough Council.
- 4.2 To pay to the Borough Council the remaining parts of the Off-site Open Space Contribution and the Off-site Open Space Maintenance Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Off-site Open Space Contribution and the Off-site Open Space Maintenance Contribution have been paid to the Borough Council in full.

Healthcare Contribution

- 4.3 To pay to the Borough Council [TBC %] of the Healthcare Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Healthcare Contribution has been paid to the Borough Council. .
- 4.4 To pay to the Borough Council the remaining parts of the Healthcare Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Healthcare Contribution has been paid to the Borough Council in full.

5 PHASING PLAN

- 5.1 [Prior to the Commencement of Development] the Owner shall submit the Phasing Plan to the Borough Council and the Owner shall not [Commence the Development] until the Phasing Plan has been approved by the Borough Council.
- 5.2 Thereafter, the Owner shall carry out the Development in accordance with the Phasing Plan.

SCHEDULE 3

THE BOROUGH COUNCIL'S COVENANTS

The Borough Council covenants with the Owner as follows:

1 BOROUGH FINANCIAL CONTRIBUTIONS

- 1.1 To pay each tranche of each of the Borough Financial Contributions received from the Owner into a separately identified interest-bearing section of the Borough Council's combined accounts as soon as reasonably practicable.
- 1.2 To only expend each tranche of each of the Borough Financial Contributions received from the Owner pursuant to this Agreement for the purposes for which they were paid and for no other purpose whatsoever.
- 1.3 If all or any part of the monies have not been committed or unexpended after the period of [x] years from the date of payment by the Owner to the Borough Council of the last instalment of the relevant contribution it shall following receipt of a request from the Owner repay such unexpended or uncommitted monies to the party that paid the relevant contribution.

2 AFFORDABLE HOUSING

- 2.1 In the event that the Owner serves notice on the Borough Council pursuant to paragraph 1.5 of Schedule 2 confirming that the Owner has been unable to enter into a binding contract with an RPSH for the transfer of the Affordable Dwellings (except the Discounted Market Sales Homes and the First Homes) the Borough Council shall determine whether the Owner has used reasonable endeavours to enter into a binding contract with an RPSH to take a transfer of the Affordable Dwellings (except the Discounted Market Sales Homes and the First Homes) acting reasonably in their judgment and the provision of clause 12 applying as appropriate.
- 2.2 In the event the Borough Council determines that an Affordable Housing Contribution is payable, the Borough Council shall use such contribution solely for the provision of Affordable Housing within the Borough Council's administrative area and for no other purpose whatsoever.

SCHEDULE 4

NOTICE OF COMMENCEMENT OF DEVELOPMENT

NOTICE TO THE BROXTOWE BOROUGH COUNCIL OF COMMENCEMENT OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of Section 106 Agreement:

Notice is hereby given to the Borough Council that works to implement the above planning permission will commence on

Signed:

For and on behalf of:

Contact name and telephone no:

Contact e-mail address:

Date:

Complete and send this form to Broxtowe Borough Council Planning Department at the address below:

Broxtowe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

SCHEDULE 5

OCCUPATION NOTICE

NOTICE TO BROXTOWE BOROUGH COUNCIL OF OCCUPATION OF DEVELOPMENT

Planning Permission Reference:

Development Site:

Description of Development:

Date of Section 106 Agreement:

Notice is hereby given to the Borough Council that the [] Dwelling to be constructed pursuant to the Development shall be available for Occupation in accordance with the Section 106 Agreement dated [] and made between (1) Broxtowe Borough Council (2) Nottinghamshire County Council (3) Bloor Homes Limited (4) Heart Church relating to the above development will occur on

Signed:

For and on behalf of:

Contact name and telephone no:

Contact e-mail address:

Date:

Complete and send this form to Broxtowe Borough Council at the address below.

Broxtowe Borough Council
Council Offices
Foster Avenue
Beeston
Nottingham
NG9 1AB

SCHEDULE 6

THE OWNER'S COVENANTS TO THE COUNTY COUNCIL

1 COUNTY FINANCIAL CONTRIBUTIONS

The Owner covenants with the County Council as follows:

Bus Service Contribution

- 1.1 To pay to the Borough Council [TBC %] of the Bus Service Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Bus Service Contribution has been paid to the Borough Council. .
- 1.2 To pay to the Borough Council the remaining parts of the Bus Service Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Bus Service Contribution has been paid to the Borough Council in full.

Bus Stop Contribution

- 1.3 To pay to the Borough Council [TBC %] of the Bus Stop Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Bus Stop Contribution has been paid to the Borough Council. .
- 1.4 To pay to the Borough Council the remaining parts of the Bus Stop Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Bus Stop Contribution has been paid to the Borough Council in full.

Community Transport Contribution

- 1.5 To pay to the Borough Council [TBC %] of the Community Transport Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Community Transport Contribution has been paid to the Borough Council. .
- 1.6 To pay to the Borough Council the remaining parts of the Community Transport Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Community Transport Contribution has been paid to the Borough Council in full.

Cycle and Walking Routes Contribution

- 1.7 To pay to the Borough Council [TBC %] of the Cycle and Walking Routes Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Cycle and Walking Routes Contribution has been paid to the Borough Council. .
- 1.8 To pay to the Borough Council the remaining parts of the Cycle and Walking Routes Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Cycle and Walking Routes Contribution has been paid to the Borough Council in full.

Library Contribution

- 1.9 To pay to the Borough Council [TBC %] of the Library Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Library Contribution has been paid to the Borough Council. .

- 1.10 To pay to the Borough Council the remaining parts of the Library Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Library Contribution has been paid to the Borough Council in full.

Primary Education Contribution

- 1.11 To pay to the Borough Council [TBC %] of the Primary Education Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Primary Education Contribution has been paid to the Borough Council. .
- 1.12 To pay to the Borough Council the remaining parts of the Primary Education Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Primary Education Contribution has been paid to the Borough Council in full.

Secondary Education Contribution

- 1.13 To pay to the Borough Council [TBC %] of the Secondary Education Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Secondary Education Contribution has been paid to the Borough Council. .

To pay to the Borough Council the remaining parts of the Secondary Education Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Secondary Education Contribution has been paid to the Borough Council **SEND Contribution**

- 1.14 To pay to the Borough Council [TBC %] of the SEND Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the SEND Contribution has been paid to the Borough Council. .
- 1.15 To pay to the Borough Council the remaining parts of the SEND Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the SEND Contribution has been paid to the Borough Council in full.

Sustainable Transport Contribution

- 1.16 To pay to the Borough Council [TBC %] of the Sustainable Transport Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until [TBC %] of the Sustainable Transport Contribution has been paid to the Borough Council. .
- 1.17 To pay to the Borough Council the remaining parts of the Sustainable Transport Contribution on or before the first Occupation of [X%] of the Dwellings and not to Occupy [X]% of the Dwellings until the Sustainable Transport Contribution has been paid to the Borough Council in full.

SCHEDULE 7

THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as follows:

1 COUNTY FINANCIAL CONTRIBUTIONS

- 1.1 To pay each tranche of each of the County Financial Contributions received from the Owner into a separately identified interest-bearing section of the Borough Council's combined accounts as soon as reasonably practicable.
- 1.2 To only expend each tranche of each of the County Financial Contributions received from the Owner pursuant to this Agreement for the purposes for which they were paid and for no other purpose whatsoever.
- 1.3 To provide full details of the expenditure of the relevant County Financial Contributions as soon as reasonably possible following a request in writing from the Owner.
- 1.4 If all or any part of the monies have not been committed or unexpended after the period of ten years from the date of payment by the Owner to the County Council of the last instalment of the relevant contribution it shall following receipt of a request from the Owner repay such unexpended or uncommitted monies to the party that paid the relevant contribution.

EXECUTED as a **DEED** by affixing the company seal of
BROXTOWE BOROUGH COUNCIL
acting by [*name of member*], a member

Signature of Member

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed

EXECUTED as a **DEED** by affixing the company seal of
NOTTINGHAMSHIRE COUNTY COUNCIL
acting by [*name of member*], a member

Signature of Member

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed

EXECUTED as a **DEED** by
HEART CHURCH
acting by two directors

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed



Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed

EXECUTED as a **DEED** by
BLOOR HOMES LIMITED
acting by two Attorneys

Attorney

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed

Attorney

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address
.....
.....

I confirm that I was physically present when signed this deed