

DS9359 43557 CP

Dated 24 JANUARY 2025

REDROW HOMES LIMITED

and

ANDREW MICHAEL CHARLES

and

NATIONAL WESTMINSTER BANK PLC

IN FAVOUR OF

HINCKLEY & BOSWORTH BOROUGH COUNCIL

And

LEICESTERSHIRE COUNTY COUNCIL

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

pursuant to Section 106 of the Town and Country Planning Act 1990

Planning Application number 23/01229/OUT
Appeal Ref: APP/K2420/W/24/3348387

Land East of the Common, Barwell, Leicester



Redrow Homes Limited
Redrow House
St David's Park
Flintshire
CH5 3RX

Ref JL/SJS/H45

David Ball 16 JAN 2025 Gogarburn Mailroom

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THIS DEED is made the 24th day of JANUARY 2025

BY:

- (1) **REDROW HOMES LIMITED** (company registration number 01990710) of Redrow House, St David's Park, Ewloe, Deeside, CH5 3RX ("the **First Owner**")
 - (2) **ANDREW MICHAEL CHARLES** of Swanbourne, Dawsons Lane, Barwell, Leicester, LE9 8BE ("the **Second Owner**"); and
 - (3) **NATIONAL WESTMINSTER BANK PLC** (company registration number 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF ("the **Mortgagee**")
- to
- (4) **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire LE10 0FR ("the **Borough Council**"); and
 - (5) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Leicester Rd, Glenfield, Leicester LE3 8RA ("the **County Council**")

RECITALS:

- (A) The Borough Council is the district planning authority within the meaning of the 1990 Act in respect of the Property
- (B) The County Council is the Highway Authority for Leicestershire and will be responsible for monitoring and the discharge and enforcement of the obligations expressly given for the benefit of the County Council.
- (C) The First Owner is the registered proprietor of the First Property with title absolute registered at HM Land Registry under title number LT490648 which is subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances
- (D) The Second Owner is the registered proprietor of the Second Property with title absolute registered at HM Land Registry under title number LT440322
- (E) The Mortgagee is the registered proprietor of the charge dated 6 July 2018 and registered at entries 5 and 6 of the charges register of Title number LT440322
- (F) The Planning Application made to the Borough Council by the Second Owner for planning permission for the Development as described in the Planning Application was refused by the Borough Council on the 17th June 2024
- (G) The Second Owner has submitted the Appeal to the Secretary of State against the refusal of planning permission and the Appeal has been allocated reference APP/K2420/W/24/3348387
- (H) The Owners have entered into this Unilateral Undertaking in favour of the Borough Council for the purposes of section 106 of the 1990 Act.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"CIL Regulations"	the Community Infrastructure Levy Regulations 2010 as amended;
"Commencement"	means the commencement of the Development by the carrying out of a material operation (as defined by section 56(4) of the 1990 Act) provided always that: (a) any works necessary in undertaking a land survey or investigation of or obtaining soil samples from the Property whether that be in respect of any requirements for environmental or ecological studies or otherwise; (b) any remedial works on the Property necessary to prevent the risk of harm to human health and safety or required in order to remediate the Property or comply with any condition imposed upon the grant of a planning permission or any license; (c) works of demolition and Property clearance including earth works, re-grading, below ground works and landscape clearance works; (d) works of archaeological excavation on the Property; (e) erection of hoardings, temporary enclosures, fences and other security measures on the Property including any advertisements upon them; (f) works for the removal, provision and diversion of services; (g) the provision of haul roads and construction of temporary accesses and parking areas to facilitate the carrying out of the Development; (h) erection of temporary facilities for security personnel and the erection of security cameras; (i) the construction of a temporary Property compound and welfare facilities/buildings/enclosures or a temporary marketing suite that does not form a structure or part of a structure that will

become a Dwelling after its use as a temporary marketing suite;

- (j) any other preparatory works as may be agreed in writing with the Borough Council,

shall for the purposes of this Deed and no other purposes be deemed not to constitute a material operation and consequently shall not individually or together constitute works which shall begin or be deemed to commence the Development and **"Commence"** **"Commenced"** **"Commencement"** and **"Commence the Development"** shall be construed accordingly;

"Contributions"

means the financial contributions to be paid to the Borough Council or the County Council pursuant to the Deed whose amounts (£) are defined (subject only to being Index Linked) in this Deed and **"Contribution"** shall be construed accordingly;

"Decision Letter"

the decision letter issued by the Secretary of State in determination of the Planning Appeal and the Planning Application;

"Development"

means the development of the Property in accordance with the outline planning application for the erection of up to 95 dwellings and in accordance with the Planning Permission;

"Dwelling"

means any unit of self-contained residential accommodation constructed on the Property pursuant to the Planning Permission;

"First Property"

the freehold land at Dawsons Lane, Barwell, Leicester shown edged red on the Plan appended hereto at Appendix A and registered at HM Land Registry with absolute title under title number LT490648;

"Index"

means the Royal Institution of Chartered Surveyors' Building Cost Information Service All In Tender Price Index or such other index as may replace it and be agreed for use by the parties hereto;

"Indexation Date"

means the date immediately preceding the date hereof when the last firm figure was published for the Index unless expressly stated otherwise in this Deed;

"Index Linked"

means the Contribution is to be adjusted by reference to the amount of any increase in the applicable Index over the period from the Indexation Date to the last, firm figure published for the Index for the month immediately prior to payment of the relevant Contribution to the Borough Council or the

	County Council (or where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose the date of application of such sum for the specified purpose) and "Indexation" shall be construed accordingly;
"Inspector"	means an inspector appointed by the Secretary of State to determine the Appeal
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time;
"Local Employment Strategy"	means a strategy which seeks to ensure that the construction of any building as part of the Development provides appropriate employment and training opportunities for local companies and individuals, to include the following; • participation in local labour initiatives • inclusion of local contractors and suppliers (either directly or through subcontractors) in tender lists for the provision of subcontract trades and the provision of plant, materials and services for the Development, • hosting of workshops to introduce small and medium sized contractors to larger contractors undertaking works on the Development • liaison (either directly or through subcontractors) with local training and education establishments (which shall include the North Warwickshire and South Leicester College) and using reasonable endeavours with regard to facilitating employment, training, work experience and apprenticeship opportunities for students, and • liaison (either directly or through subcontractors) with local agencies and using reasonable endeavours with regard to facilitating employment, training, work experience and apprenticeship opportunities for specified groups such as long term unemployed young offenders and vulnerable individuals
"Occupation"	means occupation of a Dwelling for its intended purpose pursuant to the Planning Permission save for the purpose of construction fitting out security or marketing and the expressions "Occupy" "Occupied" and "Occupant" shall be construed accordingly;
"Owners"	Means together the First Owner and the Second Owner

"Parties"	means the parties to this Deed and "Party" shall be construed accordingly;
"Plan"	means the plan annexed to this Deed;
"Planning Application"	means the outline planning application for the Development with reference 23/01229/OUT submitted by Redrow Homes Limited;
"Planning Appeal"	the appeal lodged under reference APP/K2420/W/24/3348387 against the refusal of permission by the Borough Council of the Planning Application;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application subject to any non-material amendment thereto which may be authorised from time to time pursuant to section 96A of the Act;
"Practical Completion"	means the issue of a certificate of practical completion by the Owners confirming that the relevant works have been completed in all material respects and which in relation to a Dwelling will be accompanied by a NHBC Buildmark Cover Note and the words "Practically Completed" shall be construed accordingly;
"Property"	Means together the First Property and the Second Property;
"RICS"	means the Royal Institution of Chartered Surveyors;
"Second Property"	the freehold land at Dawsons Lane, Barwell, Leicester shown edged red (but not edged green) on the Plan appended hereto at Appendix B and registered at HM Land Registry with absolute title under title number LT440322;
"Secretary of State"	the Secretary of State for Levelling Up Communities and Local Government or other person for the time being empowered to determine the Planning Appeal under the 1990 Act;
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 2 January inclusive.

1.2 In this Deed where the context so requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to Clauses schedules and paragraphs are references to Clauses schedules and paragraphs in this Deed except where otherwise specified;
- 1.2.3 references to a paragraph or sub-paragraph in a Schedule are references to

paragraphs or sub-paragraphs in that Schedule except where otherwise specified;

- 1.2.4 title headings to the Clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;
- 1.2.5 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification, extension, consolidation or re-enactment thereof for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it;
- 1.2.6 where two or more persons form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually unless there is express provision otherwise;
- 1.2.7 where an obligation falls to be performed by more than one party, the obligation can be enforced against all of them jointly and against each of them individually.
- 1.2.8 the expression the "First Owner" shall include successors in title to the First Owner and its assigns and all persons deriving title to all or part of the First Property under or through them
- 1.2.9 the expression the "Second Owner" shall include successors in title to the Second Owner and its assigns and all persons deriving title to all or part of the Second Property under or through them
- 1.2.10 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

2. COMMENCEMENT

- 2.1 Save for this Clause and Clauses 3.2, 4 and 6 to 13 which shall come into effect on the date hereof the provisions of this Deed shall come into effect following issue of the Planning Permission and Commencement of Development with the exception of the following provisions which shall take effect upon grant and issue of the Planning Permission only:
 - 2.1.1 Clause 5
 - 2.1.2 Paragraph 1.1 and 1.2 of Schedule 1, Part A
 - 2.1.3 Paragraph 1.1 of Schedule 2
 - 2.1.4 Paragraph 1 of Schedule 9

3. OWNERS' COVENANTS

- 3.1 Subject always to the provisions of clause 4.2 and clause 4.11 the Owners hereby covenant with the Borough Council to observe and perform their obligations set out in Schedules 1 to 9 (inclusive)
- 3.4 The Owners hereby warrant and confirm that they are the freehold owners of the whole of the Property and have full power to enter into this Deed and that no person other than the Owners and the Mortgagee have a legal estate equitable or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof.

4. LEGAL EFFECT

- 4.1 This Deed is entered into by unilateral undertaking and constitutes a planning obligation for the purposes of section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 4.2 Subject to Clause 4.4 and 5.10 the obligations, covenants and undertakings on the part of the Owners are entered into with the intent that they are enforceable not only against the Owners (although only in relation to the relevant part of the land) but also against any successors in title or assigns of the Owners and any person claiming through or under the Owners an interest or estate in the Property or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.
- 4.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 1 of the Localism Act 2011 section 111 Local Government Act 1972 and all other enabling powers.
- 4.4 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed after he shall have parted with all interest in the Property or part of the Property in respect of which such breach occurs (or whilst he shall have no interest in the part of the Property in respect of which such breach occurs) but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 4.5 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 4.6 Nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Borough Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.
- 4.7 If it is adjudged by any Court or other tribunal of competent jurisdiction that any part (as opposed to the whole) of this Deed is invalid, unlawful or unenforceable that part of the Deed shall be construed as severable from the remainder of this Deed to the effect that the Deed shall be construed and be enforceable as if the said part was never included in this Deed.
- 4.8 For the purposes of clause 4.4 a person parts with all interest in the Property or part thereof (or has no interest in respect of a part thereof) notwithstanding the existence or reservation of any rights or the imposition of any covenants or restrictions over it enforceable by or otherwise benefiting him.
- 4.9 The planning obligations in this Deed shall not be enforceable against:
- 4.9.1 owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them save only in respect of
 - 4.9.1.1 paragraph 2.6 of Schedule 1, Part A in respect of Affordable Housing Units (as defined in Schedule 1) but always subject to paragraph 5 of Schedule 1 Part A; and
 - 4.9.1.2 where the individual Dwelling is a First Home (as defined in Schedule 1), the provisions of Schedule 1 Part B but subject always to paragraph 6 of Schedule 1 Part B;

provided that any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire or any owner of Shared Ownership Unit (as defined in Schedule 1) who has staircased up to 100% (or any successor in title thereto) or to any completed Affordable Housing Dwelling where a Registered Provider sells to a tenant through "Social Homebuy" funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof or any mortgagee or chargee of any such purchaser nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons shall not be subject to the provisions of paragraph 2.5 of Schedule 1, Part A in respect of Affordable Housing Units

- 4.9.2 any mortgagee or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or any receiver unless and until it become a mortgagee in possession; nor
- 4.9.3 any statutory undertaker holding an estate or interest in the Property or part of the Property nor against plant equipment conduits or structures located there for its operational purposes; nor
- 4.9.4 anyone whose only interest in the Property is in the nature of the benefit of an easement or covenant; nor
- 4.9.5 any RP (as defined in Schedule 1) acquiring an interest in the Property pursuant to Schedule 1 save that such RP shall be bound by the provisions of the said Schedule 1 in so far as the provisions relate to the ongoing use of the Dwellings which it owns for Affordable Housing purposes;
- 4.9.6 a Management Company (as defined in Schedule 2) to whom any part of the Property is disposed pursuant to Schedule 2 save that such Management Company shall be bound by the provisions of Schedule 2 in so far as the provisions relate to the maintenance and management of the Managed Areas (as defined in Schedule 1); and
- 4.9.7 any successors in title to the parties listed at clauses 4.9.1 to 4.9.6 inclusive
- 4.10 Subject always to Clause 10.3 in respect of any planning permission granted pursuant to a section 73 application, nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable pursuant to this Deed in respect of any development carried out pursuant to such other planning permission.
- 4.11 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person. Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 4.12 The First Owner agrees with the Second Owner that on the transfer of any part of the Second Property to the First Owner to provide the Second Owner such indemnity as is reasonable to protect the Second Owner from any liability to the Borough Council or County Council under this Deed.

5. NOTICES

5.1 The Owners shall notify the Borough Council in writing within 10 (ten) Working Days after each of the following:

5.1.1 Commencement of the Development;

5.1.2 First Occupation of the Development;

5.1.3 First Occupation of the 33rd Dwelling;

5.1.4 First Occupation of the 66th Dwelling;

5.1.5 First Occupation of 50% of the Market Housing Unit; and

5.1.6 First Occupation of 80% of the Market Housing Unit.

6. VALIDITY OF NOTICES

6.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by letter by way of first class post or recorded delivery post or hand to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

6.1.1 if to the Borough Council: to its address specified above and marked for the attention of the Head of Legal Services and the Head of Planning or such other successor officer responsible to development management matters at the Borough Council;

6.1.2 if to the First Owner: to its address specified above or such other address for service as shall have been previously notified by the Owner in writing and if the Owner is a company then to be made for the attention of the Company Secretary;

6.1.3 if to the Second Owner: to its address specified above or such other address for service as shall have been previously notified by the Second Owner in writing and if the Second Owner is a company then to be made for the attention of the Company Secretary; and

6.1.4 to the Mortgagee at the address specified above and marked with reference: "LT440322/Barwell/Charles" or such other address for service as shall have been previously notified by the Mortgagee in writing

6.2 Any notice request or demand or other written communication shall be deemed to have been served as follows:

6.2.1 if delivered by hand, the next Working Day after the day of delivery unless the delivery was signed for in which case it shall be the time the delivery was signed for that service will be deemed to have occurred;

6.2.2 if sent by first class post, the day 2 Working Days after the date of posting; or

6.2.3 if sent by recorded delivery, at the time delivery was signed for,

and in proving service for the purposes of either Clauses 6.2.2 or 6.2.3 it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid envelope.

6.3 If a notice, demand or any other communication is served after 4.00pm 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.

- 6.4 Any notice or other written communication to be given by the Borough Council will be deemed valid and effectual if on its face it is signed on behalf of the Borough Council (as appropriate) by an officer or duly authorised signatory.

7. MORTGAGEE'S RELEASE

- 7.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Second Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Second Property.
- 7.2 The Mortgagee (or any future lender whose interest in the Second Property is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Second Property.

8. LOCAL LAND CHARGE PROVISIONS

- 8.1 This Deed is a local land charge and shall be registered by the Borough Council as such.

9. INDEXATION, LATE PAYMENT AND VAT

- 9.1 The Contributions payable by the Owners pursuant to the Schedules of this Deed shall be Index Linked and where the Owners are required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked.
- 9.2 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

10. DURATION

- 10.1 This Deed will end (to the extent it has not already been complied with), if prior to Commencement the Planning Permission:
- 10.1.1 is quashed or revoked;
- 10.1.2 is modified by any statutory procedure without the consent of the Owners; or
- 10.1.3 expires before Commencement.
- 10.2 In the event that the Borough Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application Planning Permission and the Development shall relate to and bind any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Deed shall apply to development under such subsequent planning permissions save where the Borough Council in its consideration of such an application for the new planning permission indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106A of the Act will be required to secure relevant planning obligations relating to the new planning permission

10.4 If after the date of this Deed a CIL is introduced that is applicable to the Development then the parties to this Deed will use reasonable endeavours to agree variations to this Deed with the intent that:

10.4.1 the planning obligations secured by this Deed should continue to be secured and delivered; and

10.4.2 the Owners should not be in a financially worse position because of CIL than it would be if they performed the obligations of this Deed and no CIL had been introduced

11 CHANGE IN OWNERSHIP

The Owners covenant to notify the Borough Council with immediate written notice of any change in ownership of any part of the Property (other than a disposal to any person against whom this Deed is not enforceable pursuant to Clause 4.9) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation purchased by reference to a plan PROVIDED THAT this Clause shall not apply to changes in ownership in respect of individual residential plot sales of Dwellings.

12. WAIVER

No waiver (whether expressed or implied) by the Borough Council of any breach or default by the Owners in complying with any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owners of the relevant terms or conditions or for acting upon any subsequent breach or default.

13. JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

14. DELIVERY

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1
Part A - Affordable Housing

In this Schedule the following words and expressions below shall mean as follows:

"2008 Act"	means the Housing and Regeneration Act 2008;
"Affordable Housing"	means affordable housing as described and defined in annex 2 of the NPPF and including First Homes;
"Affordable Housing Contract"	means a binding contract with a RP for the sale (which shall be by way of freehold or long leasehold) and construction of the Affordable Housing Units;
"Affordable Housing Units"	means 35% of the Dwellings within the Development which have been identified in the Affordable Housing Scheme and which constitute Affordable Housing, comprising: a) 25% as First Homes; b) 56% as Affordable Rented Units c) 19% as Shared Ownership units
"Affordable Housing Scheme"	means a scheme specifying the breakdown of the location, number, type, tenure and size of Affordable Housing Units to be provided at the Development
"Affordable Rent"	means the rent charged for an Affordable Rented Unit which is up to 80% of local market rent including Service Charge but not exceeding the Local Housing Allowance for a similar type of property in the relevant rental market area allowing for any modifications to a level of allowance as published by the Government;
"Affordable Rented Unit"	Means rented housing let at Affordable Rent and (for where such Affordable Rented Units are owned by a RP only) which complies with the definition of 'Affordable housing for rent' in annex 2 of the NPPF;
"First Homes"	as defined in Schedule 1 Part B
"Homes England"	means the Government's agency for the administration of affordable housing subsidy or any successor agency/organisation taking over such functions;
"Local Housing Allowance"	means the maximum amount of rent that can be used when calculating entitlement to housing benefit, depending on the number of people in a household and in the case of this Deed based on the location of the Dwelling and for the avoidance of doubt it is acknowledged that the Local Housing Allowance is updated annually;

"Market Housing Unit"	means any Dwelling which is not an Affordable Housing Unit and "Market Housing Units" shall be construed accordingly;
"NPPF"	means National Planning Policy Framework (December 2024) or any relevant planning policy statement guidance notes or circulars and which is current at the date of this Deed;
"RP"	means a registered provider being a social landlord registered with Homes England as defined in the 2008 Act or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owners;
"Service Charge"	means the amount payable by the Occupant of any Affordable Housing Unit for all services repairs maintenance and improvements of a communal nature and insurance of the building and curtilage including estate management costs to the extent that all costs in the Service Charge have been reasonably incurred;
"Shared Ownership Unit"	means an Affordable Housing Unit which is disposed of by way of a Shared Ownership Lease to persons who cannot afford to meet their housing needs in the open market;
"Shared Ownership Lease"	means a lease in accordance with the guidance on model leases issued by Homes England in the Affordable Housing Capital Funding Guide 2021 to 2026 or any superseding guidance under which a Shared Ownership Unit may be disposed of by way of shared ownership lease granted at a premium to be paid by the shared ownership lessee upon completion or raised by way of mortgage or charge and an annual rental element which is a percentage of the market value of the unsold equity as at the date of the grant of the lease and under which the provisions of the lease enable the shared ownership lessee to acquire the balance of the equity interest in the relevant Shared Ownership Unit;

1. AFFORDABLE HOUSING SCHEME

- 1.1 Prior to Commencement of the Development to submit an Affordable Housing Scheme for the Affordable Housing Units to the Borough Council for approval in writing (such approval not to be unreasonably withheld or delayed).
- 1.2 To construct and complete the Affordable Housing Units in accordance with the Affordable Housing Scheme approved by the Borough Council and the provisions of this Schedule 1 Part A & Part B

2. DELIVERY MECHANISM

- 2.1 The Affordable Housing Units (save for any First Homes) shall be transferred to one or more RPs together with and including:
 - (a) rights for such foul surface water sewers and water gas if provided electricity and telecommunications service systems for the Affordable Housing Units as appropriate for their use;

- (b) full and free rights of access both pedestrian and vehicular from a public highway to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption;
 - (c) full and free rights for the passage of water soil electricity gas if provided and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant part of the Affordable Housing Units subject to any standard conveyancing requirements in respect of pro rata payments relating to the repair and maintenance of such accessways pending adoption.
- 2.2 The Owners shall construct the Affordable Housing Units in accordance with the details approved by the Borough Council pursuant to paragraph 1.1 provided that if a contract for the transfer of each of the Affordable Housing Units (excluding any First Homes) has not been entered into within 6 (six) months of the date of first marketing or where such contract has been entered into but terminated by the relevant RP then the Owners shall be entitled to seek the Borough Council's approval of an alternative tenure mix/split for the Affordable Housing Units AND the Borough Council shall be entitled to request such evidence as is reasonably required to determine the Owners' application made pursuant to this paragraph 2.2.
- 2.3 The Owners covenant with the Borough Council to the intent that following completion of a transfer of any Affordable Housing Units to a RP the obligations in paragraphs 3 and 4 of this Schedule shall (subject to paragraph 5) be binding on the RP to whom the Affordable Housing Units are transferred and all future successors in title.
- 2.4 No more than 50% Market Housing Units in the Development shall be first Occupied until 50% Affordable Housing Units in the Development:
 - 2.4.1 have achieved Practical Completion; and (save for any First Homes)
 - 2.4.2 been transferred to a RP.
- 2.5 No more than 80% Market Housing Units in the Development shall be first Occupied until the remaining 50% Affordable Housing Units in the Development:
 - 2.5.1 have achieved Practical Completion; and (save for any First Homes)
 - 2.5.2 been transferred to a RP.
- 2.6 Subject to paragraph 5 of this Schedule 1 from the date of Practical Completion of the Affordable Housing Units (excluding any First Homes) they shall only be used for Affordable Housing and shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme.
- 2.7 The Owners covenant to notify the Borough Council within fourteen days of the transfer of any of the Affordable Housing Units to a Registered Provider of the date of such transfer and to provide the Borough Council with details of the Registered Provider to which the Affordable Housing Unit was transferred
- 2.8 Subject to the provisions of this Deed no Affordable Rented Units shall be used for any purpose other than the provision of affordable housing for rent under the Hinckley and Bosworth Choice-Based Lettings Scheme and in accordance with the objectives of the Borough Council's Housing Allocations Policy ("HAP") in force from time to time to persons in need of affordable housing within the Borough and being such persons as shall be agreed between the Borough Council and the Relevant Registered Provider who satisfy the Borough connection within the Local Connections criteria as defined in

the HAP PROVIDED THAT if within 28 days of the Registered Provider notifying the Borough Council in writing of a dwelling becoming vacant no such qualifying person/s can be found to occupy the dwelling the Relevant Registered Provider may let the dwelling to any person/s who satisfy their normal letting criteria

3. AFFORDABILITY LEVELS

- 3.1 The rent payable by the Occupant of an Affordable Rented Unit shall be an Affordable Rent.
- 3.2 The initial premium and the rent payable by the Occupant of any Shared Ownership Unit shall be as follows:-
- 3.2.1 the initial premium shall be no less than 10% and not more than 75% of the market value as at the date of the lease; and
- 3.2.2 the annual rental element shall be no more than 3% of the unsold equity at the date of the lease.

4. SHARED OWNERSHIP UNITS

Shared Ownership Units shall not be disposed of on their initial sale other than by way of Shared Ownership Lease unless otherwise agreed in writing by the Borough Council (such agreement not to be unreasonably withheld or delayed).

5 MORTGAGEE EXCLUSION CLAUSE

- 5.1 The provisions of this Schedule 1 part A shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "**Receiver**")) of the whole or any part of the Affordable Housing Units (excluding any First Homes) or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 5.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Borough Council of its intention to dispose of a Affordable Housing Unit and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of a Affordable Housing Unit to another registered provider 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
- 5.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit free from the affordable housing provisions in Part A of this Schedule which provisions shall determine absolutely

Part B – First Homes

The following words and expressions below shall mean as follows:-

“Additional First Homes Contribution”	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraph 4.7, 4.8 or 6, the lower of the following two amounts: (a) 30% of the sale proceeds; and (b) the sale proceeds less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation. For this purpose, the “amount due and outstanding to any Mortgagee” shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owners to the Mortgagee under the terms of any mortgage, but for the avoidance of doubt shall not include any other costs or expenses incurred by the First Homes Owners 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.
“Armed Services Member”	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
“Compliance Certificate”	means the certificate issued by the Borough Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria in the form at Appendix C
“Development Standard”	means to a standard that shall fully comply with the following:- (a) the Affordable Housing Scheme; (b) the Planning Permission and the same may be amended by written agreement of the Parties;
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%
“Disposal”	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or sub-letting in accordance with paragraph 5;
- (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 Owners; or
- (c) an Exempt Disposal

and “Disposed” and “Disposing” shall be construed accordingly

“Eligibility Criteria”

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

- (a) the purchaser is a First Time Buyer (and 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.

“Exempt Disposal”

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

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owners;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owners;
- (c) Disposal to a former spouse or former civil partner of a First Homes Owners 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; or
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 6 shall apply to such sale)

Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 5

“First Home”

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

“First Homes Owners”

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

- (a) the Owners;
- (b) a developer to which 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 has been transferred; or
- (c) a tenant or sub-tenant of a permitted letting under paragraph 5

“First Homes Unit” means a house identified in the Affordable Housing Scheme as a First Home

“First Time Buyer” means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

“Income Cap” means 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

“Market Value” means the open market value as assessed by a Valuer of Dwellings as confirmed to the Borough Council by the First Homes Owners 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 the 30% discount in the valuation

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

“Practical Completion” means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied

“Price Cap” means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

“SDLT” means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

“Secretary of State” means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function

“Valuer” means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owners and acting in an independent capacity

1 OBLIGATIONS

- 1.1 Unless otherwise agreed in writing by the Borough Council (such agreement not to be unreasonably withheld or delayed), the Owners for and on behalf of itself and its successors in title to the Property with the intention that the following provisions shall bind the Property and every part of it into whosoever's hands it may come covenants with the Borough Council as below save that:

1.1.1 paragraphs 2 and 3 shall not apply to a First Homes Owners; and

1.1.2 paragraphs 4 and 5 apply as set out therein, save that where a First Home is owned by a First Homes Owners they shall apply to a First Homes Owners, but only in respect of the relevant First Home owned by that First Homes Owners).

2. QUANTUM OF FIRST HOMES

- 2.1 The Dwellings identified as First Homes in the Affordable Housing Scheme and which have been reserved and set aside as First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. DEVELOPMENT STANDARD

- 3.1 All First Homes shall be constructed to the Development Standards save where the Borough Council agrees (acting reasonably and without delay) that alternative development standards shall apply

4. DELIVERY MECHANISM

- 4.1 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 the Eligibility Criteria

- 4.2 Subject to paragraphs 4.5 to 4.9, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

- 4.3 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

4.3.1 The Borough Council has been provided with evidence that:

4.3.1.1 the intended purchaser meets the Eligibility Criteria

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

4.3.1.3 the transfer of the First Home includes:

4.3.1.3.1 a definition of the "Borough Council" which shall be Hinckley & Bosworth Borough Council

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

"means the provisions set out in Schedule 1, Part B, paragraphs 4.1 – 4.8 of the Planning Obligation by Unilateral Undertaking a copy of which is attached hereto as the Annexure."

4.3.1.3.3 A definition of "Planning Obligation by Unilateral Undertaking" means the Deed made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made by (1) Redrow Homes Limited (2) Andrew Michael Charles and (3) National Westminster Bank Plc

4.3.1.3.4 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

4.3.1.3.5 a copy of the First Homes Provisions in an Annexure

4.3.2 The Borough Council has issued the Compliance Certificate

4.4 On the first Disposal of each and every First Home the Owners shall 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 a conveyancer that the provisions of clause XX [the First Homes provision] of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

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

4.5.1 the Dwelling has been actively marketed as a First Home for six (6) months (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 4.2 and 4.3.1; or

4.5.2 requiring the First Homes Owners to undertake active marketing for the period specified in paragraph 4.5.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owners undue hardship

4.6 Upon receipt of an application served in accordance with paragraph 4.5 the Borough Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

4.7 If the Borough Council is satisfied that either of the grounds in paragraph 4.5 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.5 that the relevant Dwelling may be Disposed of:

4.7.1 to the Borough Council at the Discount Market Price; or

4.7.2 (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 Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 4.9 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

4.8 If the Borough Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 4.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.5 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home, and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Borough Council in accordance with paragraph 4.5 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.

4.9 Where a relevant Dwelling is Disposed of other than (a) as a First Home or (b) to the Borough Council at the Discount Market Price in accordance with paragraphs 4.7 or 4.8 above the owner of the First Home shall pay to the Borough Council forthwith upon receipt of the sale proceeds the Additional First Homes Contribution

4.10 Upon receipt of the Additional First Homes Contribution the Borough Council shall:

4.10.1 within 10 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.4 where such restriction has previously been registered against the relevant title

4.10.2 Apply all monies received towards the provision of Affordable Housing

4.11 Any person who purchases a First Home free of the restrictions in this Schedule 1 Part B pursuant to the provisions in paragraphs 4.8 and 4.9 shall not be liable to pay the Additional First Homes Contribution to the Borough Council.

5 USE

5.1 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 otherwise than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 5.2 – 5.4 below.

1.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owners 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 (2) years.

5.2 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 unreasonably withhold such consent in any of circumstances (a) – (f) below:

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

5.3 A letting or sub-letting permitted pursuant to paragraph 5.1 or 5.3 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.

5.4 Nothing in this paragraph 5 prevents a First Homes Owners 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.

6 MORTGAGEE EXCLUSION

6.1 The obligations in paragraphs 2-5 of this Schedule 1 Part B in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such 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 Mortgagee or Receiver PROVIDED THAT:

- 6.1.1 such Mortgagee or Receiver shall first give written notice to the Borough Council of its intention to Dispose of the relevant First Home; and
- 6.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Borough Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.1.3
- 6.1.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and

reasonable costs and expenses pay to the Borough Council the Additional First Homes Contribution.

6.1.4 following receipt of notification of the Disposal of the relevant First Home the Borough Council shall:

- (a) forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 4.4; and
- (b) apply all such monies received towards the provision of Affordable Housing

SCHEDULE 2
Public Open Space and Estate Management

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

“Accessible Green Space”	means open space to be provided as publicly accessible woodland and/or urban forestry and/or scrub grasslands
“Certificate of Final Completion”	means a certificate issued by the Borough Council following the end of the Maintenance Period to the effect that the Managed Areas (or part thereof) are complete and all defects which have become manifest since the issue of a Certificate of Practical Completion have been made good
"Certificate of Practical Completion"	means a certificate of practical completion issued in relation to the Managed Areas by the Borough Council to the effect that the relevant works have been completed in all material respects
“Default Contribution”	Maintenance Means up to a maximum of £131,252 (one hundred and thirty one thousand two hundred and fifty two pounds)
“Development Covenants”	a) not to use the Managed Areas other than for the purpose of lawful outdoor recreation; b) not to cause any nuisance disturbance or annoyance to the occupiers of any Dwelling; c) to maintain the Managed Areas in a clean and tidy condition consistent with its use at all times in accordance with the approved Estate Management Scheme; d) not to build or allow or suffer to be built any building on the Managed Areas; e) not to reside on or occupy any part of the Managed Areas for temporary or permanent residential use
"Estate Management Scheme"	means a scheme setting out the detailed arrangements for the management repair renewal and maintenance in perpetuity of the Managed Areas to the reasonable satisfaction of the Borough Council and include details of: a) the responsibilities of the Management Company and its management structure; b) copies of the memorandum and articles of association of the Management Company; c) the proposals for the long term funding of the Management Company including the setting and collection of the service charges for plot purchasers

(including in respect of Affordable Housing Units) which shall include the provision for the Borough Council to be able to collect and enforce the service charge in respect of the Managed Areas where the Borough Council exercises its step in rights pursuant to paragraph 1.8 and any sinking/reserve fund and evidence of the covenants on residents to pay service charge in respect of the Managed Areas to the Management Company;

- e) full details of the maintenance specifications for the Managed Areas and full details of the management programme including renewal and replacement for implementing those specifications to be managed by the Management Company subject to such variations as may be agreed thereto between the Owners and the Borough Council in writing from time

"Landscape Plan"

means the landscape plan and specification of the details for the laying out, construction, landscaping and maintenance of each landscaped part of the Managed Areas and a programme for the first construction of each such landscaped part in relation to the Occupation of Dwellings subject to such variations as may be agreed thereto between the Owners and the Borough Council in writing from time to time)

"Maintenance Period"

means a period of not less than 12 months from the date of the issue of a Certificate of Practical Completion

"Managed Areas"

means all those areas of open space located on the Property including:

- a) all attenuation/detention basins/SUDS so far as they are not adopted and maintained at the public expense;
- b) Locally Equipped Area of Play (LEAP);
- c) Local Area for Play (LAP);

(with the extent of LAPs and LEAPs to be provided with a combined total of at least £62,220.06 of equipment)

- a) Unadopted Highways;
- b) planting;
- c) Accessible Green Space (based on an area of 40 sqm per Dwelling); and
- d) any other areas outside of private curtilage

but excluding any shared accessways which are to be transferred to and maintained by the owners of the Dwellings served by the same

“Management Company”	means a fully constituted residents management company or series of such companies which together are capable of securing the management and maintenance of the Managed Areas in accordance with the Estate Management Scheme
“Public Access Agreement”	means a covenant in the transfer deed between the Owners and the Management Company so that when those parts of the Development comprising the Managed Areas are transferred to the Management Company the relevant transferee will allow access to the public of the same subject to the Reserved Rights the Development Covenants and to any rules and regulations enacted by Management Company in the interests of health safety or wellbeing of users or good estate management and any necessary temporary limitation(s) of access to the Managed Areas associated with their proper maintenance or repair
“Reserved Rights”	means all usual and necessary rights to use existing Service Installations and to lay as often as the Owners shall consider it appropriate new Service Installations and thereafter to use the same together with any rights of entry with or without vehicles workmen and equipment to inspect, repair, renew, re-lay or re-locate cleanse and maintain the same for the benefit of the Property and every part thereof
“Service Installations”	means any pipes, conduits, cables, tanks, chambers and associated infrastructure for the running of services including gas, water, foul, drainage, electricity and telecommunications services
“SUDS”	means the sustainable urban drainage system scheme for the Development as approved pursuant to the Planning Permission
“Unadopted Highways”	means those highways within the Development which are not part of the Dwellings and which are not proposed to be highways maintainable at public expense

Unless otherwise agreed in writing with the Borough Council the Owners covenant with the Borough Council as follows:

1. ESTATE MANAGEMENT SCHEME AND LANDSCAPE PLAN

- 1.1 Prior to the Commencement of the Development to submit to the Borough Council for approval (such approval not to be unreasonably withheld or delayed) in writing the Estate Management Scheme and Landscape Plan and not to Commence the Development until the Estate Management Scheme and Landscape Plan has been submitted in writing to the Borough Council and approved in writing by the Borough Council.
- 1.2 To lay out the relevant part of the Managed Areas in accordance with the approved Estate Management Scheme and Landscape Plan.
- 1.3 In accordance with the details and the programme approved pursuant to paragraph 1.2 of this Schedule, to complete the laying out of:

- 1.3.1 the LEAP prior to the Occupation of the 33rd Dwelling
- 1.3.2 the remainder of the Managed Areas prior to the Occupation of the 66th Dwelling (or such other number of Dwellings as may be agreed (such agreement not to be unreasonably withheld or delayed) in writing by the Borough Council).
- 1.4 Following the completion of laying out of each of the LEAP and the whole of the Managed Areas:
 - 1.4.1 To serve notice on the Borough Council inviting the Borough Council to inspect the LEAP or Managed Areas (as relevant) and issue a Certificate of Practical Completion;
 - 1.4.2 To complete any remedial works reasonably required by the Borough Council and notified to the Owners in writing; and
 - 1.4.3 Upon the completion of any remedial works to invite the Borough Council to re-inspect the LEAP or Managed Areas (as relevant) and issue the Certificate of Practical Completion.
- 1.5 To maintain the LEAP and Managed Areas in accordance with the approved Estate Management Scheme to the reasonable satisfaction of the Borough Council throughout the relevant Maintenance Period.
- 1.6 On the expiration of the relevant Maintenance Period in respect of the LEAP or Managed Areas:
 - 1.6.1 To serve notice on the Borough Council inviting the Borough Council to inspect the LEAP or Managed Areas (as relevant) issue a Certificate of Final Completion;
 - 1.6.2 To complete any remedial works reasonably required by the Borough Council and notified to the Owners in writing; and
 - 1.6.3 Upon the completion of any remedial works to invite the Borough Council to re-inspect the LEAP or Managed Areas (as relevant) and issue the Certificate of Final Completion.
- 1.7 The inspection procedure identified in paragraphs 1.4.3.1 and 1.4.3.3 of this Schedule shall be repeated until such time as the Borough Council issues a Certificate of Practical Completion or Certificate of Final Completion as the case may be in relation to the LEAP or Managed Areas (as relevant).
- 1.8 Following the issue of the Certificate of Final Completion and the disposal of the last Dwelling at the Property to transfer the Managed Areas subject to the Development Covenants and Public Access Agreement to the Management Company and reserving such rights of way and easements as are required to benefit the Property for the purposes of the Development.
- 1.9 To maintain or procure the maintenance of the Managed Areas in accordance with the details approved for the life of the Development in accordance with the approved Estate Management Scheme including but not limited to:
 - 1.9.1 arranging for regular safety inspections of all play equipment
 - 1.9.2 removing repairing or making safe any play equipment which is found to be faulty within one day of it having been found to be faulty and replace it with the same or similar equipment as soon as reasonably practicable

- 1.10 No transfer of the Managed Areas shall take place until the Estate Management Scheme has been submitted to and approved in writing by the Borough Council.
- 1.11 The transfer of the Managed Areas to the Management Company shall include a Public Access Agreement.
- 1.12 In the event that the Management Company or any replacement Management Company becomes insolvent or is otherwise incapable of performing or is in fundamental breach of its obligations as referred to in this Deed and following receipt of written notice of the said breach from the Borough Council has failed to remedy the breach within a reasonable period of time then the Borough Council shall be entitled to serve a written notice (Step-In Notice) to the Owners requiring the Owners to either appoint an alternative management company or itself to take over the obligations contained in this Schedule or to appoint the Borough Council to take over the management of the Managed Areas and if the Owners do not make the appointment within 20 Working Days from the date of the Step-In Notice then the Borough Council shall be entitled to take over the management of the Managed Areas and the Owners shall at the Owners' cost:
- 1.12.1 Transfer or otherwise allocate all service charges, sinking funds and other monies collected from the residents of the Development to contribute to the upkeep of the Managed Areas to the Borough Council;
 - 1.12.2 Pay the Borough Council such part of the Default Maintenance Contribution as the Borough Council (acting reasonably) requests;
 - 1.12.3 Assign the right to the collect service charge monies from the residents to the Borough Council from the date that the Borough Council has taken over the Managed Areas pursuant to this paragraph 1.8 and provide the necessary notifications to the residents of the arrangements to make such payments directly to the Borough Council;
 - 1.12.4 Transfer/procure the transfer of the Managed Areas to the Borough Council upon request by the Borough Council to carry out their obligations as regards the maintenance and upkeep of the Managed Areas or alternatively grant all rights to the Borough Council to enable the Borough Council to enter onto the Managed Areas at all reasonable times for the purposes of carrying out the maintenance and upkeep of the Managed Areas as required in this Schedule;
 - 1.12.5 Provide, prepare and execute or procure the execution of all documents as may be required to give the Borough Council control of the land comprising the Managed Areas including liaising with the residents and amending any plot transfers if required.
- 1.13 In the event that the Management Company fails to maintain any of the Managed Areas that are transferred to it the Borough Council may serve notice on the Management Company detailing any works which it considers to be reasonably and properly required in accordance with the approved Estate Management Scheme and giving to the Management Company the required notices as will be set out in the relevant projected maintenance schedule in the approved Estate Management Scheme which shall be at least 2 (two) weeks and if the Management Company fails to comply with such notice within such period of at least 2 (two) weeks of receipt of it the Borough Council may enter on to the Managed Areas together with relevant personnel and equipment to remedy the breach of the approved Estate Management Scheme specified in the Borough Council's notice and the Borough Council shall be entitled to reimbursement by the Management Company of its reasonable and proper costs and expenses incurred in rectifying the said breach.

SCHEDULE 3

Outdoor Sports Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Outdoor Sports Contribution" means the sum of £48,700.80 to be paid to the Borough Council and applied towards the provision of outdoor sports facilities within Barwell

The Owners covenant with the Borough Council as follows:

1. To pay 33% of the Outdoor Sports Contribution to the Borough Council prior to Occupation of any Dwellings on the Development.
2. To pay a further 33% of the Outdoor Sports Contribution to the Borough Council prior to Occupation of 33 Dwellings on the Development.
3. To pay the remaining 34% of the Outdoor Sports Contribution to the Borough Council prior to Occupation of 66 Dwellings on the Development.

SCHEDULE 4

Health Care Facilities Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Health Care Facilities Contribution" means a sum of Seventy Five Thousand Five Hundred and Sixty Eight Pounds and (£75,568.00) payable by the Owners to the Borough Council towards the improvement of services at Barwell and Holycroft Medical Centre and Heath Lane Surgery consequent upon the impact of the Development

1. The Owners covenant with the Borough Council to pay the Health Care Facilities Contribution to the Borough Council prior to the first Occupation of the first Dwelling

SCHEDULE 5

Local Employment and Training Strategy

- 1 The Owners covenant with the Borough Council as follows;
 - 1.1 There shall be no Commencement of Development unless and until the Owners shall have submitted a Local Employment and Training Strategy in relation to the construction of the Development to the Borough Council for approval and shall have obtained the written approval of the Borough Council thereto (such approval not to be unreasonably withheld or delayed), and
 - 1.2 The Owners shall implement the approved Local Employment and Training Strategy for the duration of the Development in accordance with the approved Strategy, and
 - 1.3 Within one month of a written request from the Borough Council the Owners shall supply the Borough Council with documentation and information evidencing the Owners' compliance with the approved Strategy

SCHEDULE 6

Highways Improvement/Public Transport Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Free Bus Passes"	Means 2 x adult bus passes per Dwelling giving free travel within the Leicestershire Buses partnership area
"Free Bus Passes Contribution"	means the sum of £96,900.00 (ninety six thousand nine hundred pounds) to be paid to the County Council for the provision and distribution of the Free Bus Passes
"Highways Improvement/Public Transport Contribution A"	means the sum of £12,995 (twelve thousand nine hundred and ninety five pounds) to be paid to the County Council and applied towards the consultation process for the relocation of the existing 30/ 40mph speed limit on The Common as shown on Stantec drawing number 332610546/5501/001 Rev. P05 which formed part of the Planning Application
"Highways Improvement/Public Transport Contribution B"	means the sum of £6,000.00 (six thousand pounds) to be paid to the County Council and applied towards the monitoring of the Residential Travel Plan and the effects of the Development using the Leicestershire County Council's monitoring programme
"Residential Travel Plan"	means the residential travel plan for the Property which includes anticipated overall measures, outcomes, targets and indicators as submitted in support of the Planning Application.
"Residential Travel Plan Co-ordinator"	means a properly qualified person who will ensure effective implementation and monitoring of the Residential Travel Plan.
"Travel Pack Contribution"	means the sum of £5,020.75 (five thousand and twenty pounds and seventy five pence) to be paid to the County Council for the provision of a travel pack informing new residents what sustainable travel choices are available in the surrounding area to the Property and including an application form for the Free Bus Passes.

The Owners covenant with the County Council as follows:

1. To pay 100% of the Highways Improvement/Public Transport Contribution A to the County Council prior to Commencement of the Development.
2. To pay 100% of the Highways Improvement/Public Transport Contribution B to the County Council prior to Occupation of the first Dwelling on the Development.
3. To pay 100% of the Travel Pack Contribution to the County Council prior to Occupation of the first Dwellings on the Development.

4. Where such Travel Packs have been provided to the Owners by the County Council, to provide one Travel Pack per Dwelling before the Occupation of the relevant Dwelling to the relevant Occupier.
5. To pay 25% of the Free Bus Passes Contribution to the County Council prior to Occupation of any Dwelling on the Development.
6. To pay the remaining 75% of the Free Bus Passes Contribution to the County Council in such tranches as are agreed by the County Council.
7. To appoint a properly qualified and experienced Residential Travel Plan Co-ordinator from Commencement of the Development until five years after the first Occupation of the last Dwelling at the Development.

Schedule 7

Libraries Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Libraries Contribution" means the sum of £2,868.78 (two thousand eight hundred and sixty eight pounds and seventy eight pence) to be paid to the Borough Council and applied towards the provision of improvements to the Earl Shilton Library.

The Owners covenant with the Borough Council as follows:

1. To pay 100% of the Libraries Contribution to the Borough Council prior to Occupation of any Dwellings on the Development.

SCHEDULE 8
Waste Contribution

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

"Waste Contribution"	means the sum of £4,705.35 (four thousand seven hundred and five pounds and thirty five pence) to be paid to the Borough Council and applied towards the provision of additional containers, waste storage areas and infrastructure at Barwell Household Waste Recycling Centre in Barwell.
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The Owners covenant with the Borough Council as follows:

1. To pay 100% of the Waste Contribution to the Borough Council prior to Occupation of any Dwellings on the Development.

SCHEDULE 9
Monitoring Fees

In this Schedule the following words and expressions shall unless the context requires have the meaning set out below:

“Borough Council Monitoring Fee” means £2,934 (two thousand, nine hundred and thirty four pounds) payable to the Borough Council towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

- 1 The Owners covenant with the Borough Council to pay the Borough Council Monitoring Fee to the Borough Council prior to Commencement of Development on the Property.

EXECUTED as a **DEED** by
[REDACTED] for
REDROW HOMES LIMITED

in the presence of:-

Signature of witness [REDACTED]
Name (in BLOCK CAPITALS) [REDACTED]
Address: c/o Redrow Homes Limited, St David's Park, Ewloe, Flintshire, CH5 3RX

EXECUTED as a **DEED** by
Jane Lancaster as attorney for
REDROW HOMES LIMITED

.....
as attorney for **REDROW HOMES LIMITED**

in the presence of:-

Signature of witness [REDACTED]
Name (in BLOCK CAPITALS) [REDACTED]
Address: c/o Redrow Homes Limited, St David's Park, Ewloe, Flintshire, CH5 3RX

SIGNED as a **DEED** by
ANDREW MICHAEL CHARLES

in the presence of:

Signature of witness [REDACTED]
Name (in BLOCK CAPITALS) [REDACTED]
Address.....

.....
BHW Solicitors Limited
1 Smith Way, Grove Park
Enderby, Leicester, LE19 1SX

Executed as a DEED by National Westminster Bank plc



on behalf of National Westminster Bank PLC	Bank PLC PO Box 12 Greenock PA15 1EF
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Clerical Level Service
and Operations Analyst
Mortgage Operations

Clerical Level Service
and Operations Analyst
Mortgage Operations

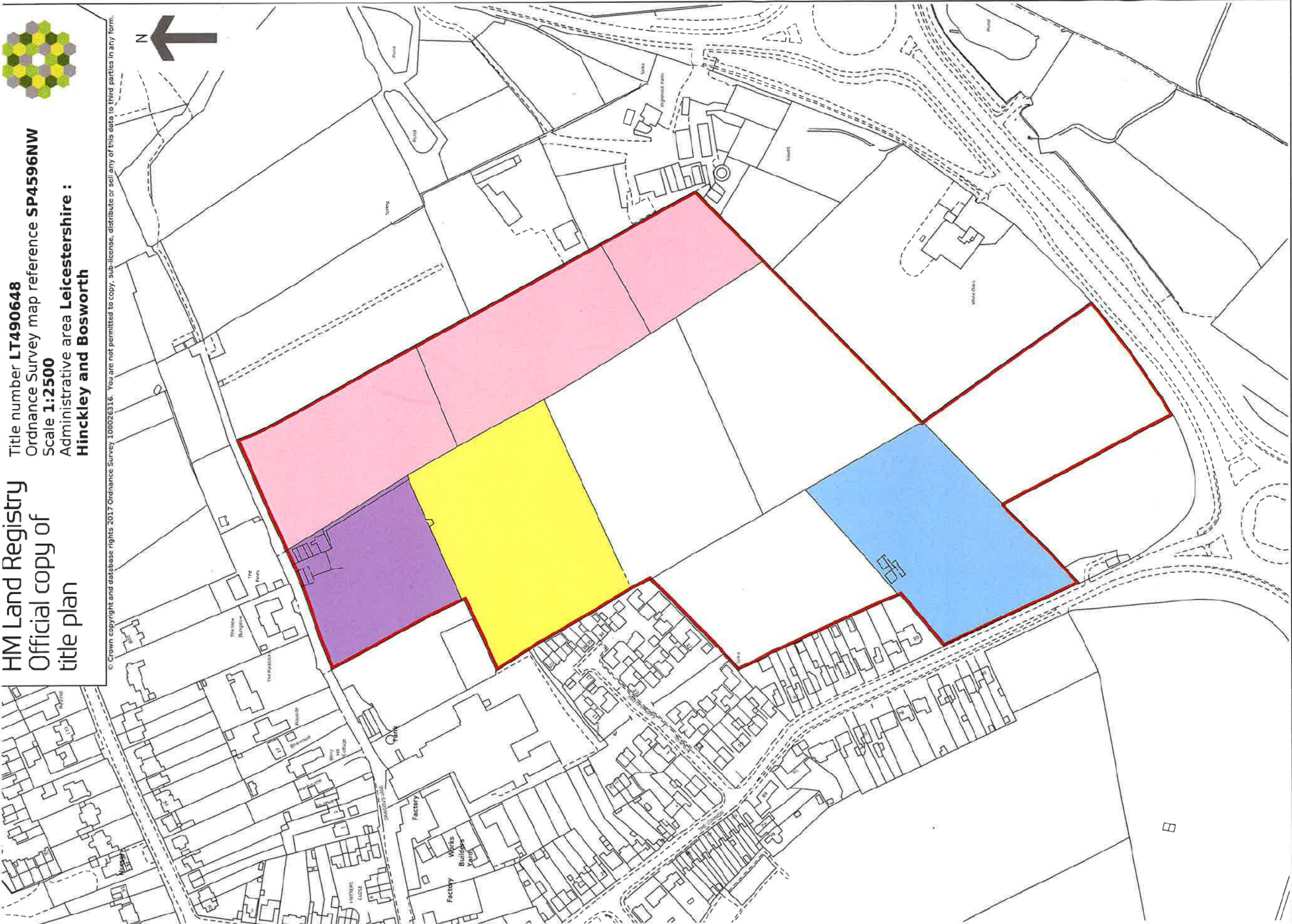
APPENDIX A
Plan – First Property



Title number **LT490648**
Ordnance Survey map reference **SP4596NW**
Scale **1:2500**
Administrative area **Leicestershire :**
Hinckley and Bosworth

HM Land Registry
Official copy of
title plan

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Per Pro [REDACTED]
National Westminster Bank plc
Authorised Signature:

This official copy is incomplete without the preceding notes page.

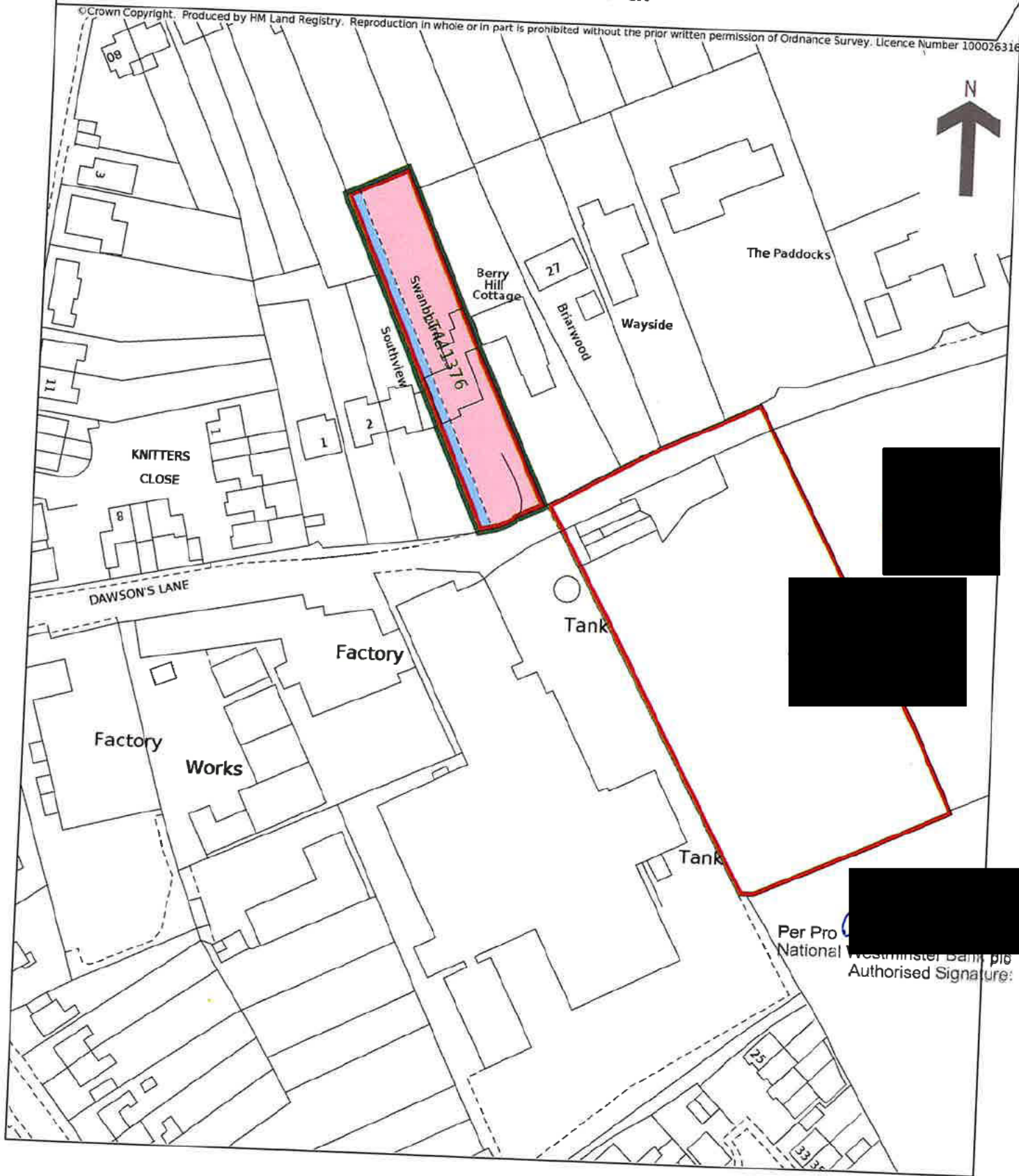
APPENDIX B
Plan – Second Property

HM Land Registry
Official copy of
title plan

Title number **LT440322**
Ordnance Survey map reference **SP4496NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Leicestershire :**
Hinckley and Bosworth



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**APPENDIX C
Compliance Certificate**

FIRST HOMES COMPLIANCE CERTIFICATE	
Date:	
To:	Buyer's conveyancer
	Builder's/Seller's conveyancer
	Buyer's mortgage advisor
	First Home Buyer(s)
First Homes Buyer(s) name(s) (the proposed First Homes Owner(s)):	
First Home property to be purchased:	plot number & site name/address
Copied to:	First Homes Buyer(s) current address before purchase
	First Homes house builder

The proposed First Homes Buyer(s) First Homes application has been approved by [Council name] pursuant to the supplemental agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to [details of site] dated [date] and made between [parties] and this Compliance Certificate issued to the proposed First Homes Buyer(s) and their conveyancer by [Council] as follows:

First Homes Buyer(s) name(s) (the proposed First Homes Owner(s))	Full Names
[Builder] [Current First Homes Owner]	Builder/Seller
First Home property to be purchased:	plot number & site name/address
First Home forecast purchase legal completion date:	
Market value (100% of value)	£
First Homes discount %	30%
First Homes Purchase Price (price to be paid by the proposed First Homes Buyer(s) applying the First Homes discount to the Market value)	£
Proposed date of exchange of contracts	
Proposed date of completion	

This **COMPLIANCE CERTIFICATE** is issued by [Council] and confirms that a Dwelling is being disposed of to the First Home Buyer(s) specified in this Compliance Certificate who meet the:

a. Eligibility Criteria

- (i) First Time Buyer;
- (ii) Having Household income no more than £80,000 per annum

As set out in full in the supplemental agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to [details of site] dated [date] and made between [parties] ("**Planning Obligations**").

The First Homes Buyer(s) (the new First Homes Owner) has provided all the necessary First Homes confirmations and declarations of eligibility required by [Council] and the First Homes

Buyer(s) solicitor has confirmed that the transfer to the First Home Buyer(s) will comply with the requirements in Planning Obligations in relation to the Property.

Yours sincerely

Name:	
Signed:	
For and on behalf of	Council
Dated:	