DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

Dated: 10th June 2022

WOKINGHAM BOROUGH COUNCIL

- and -

CLEANSLATE (WOKINGHAM) LIMITED

---

**Deed of Agreement to Provide Planning Obligations pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 Local Government Act 1972 in relation to the proposed development on land at 1 Barkham Road, Wokingham, RG41 2XS Planning Reference Number: 200700**

---

Select Business Services: Legal Solutions
Wokingham Borough Council
Civic Offices
Shute End
Wokingham
RG40 1BN
REF: 34000002/123-LJ

This Deed is made the 10th day of June 20 22

BETWEEN

(1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("**the Council**")

(2) **CLEANSLATE (WOKINGHAM) LIMITED** incorporated and registered in England and Wales (Company Registration Number 12346422) whose registered office is Chobham Farm, Sandpit Hall Road, Chobham, Woking, Surrey, England, GU24 8HA ("**the Owner**")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Agreement are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owner is the freehold owner of the part of the Site registered with HM Land Registry under title numbers BK18471.
4. The Council is the owner of the Council Land being that part of the Site comprised within title number BK41005 and BK423664.
5. The Planning Application has been made to the Council for planning permission for the Development on the Site.
6. The Council resolved on 16th December 2020 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**1 DEFINITIONS**

For the purposes of this Deed the following words and expressions shall have the following meanings:

| | |
|---|---|
| "Act" | the Town and Country Planning Act 1990, as amended |

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

| | |
|---|---|
| "Affordable Housing" | housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Department for Communities and Local Government |
| "Affordable Housing Contribution" | the sum of Two Hundred and Thirteen Thousand Two Hundred and Seventy-Five Pounds and Forty Four Pence (£213,275.44) Index Linked to be paid in lieu of provision of the Affordable Housing Dwellings on the Site |
| "Affordable Housing Dwellings" | shall mean two (2) of the number of Dwellings for use as Affordable Housing consisting of Shared Ownership Housing which shall be built in compliance with the Standards (the exact size and mix of which are specified at paragraph 2 of Part 1 of the First Schedule) |
| "Approved Registered Provider" | shall mean a Registered Provider approved in writing by the Council (such approval will only be given if a Preferred Registered Provider is not able or willing to take on the Affordable Housing Dwellings and evidence of such is provided to the Council) |
| "Cleanslate Land" | the land shown in green for identification purposes only on Plan 2 and registered under HM Land Registry titles number BK18471 |

| | |
|---|---|
| "Commencement of Development" | the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and no other purpose) operations relating to the Works, operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and "Commence" and "Commencement" shall be construed accordingly |
| "Council Land" | the land shown in yellow and pink for identification purposes only on Plan 2 and registered under part of HM Land Registry title numbers BK423644 and BK41005 respectively |
| "Development" | proposed erection of 14 flats, 6 no. one bedroom flats, 8 no. two bedroom flats, car parking and landscaping, following the demolition of existing buildings as set out in the Planning Application |
| "Dwelling" | any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission |
| "Employment Skills Contribution" | the sum of three thousand seven hundred and fifty Pounds (£3,750.00) Index-Linked (which has been calculated by the Council using the formula set out |

below) payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham

Formula for calculating contribution set out for information only:

1 x £3750 = Employment Skills Contribution

Where 1 is the total number of jobs created, and apprenticeship starts identified in the Outcomes Bands below where V is the value of the construction costs calculated as =C x D

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved

Where D= the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (Currently £1,025.00)

| | Bands | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Outcomes | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | £1-3.5m | £3.5-6m | £6-10m | £10-15m | £15m-20m | £20-30m | £30-40m | £40-50m | £50-60m | £60-100m |
| Community Skills Support CSCS cards School Visits etc | 3 | 5 | 7 | 9 | 11 | 13 | 16 | 18 | 19 | 21 |
| Apprenticeship Starts | 0 | 2 | 4 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Jobs Created | 1 | 2 | 3 | 6 | 7 | 8 | 9 | 9 | 11 | 11 |

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

| | |
|---|---|
| "Employment Skills Plan" | a site specific plan which includes:<br>(a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training, apprenticeship or other vocational initiatives to develop local employability skills required by developers and contractors and<br>(b) a supporting method statement to accompany the plan,<br>both of which are to be submitted by the Owner to the Council for approval in writing prior to the Commencement of Development and which shall provide for 3 community skills support activities and the creation of 1 job or such other mix as is approved in writing by the Council. |
| "Index" | the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function |
| "Index-Linked" | means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment in accordance with the following formula:<br>Amount Payable = Relevant Amount x (A divided by B) |

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

Where the Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the date of this Deed

It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation

| | |
|---|---|
| "Monitoring Fee" | means a sum to be calculated at a rate of £200.00 (two hundred pounds) per Dwelling representing the reasonable expenses which will be incurred by the Council in connection with checking that the terms of this Deed and the Planning Permission are being or have been complied with which in the case of 14 Dwellings shall amount to a total sum of Two Thousand Eight Hundred Pounds (£2,800.00) |
| "Nominations Agreement" | an agreement substantially in the form of the draft nominations agreement annexed hereto by which the Council may nominate tenants for the Affordable Housing Dwellings |
| "Occupation" and "Occupied" | means the first personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals |

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

| | |
|---|---|
| "Open Market Dwellings" | shall mean any Dwellings which are not designated as Affordable Housing Dwellings |
| "Oxford Road Land" | shall mean the land shown for identification purposes in green in Plan 3 |
| "Plan 1" | the drawing numbered 18270 S101 attached to this Agreement |
| "Plan 2" | the drawing numbered 18270 L104 attached to this Agreement |
| "Plan 3" | the drawing number 18270 L105 attached to this Agreement |
| "Planning Application" | the planning application made under reference 200700 for the Development |
| "Planning Permission" | the planning permission to be granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development |
| "Preferred Registered Provider" | shall mean the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto:<br>i Catalyst Housing Limited<br>ii Sovereign Housing Association Limited<br>iii Housing Solutions Limited<br>iv Thames Valley Housing Association<br>v Loddon Homes<br>vi Silva |

vii Vivid

viii Southern Housing Group

| | |
|---|---|
| "Registered Provider" or "RP" | shall mean either:<br>(1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or<br>(2) the Council |
| "Shared Ownership Housing" | shall mean housing provided by a Registered Provider where the occupier will initially be offered an equity share in the property of 35% (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity and for the avoidance of doubt nothing in this Agreement shall be construed as prohibiting the acquisition of 100% of the shares in the equity of any Dwelling provided as Shared Ownership Housing |
| "Site" | the land known as 1 Barkham Road, Wokingham, RG41 2XS and shown for identification purposes only edged red on Plan 1 |
| "Standards" | means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the national space standards and conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of lifetime homes which are adaptable to varying needs |

| | |
|---|---|
| "Transferee" | means a party to whom land is transferred under the terms of this Deed. |
| "Transferor" | means a party who transfers land under the terms of this Deed |
| "Works" | means the improvement works to be undertaken by the Owner to ensure the Oxford Road Land is brought up to an adoptable standard as highway to the written satisfaction of the Council |

## 2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed 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 Deed.

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

2.3 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.

2.4 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.

2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.

2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 Act or deriving validity from it.

2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.

2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## 3 LEGAL BASIS

3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner and its successors in title and assigns and the persons claiming under or through it.

3.2 The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

## 4 CONDITIONALITY

With the exception of this clause and clauses 3 and 7 to 13 this Deed is conditional upon the grant of the Planning Permission and the Commencement of the Development.

## 5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the First Schedule Second Schedule Third Schedule Fourth Schedule and Fifth Schedule.

5.2 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:

5.2.1 the date of Commencement of Development; and

5.2.2 the date of first Occupation of the Dwellings.

## 6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Sixth Schedule.

## 7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed:

7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the Monitoring Fee; and

7.1.3 the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site.

7.2 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

7.5 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.

7.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.7 Insofar as any clause or clauses of this Deed 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 Deed.

7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of it to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## 8 WAIVER

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

## 9 CHANGE IN OWNERSHIP

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to 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 Site or unit of occupation purchased by reference to a plan.

## 10 INTEREST

10.1 Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

## 11 RELEASE

11.1 The obligations contained in this Deed shall not be binding on nor enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it solely for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

## 12 VAT

12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## 13 JURISDICTION

13.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## 14 DELIVERY

14.1 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.

## FIRST SCHEDULE

## OWNER'S COVENANTS
## AFFORDABLE HOUSING

Owner's Covenants

**PART 1**

**Provision of Affordable Housing**

The Owner covenants with the Council as follows:

1. That two (2) Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this First Schedule.

2. the Development shall contain two (2) Affordable Housing Dwellings counting among the total number of Dwellings within the Site and which shall comprise of (unless otherwise agreed by the Council in writing):

| **Tenure** | **Dwelling Size** | **Number of Affordable Housing Dwellings** |
|---|---|---|
| Shared Ownership | 1 bed | 2 (two) |

3. Not to commence construction of any Open Market Dwellings unless and until the precise Affordable Housing number, location and mix has been approved in writing by the Council.
4. Not to Commence Development until it has submitted to the Council the name of the chosen Preferred Registered Provider or obtained written consent of the Council to the Approved Registered Provider or has confirmed in writing to the Council that no Preferred Registered Provider nor Approved Registered Provider has made an offer on the terms of Paragraph 1of Part 2of this First Schedule ("the Offer") for the Affordable Housing Dwellings or if an Offer has been made but no binding contract for the transfer of the Affordable Housing Dwellings has been entered into and the Owner will therefore fulfil the obligations set out in Part 3 of this First Schedule.
5. Not to commence construction of the Affordable Housing Dwellings any later than 3 calendar months after the commencement of construction of the Open Market Dwellings.

6. To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more that forty per cent (40%) of the Open Market Dwellings.
7. Not to permit more than fifty per cent (50%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Preferred Registered provider or an Approved Registered Provider approved in writing by the Council on the terms set out in Part 2 of this First Schedule.

## PART 2

**Terms of Offer**

The Affordable Housing Dwellings shall be transferred:

1.1 with vacant possession;

1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer;

1.3 free from any charge or other encumbrances which would prevent the same from being used for the development and the subsequent use of then as Affordable Housing;

1.4 with full title guarantee;

1.5 cleared of debris and building materials; and

1.6 with all necessary rights of access and services.

**Price**

2 The price of the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider or the Approved Registered Provider to acquire the Affordable Housing Dwellings without the need for public subsidy.

**Costs**

3. Each party shall bear its own costs of negotiation and exchange of contracts.

**Rights**

4. The provisions of First Schedule 1 Part 2 shall apply to the transfer of any Affordable Housing Dwelling.

**Exchange of Contracts**

5. Following the written acceptance by the Owner of an offer by the Preferred Registered Provider or an Approved Registered Provider the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance (or such longer period as may be required by the Preferred Registered Provider or the Approved Registered Provider but in any event not exceeding 90 days).

**Occupation of the Affordable Housing Dwellings**

6.1 Subject to Paragraph 6.2 the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider or the Approved Registered Provider the Owner shall procure the execution by the Preferred Registered Provider or the Approved Registered Provider of the Nominations Agreement and deliver the same to the Council.

6.2 The provisions of this Schedule 1 shall cease to apply to any Affordable Housing Dwelling where an individual owner occupier has exercised a statutory right to acquire the whole of the freehold or of a leasehold estate of that Affordable Housing Dwelling under the Housing Act 1996 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes including any Occupier of a Shared Ownership Unit who has Staircased up to 100% equity in that Unit together with their mortgagees and successors int title and those deriving title under them;

**Affordable Housing Mortgagee Sale Provision**

7. The Affordable Housing provisions in this Deed shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or charge or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings or any persons of bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

7.1. Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall have reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or the Approved Registered Provider or to the 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

7.2 If such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

## PART 3

**Provision of Affordable Housing Contribution**

1. The Owner covenants with the Council as follows:

1.1. In the event that:

1.1.1 no Preferred Registered Provider nor Approved Registered Provider makes an Offer for the Affordable Housing Dwellings or

1.1.2 if an Offer has been made but no binding contract for the transfer of the Affordable Housing Dwellings has been entered into;

then the Owner shall pay to the Council the Affordable Housing Contribution in accordance with this Part 3 of this First Schedule and the Owner shall be permitted to sell the Affordable Housing Dwellings as Open Market Dwellings free from the provisions of Part 1 and 2 of this First Schedule;

1.2. Should paragraph 1.1 of this Part 3 apply then prior to Occupation of the Dwellings the Owner shall pay the Affordable Housing Contribution to the Council.

1.3. Should paragraph 1.1 of this Part 3 apply then the Owner shall not Occupy nor permit nor allow Occupation of the Dwellings until the Council receives the Affordable Housing Contribution and the Council has provided written receipt of the same.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## SECOND SCHEDULE

## OWNER'S COVENANTS
## EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development the Owner shall entirely at their own absolute discretion either:

1.1. pay to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or

1.2. submit to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full)

2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then,

2.1. within 14 (fourteen) days (or any other period as agreed in writing between the Council and the Owner) of receipt of written approval of the Employment Skills Plan by the Council the Owner shall discharge in full the requirements within the approved Employment Skills Plan to the reasonable satisfaction of the Council; and

2.2. within 7 (seven) days of written request from the Council the Owner shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within 28 (twenty-eight) days of the date of the notice if at the end of that 28 (twenty-eight) day period insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution within 7 (seven) days of a further written notice from the Council demanding payment.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## THIRD SCHEDULE

## OWNER'S COVENANTS
## OXFORD ROAD LAND

1. The Owner covenants with the Council:

1.1 not to Commence Development until detailed improvement specifications for the Works are submitted to the Council for its prior written approval, such approval not to be unreasonably delayed or unreasonably withheld;

1.2 not to Commence Development until if so required by the Council an agreement or agreements pursuant to the Local Government Act 1972 and the Highways Act 1980 ("Highways Agreement") has been entered into and completed with the Council on terms including but not limited to:

(a) the provision of a bond or surety to secure the performance of the Works;

(b) a requirement for the Owner to pay the Council's fees associated with entering into such agreement(s);

(c) for the Oxford Road Land to be dedicated as part of the public highway and adopted as highway maintainable at the public's expense by the Council;

1.3 not to Commence Development until the Works which will be entirely at the Owner's cost and of no cost to the Council so required by the Highways Agreement have been fully completed and approved in writing by the Council and the Owner acknowledges that for the avoidance of doubt any statutory undertaker's work that are required to facilitate the carrying out of the Works shall be its liability and it shall be entirely liable for all costs of the statutory undertakers.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## FOURTH SCHEDULE

## OWNER'S COVENANTS
## CLEANSLATE LAND

1. The Owner covenants with the Council;

1.1 not to Commence Development until the Works have been completed and ownership of the Cleanslate Land has been transferred by the Owner to the Council for not more than One Pound (£1) (if so demanded by the Owner) and in accordance with terms to be agreed in writing between the Council and the Owner acting reasonably.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## FIFTH SCHEDULE

## OWNER'S COVENANTS
## COUNCIL LAND

1. The Owner covenants with the Council:

1.1 not to Commence Development until that part of the Council Land recorded as adopted highway has been stopped up as a highway and the stopping up shall be completed at no expense to the Council and entirely at the Owner's expense; and

1.2 not to Commence Development until, following the completion of the step in 1.1 above, the Council Land has been transferred to the Owner for not more than One Pound £1) if so demanded by the Council, in accordance with terms to be agreed in writing between the Council and the Owner acting reasonably.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

## SIXTH SCHEDULE

## COUNCIL'S COVENANTS

1. The Council covenants with the Owner that;

1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of the Second Schedule, the obligations at paragraphs 1.2 and 2 of the Second Schedule shall be discharged in full; and

1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of the Second Schedule, the obligations at paragraph 1.1 of the Second Schedule shall be discharged in full.

2. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree acting reasonably.

3. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by Owner to the Council under this Deed which has not been applied or expended in accordance with the provisions of this Deed within 10 (ten) years of the date of receipt by the Council of such payment provided that if the Council has entered into a contract prior to the expiry of the ten (10) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

4. To act expeditiously and in good faith to provide such assistance as is reasonably required in supporting the stopping up of the highway in respect of that part of the Council Land registered under title number BK423644.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

**THE COMMON SEAL OF**
**WOKINGHAM BOROUGH COUNCIL**
was hereunto affixed in the presence of:

35093

Authorised Signatory/ ~~Solicitor~~

[redacted]

Edwina Taylor

| | | |
|---|---|---|
| **EXECUTED AS A DEED BY** | ) | [redacted] Brian Norton |
| **CLEANSLATE (WOKINGHAM) LIMITED** | ) | |
| acting by | ) | |
| a director, in the presence of:- | ) | |

Witness signature: [redacted]

Witness name and address: Mark Fitzpatrick Fognam Down, Berkshire, RG17 8RB

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17




Ordnance Survey, (c) Crown Copyright 2019. All rights reserved. Licence number 100022432

N

W E

S

0 25m 50m

**Boundary Details**

Application Site Boundary Line

**Site Area**

0.105 Hectares

[redacted]

DocuSigned by:
Brian Norton
9BD7485D008E40A...

| REV. | DATE | REVISIONS | BY | STATUS |
|---|---|---|---|---|
| - | - | - | - | Planning |

| | | | | |
|---|---|---|---|---|
| CLIENT | Cleanslate Ltd. | PROJECT | 1 Barkham Road, Wokingham Berkshire, RG41 2XS | |
| SCALE | 1:1250 (A4 ORIGINAL) | DRAWING | Site Location Plan | |
| DRAWN RPO<br>DATE 28.01.19 | 18270 | S101 | - | |

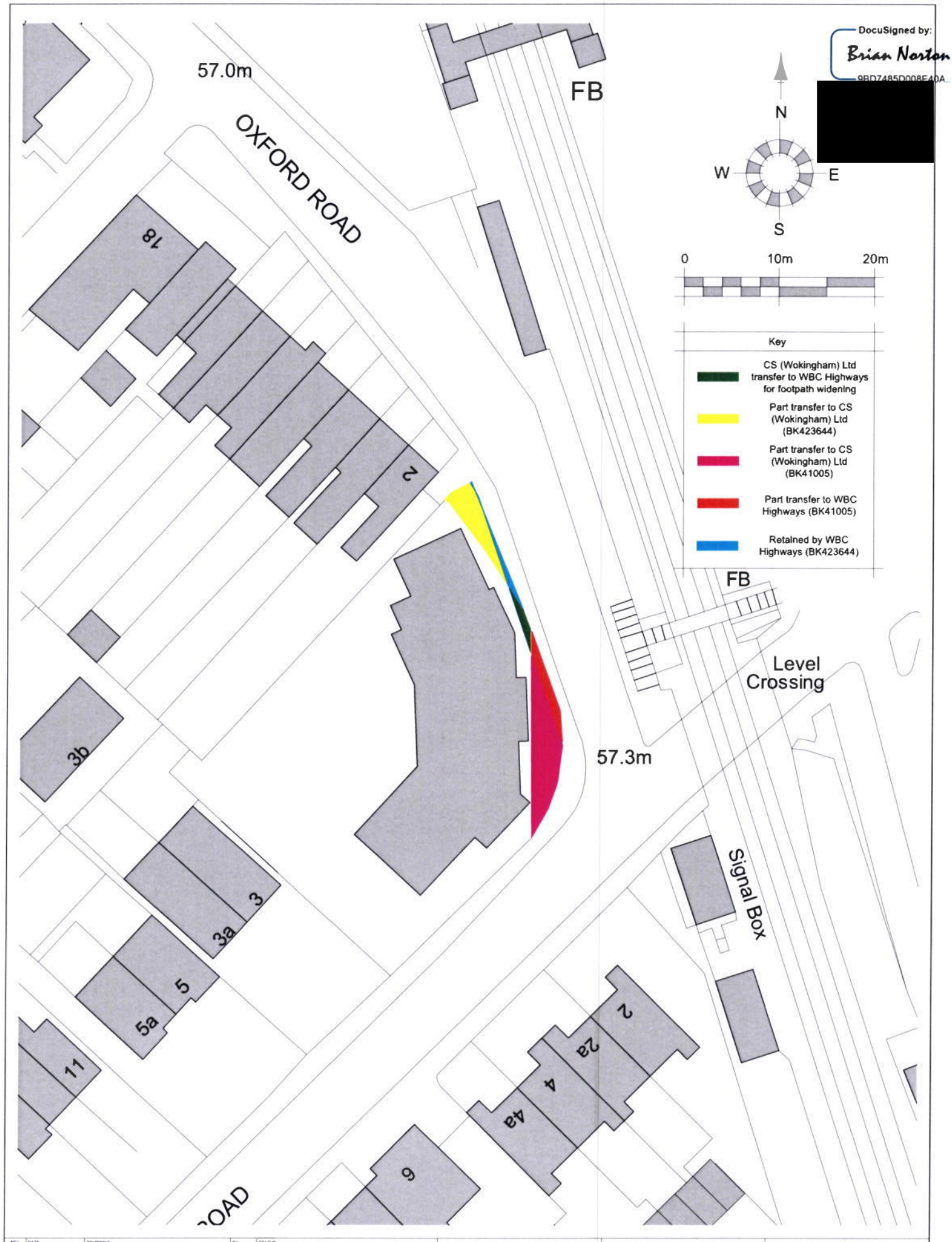
CSP architectural planning interior design
Broadmeads House, Farnham Business Park
Weydon Lane, Farnham, Surrey GU9 8QT
info@cspartchitecture.com www.cspartchitecture.com
Tel: 01252 267578

© COPYRIGHT EXISTS ON THE DESIGNS AND INFORMATION SHOWN ON THIS DRAWING

This drawing may be scaled or cross referenced to the scale bar for planning application purposes only. Do not scale for any other purpose, use figured dimensions only. Subject to site survey and all necessary consents. All dimensions to be checked by user and any discrepancies, errors or omissions to be reported to the Architect before work commences. This drawing is to be read in conjunction with all other relevant materials.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

DocuSigned by:
Brian Norton
9BD7485D008E40A...




| REV. | DATE | REVISIONS | BY | STATUS |
|---|---|---|---|---|
| - | - | - | - | |

| | | | | |
|---|---|---|---|---|
| CLIENT | Cleanslate Ltd. | | PROJECT | 1 Barkham Road, Wokingham Berkshire, RG41 2XS |
| SCALE | 1:500 | (A4 ORIGINAL) | DRAWING | Combined Transfer Plan |
| DRAWN | PG | 18270 | L104 | - |
| DATE | 30.06.21 | | | |

Broadmede House Farnham Business Park
Weydon Lane Farnham Surrey GU9 8QT
info@capparchitecture.com www.capparchitecture.com
Tel: 01252 267975

© COPYRIGHT EXISTS ON THE DESIGNS AND INFORMATION SHOWN ON THIS DRAWING

This drawing may be scaled or cross referenced to the scale bar for planning application purposes only. Do not scale for any other purpose, use figured dimensions only. Subject to site survey and all necessary consents. All dimensions to be checked by user and any discrepancies, errors or omissions to be reported to the Architect before work commences. This drawing is to be read in conjunction with all other relevant materials.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

DocuSigned by:
Brian Norton
9BD7485D008E40A...




| REV. | DATE | REVISIONS | BY | STATUS |
|---|---|---|---|---|
| - | - | - | - | |

| | | | | |
|---|---|---|---|---|
| CLIENT | Cleanslate Ltd. | | PROJECT | 1 Barkham Road, Wokingham Berkshire, RG41 2X5 |
| SCALE | 1:500 (A4 ORIGINAL) | | DRAWING | Extent of footpath widening |
| DRAWN | PG | 18270 | L105 | - |
| DATE | 30.06.21 | | | |

Broadmede House, Farnham Business Park
Weydon Lane, Farnham, Surrey GU9 8QT
info@oapiarchitecture.com www.oapiarchitecture.com
Tel: 01252 267878

© COPYRIGHT EXISTS ON THE DESIGNS AND INFORMATION SHOWN ON THIS DRAWING

This drawing may be scaled or cross referenced to the scale bar for planning application purposes only. Do not scale for any other purpose, use figured dimensions only. Subject to site survey and all necessary consents. All dimensions to be checked by user and any discrepancies, errors or omissions to be reported to the Architect before work commences. This drawing is to be read in conjunction with all other relevant materials.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

**ANNEX**

**FORM OF NOMINATION AGREEMENT**

**THIS AGREEMENT** is made the day of 20

**BETWEEN**

**(1)** **WOKINGHAM BOROUGH COUNCIL** of Shute End, Wokingham, Berkshire RG40 1BN ("the Council") and

**(2)** *[name of Association] whose registered office is at *[address] ("the Association")

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement expressions shall have the meanings given to them in the Section 106 Agreement save that the following words and expressions shall (unless the context otherwise requires) have the following meanings:

| | |
|---|---|
| "Approved Tenancy" | a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below; |
| "Association" | a body registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008; |
| "Homebuy Agent" | A body appointed by the Regulator of Social Housing to facilitate helping individuals and families find homes that meet their current housing needs (or such successor body). |
| "Initial Nomination Notice" | means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period; |
| "Initial Nomination Period" | means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of the units shall have been let for the first time or sold by way of initial grant of Shared Ownership Leases; |

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

| | |
|---|---|
| "Initial Vacancy Notice" | means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation; |
| "Lender" | means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the "Lender" shall include persons deriving title by through or under such person; |
| "Nomination Period" | Shall mean a period 80 (eighty) years from the date of physical completion of the first unit; |
| "Nomination Rights" | means the rights granted by clauses 6 and 7 hereof; |
| "Nominee" | A person nominated by the Council as a prospective tenant of a Social Rented Unit Affordable Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit; |
| "Perpetuity Period" | The period of eighty (80) years from the date of the Section 106 Agreement; |
| "Planning Permission" | means the planning consent granted under reference number *[number] dated *[date]; |
| "Release Notice" | means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale; |
| "Resale Notice" | means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for sale; |
| "Section 106 Agreement" | an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site]; |

DRAFT

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

| | |
|---|---|
| "Shared Ownership Lease" | means the Association's model lease for shared ownership housing or such other shared ownership leases as shall have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed); |
| "Site" | means land at *[address of Site] shown edged red on the attached plan; |
| "Subsequent Nomination Notice" | means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee; |
| "Subsequent Nomination Period" | means the remainder of the Nomination Period after expiry of the Initial Nomination Period; |
| "Subsequent Vacancy Notice" | means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting; |
| "Units" | Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan *[drawing number] approved as part of the Planning Permission; and<br>(a) the "Social Rented Units" and/or "Affordable Rented Units" shall mean the units numbered *[number]; and<br>(b) the "Shared Ownership Units" shall mean the units numbered*[number]; |
| "Void" | means a Unit which having already been let for the first time is vacant; |
| "Working Days" | means Monday to Fridays excluding public holidays. |

1.2 Words of one gender shall be construed as importing any other gender.

1.3 Words importing the singular shall be construed as importing the plural and vice versa.

1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in

its construction or interpretation.

1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.

1.6 References to "rent" shall means:-

1.6.1 In the case of a Social Rented Unit or Affordable Rented Unit, the rent payable under an Approved Tenancy;

1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).

1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

## 2. PROVISION OF AFFORDABLE HOUSING

2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-

2.1.1 The Social Rented Units and Affordable Rented Units are to be let on Approved Tenancies.

2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

## 3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

## 4. COVENANT

The terms of this agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a Lender of such purchaser or any person acquiring a reversionary

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

## 5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide *[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

## 6. NOMINATION RIGHTS – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS

6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

**During the Initial Nomination Period**

6.1.1 One hundred percent nominations of the Units let for the first time

**During the Subsequent Nomination Period**

6.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent lets.

6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

6.3 **During the Initial Nomination Period:**

6.3.1 The Association shall not less than six weeks (6) prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.

6.3.2 Within ten days (10) of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees.

6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.

6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

6.4 **During the Subsequent Nomination Period**:

6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen days (14) advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.

6.4.2 Within ten days (10) of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.

6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause 6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

6.5 **Continuation of the Council's Nomination Rights**

6.5.1 The Association undertakes to make provision in accordance with this agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.

6.5.2 The Association shall monitor the number of Voids during each twelve month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.

6.5.3 Upon receiving notice of a Void the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

6.6 **Information the Association shall supply to the Council in writing**

6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.

6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial or Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and

6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.

6.7 **Assessment of prospective tenants**

6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.

6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.

6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.

6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

## 7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

**During the Initial Nomination Period**

7.1.1 One hundred percent nominations of the Units sold for the first time

**During the Subsequent Nomination Period**

7.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent sales.

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.

7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.

7.4 The Association will seek referrals from the Homebuy Agent covering Wokingham. Upon receipt of referrals the Association will issue a written notice listing the referrals (Release Notice) to the Council as soon as possible and seeking for referrals to be nominated to the scheme in priority order.

7.5 Within fourteen days (14) of receipt of a Release Notice or Resale Notice the Council will supply to the Association the names and addresses of up to three Nominees per Unit in priority order.

7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.4 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven days (7) of the interview.

7.7 If after the Initial Nominations, there remain unsold Units, the Association will request further nominations from the referrals list and the Council will have a further seven days (7) from receipt of the notification to put forward the names and addresses of further Nominees.

7.8 If, after point 7.6, there still remain unsold Units, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

## 8. Disposal

8.1 Subject to clause 8.2 the Association shall not:

8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or

8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).

8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Regulator of Social Housing or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.

**9.** Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and any notice shall have been deemed to have served two Working Days after posting.

**10.** In the case of dispute or difference on any matter under this agreement or as to the construction of this agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the

DocuSign Envelope ID: DC9763E4-10C6-49BA-9B4D-AA906C19CE17

time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.

**11.** It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.

**12.** For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.

**13.** The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**14.** The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the obligations in this Agreement on the part of the Association have been performed and observed.

DRAFT