

DATED

20 FEBRUARY

2015

BETWEEN

THE CORNWALL COUNCIL

(1)

and

PROBUS GARDEN ESTATE LIMITED

(2)

and

JAMES MICHAEL WILLIAMS DL, MARK GEOFFREY TETLEY, THE RT HON
MATTHEW MURRY KENNEDY ST CLAIR THE LORD SINCLAIR AND CRISPIN
DAVID JERMYN HOLBOROW TO

(3)

WAINHOMES (SOUTH WEST) HOLDINGS LIMITED

(4)

PLANNING OBLIGATION BY
AGREEMENT

under

Section 106 of the Town and
Country Planning Act 1990

Relating to land on
the East Side Of Tregony Road Probus
Cornwall

THIS DEED is made this 20 February 2015

BETWEEN

- (1) **THE CORNWALL COUNCIL** of County Hall Treyew Road Truro TR1 3AY (**"the Council"**)
- (2) **PROBUS GARDEN ESTATE LIMITED** (Company Registration No:01083778) of Estate Office Trewithen, Grampound Road, Probus Truro Cornwall TR2 4DD (**"the Owner"**)
- (3) **JAMES MICHAEL WILLIAMS DL** of Werrington Park, Launceston PL15 8TR **MARK GEOFFREY TETLEY** of the Coach House, Garlenick, Grampound, Truro TR2 4RE **THE RT HON MATTHEW MURRAY KENNEDY ST CLAIR THE LORD SINCLAIR** of Knocknalling, ST John's Town of Dalry, Castle Douglas, Kirkcudbrightshire, DG7 3ST, **CRISPIN DAVID JERMYN HOLBOROW** of Thorpe Malsor Hall, Church Way, Thorpe Malsor, Kettering, NN14 1JS (**"the School Site Owner"**)
- (4) **WAINHOMES (SOUTH WEST) HOLDINGS LIMITED** (Company Registration No: 4187073) of Owlsfoot Business Centre, Sticklepath, Okehampton, Devon, EX20 2PA (**"the Developer"**)

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (**" the Land"**) is situated and by whom the obligations contained in this Deed are enforceable
2. The Owner is interested as freehold owner in the Land which is registered at the Land Registry with title absolute under title number CL171388 subject to the option dated 10 September 2009 in favour of the Developer mentioned in the Charges Register of that title.
3. The School Site Owner is interested as freehold owner of The School Site which is registered at the Land Registry with title absolute under title number CL96653.
4. The Developer has an option to acquire the Land dated 10 September 2009 mentioned in the Charges Register of title number CL171388 and has submitted the Application.

5. By a notice of refusal dated 15th April 2015 the Council refused planning permission for the reasons set out therein ("the Refusal") and the Developer submitted the Appeal to the Secretary of State against the Refusal and enters into this obligation to the intent that any objections of the Council to the grant of planning permission are overcome and the Council enters into this Deed without prejudice to its case in the Appeal .
6. It is intended that an agreement with a Registered Provider (" the Registered Provider") will be entered into for the delivery and management of those Affordable Dwellings which are Affordable Rented Dwellings¹ as defined in clause 1.1 of this Deed

NOW THIS DEED is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of that Section and **WITNESSES** as follows:

1. DEFINITIONS AND INTERPRETATION

It is declared as follows for the purposes of this Deed the following expressions shall have the following meanings:

1.1 Definitions

"the 1990 Act" means the Town and Country Planning Act 1990 (as amended)

"the 1999 Act" means The Contracts (Rights of Third Parties) Act 1999 as may be amended from time to time

"Advertising" means the advertising for sale or letting of any interest in the relevant Affordable Dwelling in accordance with a scheme to be approved by the Council (such approval not to be unreasonably withheld or delayed) which scheme shall include unless otherwise agreed with the Council:

- (a) In the case of Affordable Rented Dwellings: an advertisement on the website of Cornwall Homechoice or such other similar website for advertising affordable homes which are ready for letting as agreed by the Council
 - (b) in the case of RP Shared Ownership Dwellings and Intermediate Homes for Sale Non RP Shared Ownership Dwellings and Equity Percentage Homes an
-

advertisement on the website of Southwest Homes or any other similar organisation promoting intermediate market housing

- (c) such other local advertising as shall be agreed in writing by the Council

"Affordable Dwellings" means any one of the 45 dwellings (including any associated parking space(s) and residential curtilage) referred to in the Application and/or the approved Affordable Housing Scheme comprising

- (a) Affordable Rented Dwellings; and
- (b) RP Shared Ownership Dwellings; and
- (c) Intermediate Homes for Sale
- (d) Non RP Shared Ownership Dwellings
- (e) Equity Percentage Homes

to be constructed on the Land pursuant to the Planning Permission and "Affordable Dwelling" means any one of the said dwellings

"Affordable Housing Land" means the plots identified in the Affordable Housing Scheme (forming part of the Land) and described in the Affordable Housing Schedule upon which the Affordable Dwellings are to be constructed

"Affordable Housing Schedule" means the number size tenure and mix of Affordable Dwellings as set out in paragraph 2.1 of Part 1 of the Second Schedule.

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

- (a) Details of the basis of calculation of any service charges, ground rents or management fees to be applied to the Affordable Dwellings;
- (b) Details of the construction and equipping of the Affordable Dwellings;
- (c) Details of the phasing of the Development
- (d) The name of the Registered Provider;
- (e) Details of the Price of the relevant Affordable Dwellings;
- (f) Arrangements for the transfer of the Affordable Dwellings;
- (g) In the case of Affordable Rented Dwellings details of the design and quality standards to be applied to the Affordable Dwellings;
- (h) In relation to the Intermediate Affordable Dwellings whether the Owner intends to offer them as Equity Percentage Homes and/or Intermediate Homes for Sale and/or, Non RP Shared Ownership Dwellings

[illegible][illegible]

012574

(Hollm)

W. B. Smith

Rev F Mar 2014 LTW Plois 51 & 52 Reassigned
Rev E Feb 2014 LTW Affordable Housing Amended
Plois 45 & 66
Rev D Feb 2014 LTW Affordable Housing Amended
Plois 45-47, 56 & 59
Rev C Dec 2013 LTW Affordable Housing Amended
Rev B Oct 2013 9RD Apartments reduced to two story
Rev B Sept 2013 P2D Garage size amended

Probus
LAND OFF TREGONY ROAD
PROBUS CORNWALL

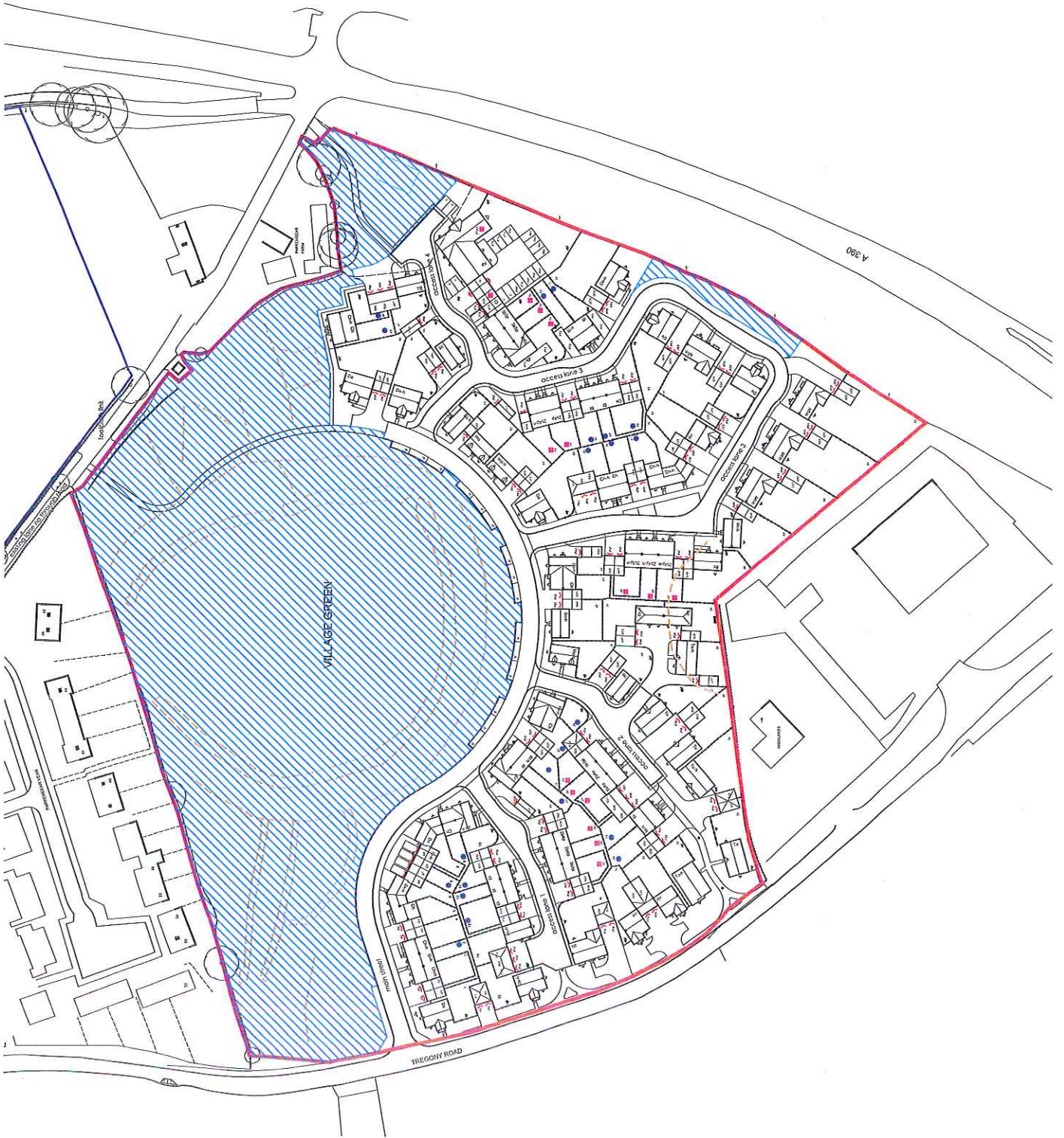
PLANNING LAYOUT

Date: Sept 2013 AI Grade: 4-600

WADINHOMES

Walshomes (South West) Holdings Ltd
Owlfoot Business Centre Stocklepath
Okehampton Devon EX20 2PA
Tel: 01817 84100 Fax: 01837 841019

Drawing No. WAIN/PROBIS/PI AN/100F



Wain
Wain
Wain
Wain
Wain

Probus J.L.C.
LAND OFF TREGONY ROAD
PROBUS CORNWALL

Management Company Areas

Date: Feb 2015 A3 Scale: 1:1250 Drawn:



Wainhomes (South West) Holdings Ltd
Owlisfoot Business Centre Sticklepath
Okehampton EX20 2PA
Tel: 01837 84100 Fax: 01837 841019

Drawing No. Rev:

WAIN/PRO/MANCO

- land owned by CC
- land / buildings owned by others
- existing primary school
- early years / childrens centre
- alternative extension location for key stage one classrooms
- extension - key stage two classrooms
- extension and remodelling to enlarge hall

extension - phase 1 classrooms = 650m²
 extension - phase 2 classrooms = 365m²
 remodelling of existing school = 300m²
 minor alterations / refurbishment = 330m²
 total site area range for 330 place primary school = 13915 - 15813m²
 total site area range for 420 place primary school = 19860 - 22565m²
 total site area available for 330 place primary school = 15307m²
 total site area available for 420 place primary school = 21160m²
 larger area of the site preferred because of site topography

Retained Land.

/// **Row to School**
 maintenance only
 Phase 1 land 6706m²
 1.6 acres.

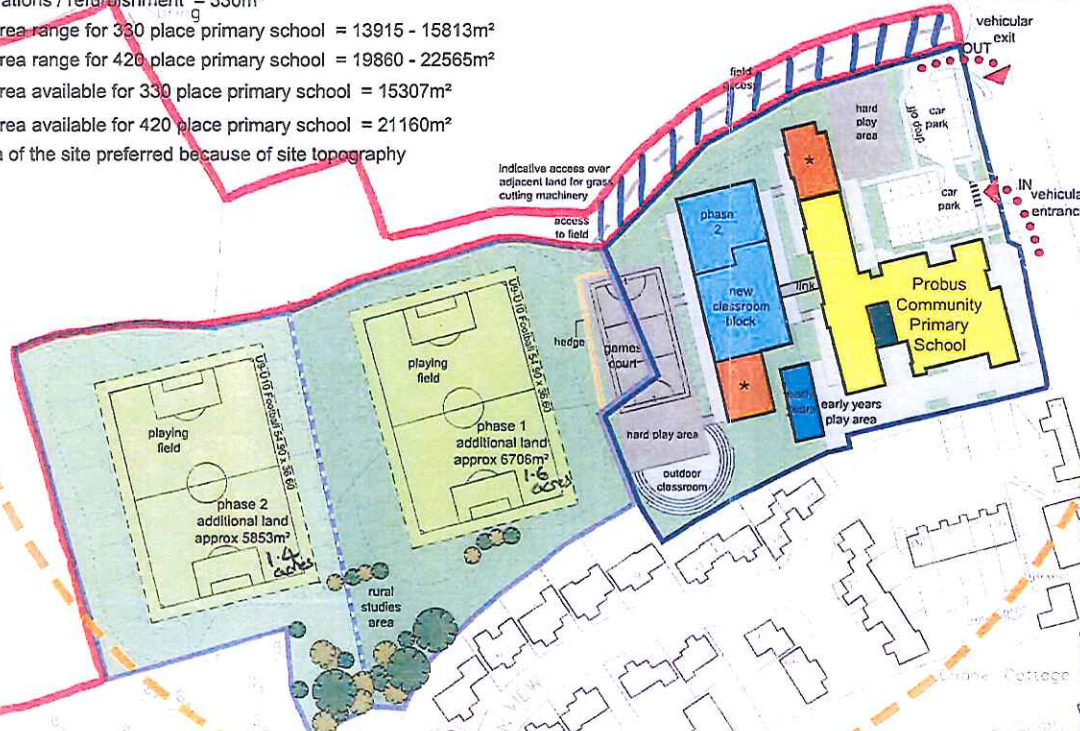
Phase II land: 5853 m²
 1.4 acres.

0 10 20 30 40 50

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This map is based on Ordnance Survey data with the permission of Ordnance Survey. It is not to be used for any purpose other than that for which it was prepared and for which Cornwall Council was commissioned. Cornwall Council accepts no liability for any drawing to any party other than the person commissioned.



dec 13 site area amended as comments received

ORIGINAL
 REV DATE NATURE OF REVISION

REVISIONS

CORNWALL COUNCIL
 one and all
 Cornwall Council logo and signature of Michael Chubb.

LOCATION

2310 Cornwall
 Truro

PROJECT

Probud Primary School
 Viability study
 Section 106-2013

DRAWING TITLE

Indicative site plan

J. H. H.

PROJECT MANAGER

ORIGINATOR

SCALE

c Jackson
 A3 = 1:1250

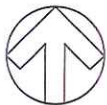
DRAWING NO

2310/A3741/E208/SK2

REVISION

A

SCHOOL SITE PLAN



M Kelly

Michael Phworthy

J.H.C.

012574

Notes:

1. Proposed works subject to detailed design and S278 approval by Cornwall Council

REV	DATE	DESCRIPTION	BY	CHE	APD
B	28.03.2014	NOTE ADDED	GJ	AJW	IDA
A	09.12.2013	INITIAL ISSUE	GJ	AJW	IDA

CLIENT:



DRAWING STATUS:
FOR INFORMATION ONLY

PROJECT:
TREGONY ROAD,
PROBUS

TITLE:
OFFSITE HIGHWAY OPTION -
A390 DIVERGE LANE

PROJECT No: 0008
DRAWING No: PHL/002
REV: B

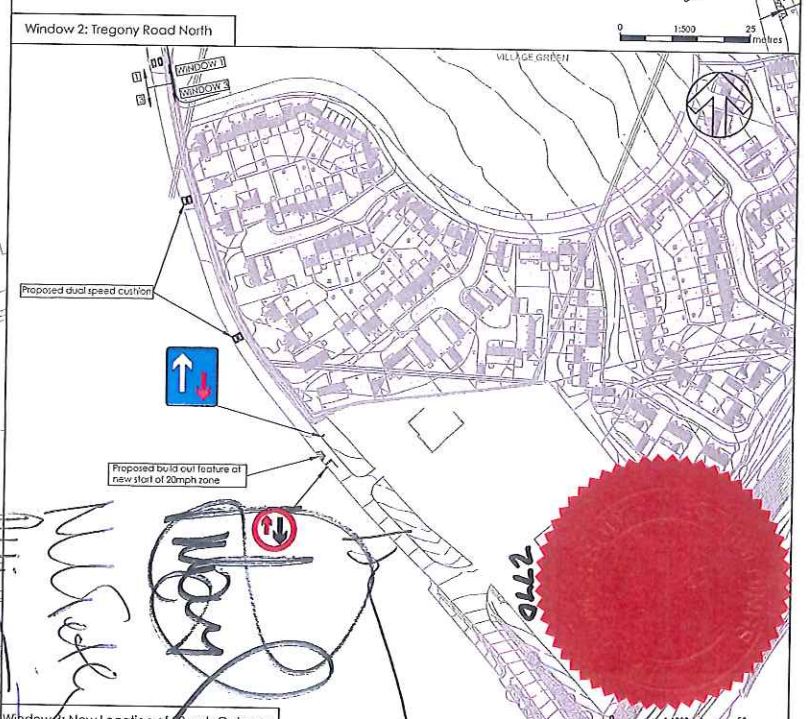
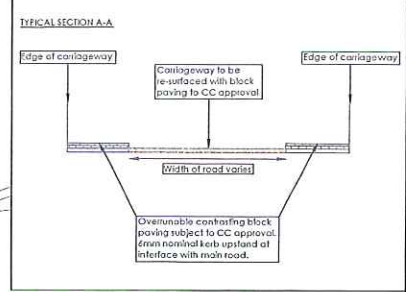
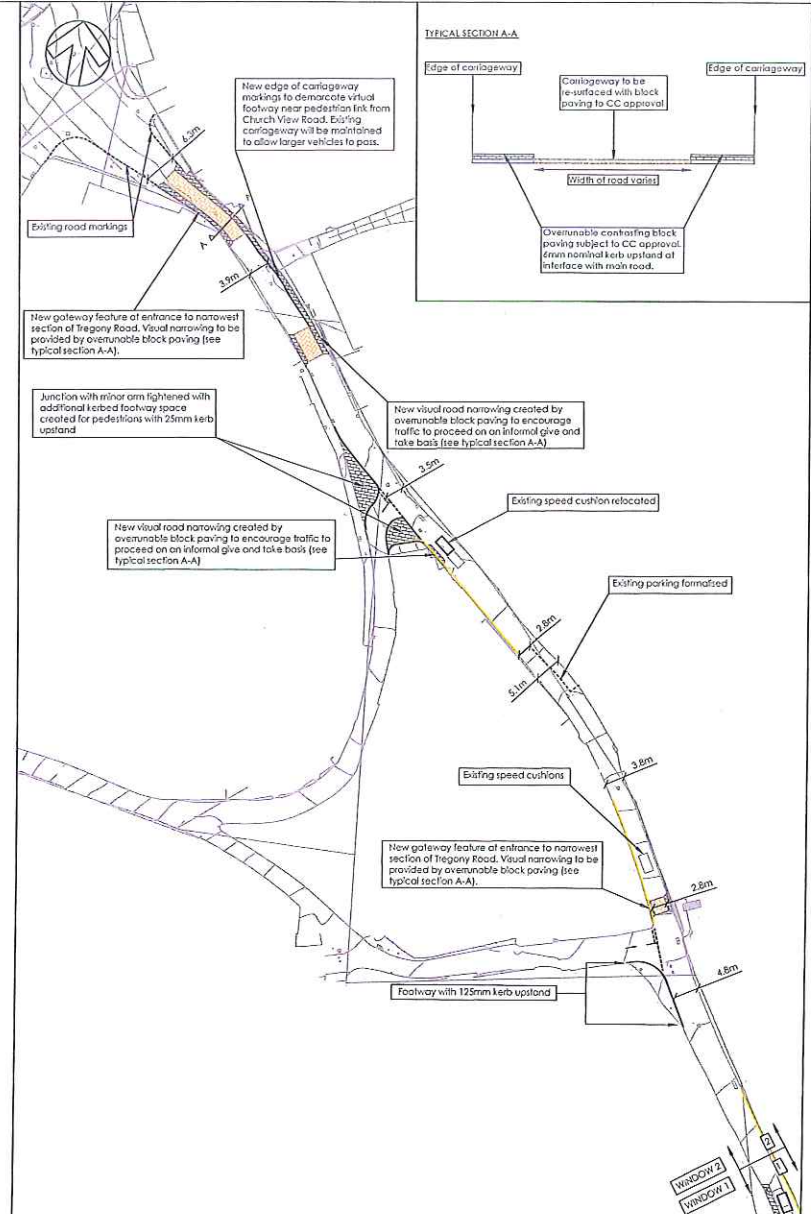
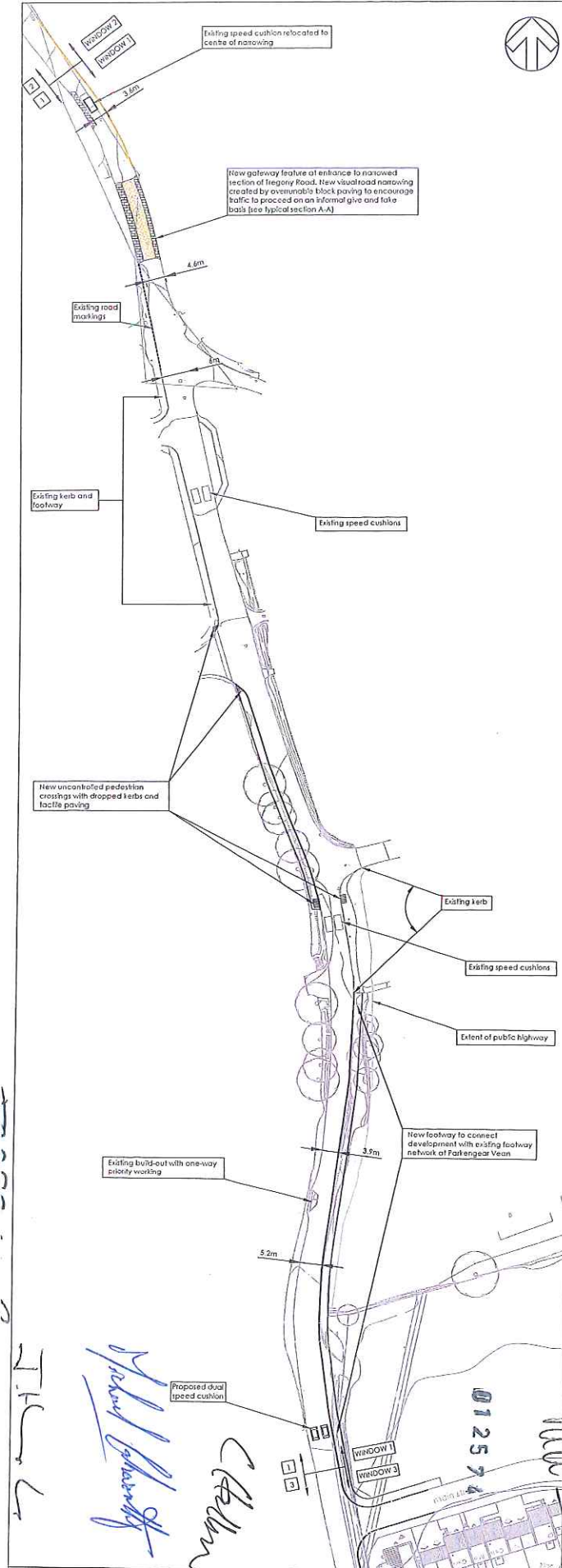
SCALE: A3: 1:500 25 metres



awcockward
partnership

Awcock Ward Partnership, Ashford House, Grenadier Road, Exeter, Devon, EX1 3LH
Tel: 01392 409007 Web: www.awpexeter.com

TREGONY ROAD JUNCTION PLAN



Window 3: New Location of 20mph Gateway

Window 2: Tregory Road North

Window 1: Tregory Road South

Notes:

- Locations of existing road gates will be identified and inspected at detailed design stage.
- Proposed temporary road types will be specified for those identified with visual road narrowings. The detailed design of the works will be subject to Stage 2 PSA and 278 approval by CC in the usual manner.
- Lighting review will be carried out at S278 design stage with Wainhomes funding the improvement of street lighting if required. It will be extended to new extent of 20mph zone.
- Specification of block paving to be agreed at detailed design stage.

Key:

- Existing double yellow line markings
- Block Paving - Type 1
- Block Paving - Type 2

WAINHOMES

PROPOSED OFF-SITE HIGHWAY WORKS TO TREGORY ROAD

PROJECT: 0008 **DRAWN BY:** PHU/001 **REV:** E

SCALE: AS SHOWN

AWCOCKWARD PARTNERSHIP

Awcock Ward Partnership, Ashford House, Grosvenor Road, Exeter, Devon, EX1 3JH
Tel: 01392 431007 Web: www.awcockward.co.uk

"Affordable Rent" a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government SAVE THAT the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Percentage plus 0.5%

"Affordable Rented Dwellings" means the 23 dwellings to be constructed on plots marked "Affordable Rent" in the Affordable Housing Schedule and marked with pink on the Layout Plan and let by a Registered Provider of social housing to households who are eligible for social rented housing, constructed to Housing Standards, let at an Affordable Rent and "Affordable Rented Dwelling" means any one of the said dwellings

"Alternative Affordable Home" means either:

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

"the Appeal" the planning appeal made by the Developer and registered by the Planning Inspectorate under reference APP/D0840/A/14/2221834.

"the Application" means the application for full planning permission to carry out the Development and which was submitted to the Council on 24 October 2013 and allocated planning reference PA13/09823

"Area Local Connection" means a connection with the Primary Area or Secondary Area as appropriate and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:

- (a) being permanently resident therein for a continuous period of at least three (3) years immediately prior to Advertising; or
- (b) being formerly permanently resident therein for a continuous period of five (5) years; or

- (c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein for a continuous period of at least three (3) years immediately prior to Advertising; or
- (d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to Advertising

"Assured Tenancy" means an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 as amended by the Housing Act 1996 or such other similar form of periodic tenancy permitted under any statutory modification

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose):

- (a) operations consisting of site clearance;
- (b) demolition work;
- (c) archaeological investigations;
- (d) investigations for the purpose of assessing ground conditions;
- (e) remedial work in respect of any contamination or other adverse ground conditions;
- (f) diversion and laying of services;
- (g) erection of any temporary means of enclosure;
- (h) the temporary display of site notices or advertisements; and

"Commence" "Commencement of Development" and "Commence Development" shall be construed accordingly

"Cornwall Homechoice" means a choice based scheme developed and operated in partnership between Cornwall Council and local Registered Providers

"County" means the County of Cornwall

"County Local Connection" means a connection with the County and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:

- (a) being permanently resident therein for a continuous period of at least 12 months immediately prior to Advertising and that residence is of their own choice; or
- (b) being formerly permanently resident therein for a continuous period of five (5) years; or
- (c) having his or her place of permanent work (normally regarded as 16 hours or more a week and not including seasonal employment) therein immediately prior to Advertising; or
- (d) having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least five (5) years immediately prior to Advertising; ; or
- (c) being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Council's Cornwall Homechoice policy as amended from time to time

"Development" means residential development of 90 dwellings including access, associated engineering works, garages, infrastructure, drainage and landscaping.

"Discounted Price" means a price no greater than a sum equal to 70% of the Open Market Value of the relevant Affordable Dwelling or any such increased percentage following the exercise of a right to Staircase

"Dwelling" means any dwelling permitted pursuant to the Planning Permission and the term "Dwellings" shall mean all of them

"Education Contribution" means the sum of £2,736 multiplied by the number of Open Market Dwellings with two or more bedrooms increased by the Percentage towards the provision of additional classrooms or other infrastructure improvements at the primary and / or secondary schools within the catchment area of the Development..

"Equity Mortgage" means an interest free equity loan or mortgage granted on first sale and being for the difference between the Open Market Value and the Discounted Price for the Affordable Dwelling and expressed as a percentage and which if repaid when the property is sold shall be at the same percentage of the Open Market Value at the time of resale or such reduced percentage where the level of equity owned has changed through Staircasing.

"Equity Mortgagee" means the mortgagee under an Equity Mortgage

"Equity Percentage Homes" means any Affordable Dwelling sold under an Equity Percentage Arrangement

"Equity Percentage Arrangement" means arrangements under which on the first relevant disposal

(a) the owner of a freehold or leasehold interest in a dwelling ("seller") conveys it to an individual "(buyer)",

(b) the buyer in consideration of the conveyance-

(i) pays the seller the Discounted Price and

(ii) agrees to pay the seller the sums calculated by reference to the difference between the Discounted Price and Open Market Value expressed as a percentage of Open Market Value, and

(c) the liability to make any payment required by the arrangement (apart from the Discounted Price) is secured by an Equity Mortgage.

And equivalent arrangements on any subsequent sale

"Exempt Payment" means any payment received by the Equity Mortgagee for the redemption of an Equity Mortgage on the sale of an Affordable Dwelling in circumstances where a new Equity Mortgage is to be granted immediately to a Qualifying Person in Housing Need who is purchasing that Affordable Dwelling

"Exempt Person" means any person who:

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

"the Expert" means a person having appropriate qualifications and local knowledge and experience in the matters in dispute as agreed by the Relevant Parties or failing agreement such person as is nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Relevant Parties

"Homes and Communities Agency" means the body for the time being having or being responsible for providing financial assistance to bodies including Registered Providers of social housing for the purpose of improving the supply and quality of housing in England now conferred on such body under the Housing and Regeneration Act 2008 or any legislation replacing or amending the same

"Household" means anyone who may reasonably be expected to reside with the Qualifying Person(s)

"Housing Need" means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is Insecure or unsuitable and being unable to purchase or (in relation to Affordable Rented Dwellings) rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances. Accommodation may be unsuitable on the grounds of cost, overcrowding unfitness or lack of basic amenities or because of a person's infirmity physical disability mental disability or specific social or care needs;

"Housing Standards" means homes built to the Homes and Communities Agency's "Design and Quality Standards" in force at the Commencement of Development including the need to achieve:

- (a) the minimum Housing Quality Indicator (HQI) score
- (b) as specified by the Homes and Communities Agency for the relevant tenure;
- (c) the appropriate level of the Code for Sustainable Homes the attainment of which is to be certified by the Owner;
- (d) a minimum specified score against the Building for Life criteria

"Insecure" means accommodation which the Qualifying Person does not have a legal right to occupy in the long term

"Interest" means 4% above the Base-lending rate of the National Westminster Bank Plc from time to time or such other bank as the Council may notify the Applicant

"Intermediate Affordable Dwellings" means the 22 Affordable Dwellings identified in the Affordable Housing Schedule as "Intermediate" which the Owner may let or sell as Equity Percentage Homes, Intermediate Homes for Sale or RP Shared Ownership or Non RP Shared Ownership.

"Intermediate Rent" means a rent which does not exceed 80% of the local Open Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant rental market area allowing for any modifications to a level of allowance as published from time to time by the Government

"Intermediate Homes for Sale" means a Dwelling for sale to a Qualifying Person at the Discounted Price

"iOnTRAVEL" means the Council's online monitoring tool for travel plans. (Travel data and information relating to individual travel plans will be uploaded to this site and acts as an interface between the Council and the Travel Plan coordinator for the duration of the travel plan.)

"Lender" means a chargee that has taken a mortgage of a Non RP Shared Ownership Lease from a Purchaser to secure monies advanced to the Purchaser

“Land” means the Land referred to in the First Schedule and Recitals 1 and 2 hereof

“the Layout Plan” means the plan referred to in the Second and Third Schedules and annexed hereto

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

- (a) the name and address of the landlord and Owner;
- (b) address of the property;
- (c) weekly or monthly rent (not to exceed 80% of Open Market Rent);
- (d) amount and breakdown of any service charge per week, month or annum;
- (e) details of any additional charges;
- (f) any age or other occupancy restrictions;
- (g) property type;
- (h) property size;
- (i) heating type;
- (j) details of mains services in the property;
- (k) availability of parking space/garage;
- (l) any disabled adaptations;
- (m) provision of any support services;

and which is delivered to the Council, clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service PROVIDED THAT for the avoidance of doubt an advertisement for the Affordable Dwelling placed on Cornwall Homechoice and approved by the Council shall be considered a “Letting Notice” for the purposes of Paragraph 3 and Paragraph 4 of Parts 3, 5 and 6 of the Second Schedule

“Lifetime Homes Standards” means the recognised set of housing design standards that:-

- a) make a home accessible to disabled people; and
- b) allow for future adaption to meet the changing needs of the occupiers

and which are set out in the Lifetime Homes Design Guide 2011 as updated from time to time or any similar document that may replace it

“Local Housing Allowance” means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental

market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it

"Management Company" means a company to be established by the Owner for the maintenance of the Open Space Land (and other purposes) and funded by a Reasonable Service Charge on the Owners of the Dwellings on the Land.

"Mortgagee" means the mortgagee of either:

- (a) the Land or any part thereof; or
- (b) an individual Affordable Dwelling where the mortgagor has defaulted on the particular mortgage
- (c) any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise

"Mortgage Default Payment" Any receipt received by or payment made to the Equity Mortgagee under an Equity Mortgage following the exercise of a power of sale by a Mortgagee with higher priority which is not an Exempt Payment

"Mortgagee's Duty" means the tasks and duties set out in 6.2 of Part 1 of the Second Schedule of this Deed

"Non RP Shared Ownership Dwellings" means the any of the Intermediate Affordable Dwellings which the Owner elects to sell subject to a Non RP Shared Ownership Lease and a "Non RP Shared Ownership Dwelling" means any of the said dwellings

"Non RP Shared Ownership Lease" means a lease substantially in the form approved or published by the Homes and Communities Agency whereby the tenant having paid an initial premium calculated by reference to a maximum of 75% of the Open Market Value of the particular unit pays a rent in respect of the remaining equity held by the Owner plus (if appropriate) a Reasonable Service Charge and whereby the tenant may in successive tranches purchase up to a maximum of 100% of the equity in the unit PROVIDED THAT such rent shall not exceed One Pound (£1) per annum

"Occupation" means occupation for the purposes of residential use permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms "Occupied" "Occupy" and "Occupier" shall be interpreted accordingly;

"Offer" means an offer in writing made by the Owner to the Registered Provider in the form set out and completed in accordance with Annex B of the Second Schedule

"Off-Site Open Space Contribution" means the sum of £30,780 increased by the Percentage to be used for provision or improvement of open and green space in the vicinity of the Site

"Open Market Dwellings" means the Dwellings other than the Affordable Dwellings;

"Open Market Rent" means a rent valued using the definition of the International Valuations Standard Committee as adopted by the Royal Institution of Chartered Surveyors and approved by the Council

"Open Market Value" means the price which 100% of the freehold or long leasehold interest in the relevant Affordable Dwelling would fetch if sold on the open market by a willing vendor and disregarding the obligations and restrictions contained in this Deed except in relation to Staircasing approved by the Council;

"Open Space Land" means the on-site open space land to be laid out as part of the Development and hatched blue on the Open Space Masterplan

"Open Space Landscape and Planting Specification" means a detailed specification for planting of, laying out and construction of the Open Space Land in accordance with the national standard for the design and construction of open spaces including any guidance in force from the Council.

"Open Space Management Plan" means a plan detailing how the on-site Open Space Land shall be managed in perpetuity which shall include for the avoidance of doubt a business plan detailing how the Management Company which is to carry out such maintenance as required in the Open Space Maintenance Specification will function and how this will be secured in perpetuity.

"Open Space Maintenance Specification" means a specification document highlighting the particular management maintenance and inspection schedule for each area of Open Space Land in accordance with the Open Space Landscape and Planting Specification.

"Open Space Masterplan" means the plan attached to this Deed and marked "Management Company Areas".

"Owner of the Common Parts" means any owner of common parts of the Land, including a Registered Provider or Management Company, and not including the Owner of any individual Dwelling

"Percentage" means the percentage rise in the United Kingdom General Index of Retail Prices (All Items) when the last published index figure before the day of payment is compared with the last published index figure before the date of this Deed but if the basis for calculation of the Index of Retail Prices has changed and any method of calculation between the new and the old figures is officially published that method shall be used for the purposes of comparison under this provision

"Phase" means each phase of construction of the Development identified in a phasing plan approved by the Council and pursuant to the Planning Permission;

"Planning Administration Fee" means the Council's charge to recover the expenses incurred by the Council in monitoring compliance with the obligations contained in this Deed

"the Planning Permission" means planning permission granted pursuant to the Appeal

"Practical Completion" means the practical completion of the Affordable Dwelling as evidenced by the issue of a certificate by an architect, surveyor or other suitably qualified professional person confirming that the construction of the Affordable Dwelling is completed internally and externally and "Practically Completed" shall have the same meaning

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

"the Primary Area" means the parish of Probus within the County

"Purchaser" means a person who has the interest which carried the right to occupy under a Non RP Shared Ownership Lease

"Qualifying Person" means person(s) who (unless otherwise agreed with the Council) has / have an Area Local Connection with:

- (a) the Primary Area; or
- (b) if no person satisfying the requirement of (a) above has been identified by the Owner in consultation with the Council within a period of 28 days of Advertising the relevant Affordable Dwelling a person who has an Area Local Connection with the Primary Area or Secondary Area; or
- (c) if no person satisfying the requirements of (a) or (b) has been identified by the Owner in consultation with the Council within a period of 56 days of Advertising the relevant Affordable Dwelling a person who has a an Area Local Connection with the Primary Area or Secondary Area or a County Local Connection

PROVIDED THAT the Council reserves the right not to allow the sale or letting of an Affordable Dwelling to a Qualifying Person with a Primary Area connection should the sale or letting result in an under occupancy of the Affordable Dwelling by more than one bedroom; and

PROVIDED FURTHER THAT in the case of a dwelling which has been constructed or adapted to meet the needs of disabled persons the Council reserves the right to allow the sale or letting of an Affordable Dwelling to a disabled person who is either in Housing Need or releasing an Alternative Affordable Home elsewhere and who on the date of Advertising has a County Local Connection PROVIDED that the Affordable Dwelling has first been offered to any disabled person who is either in Housing Need or releasing an Alternative Affordable Home elsewhere and who has an Area Local Connection with the Primary Area followed by any disabled person who is either in Housing Need or releasing an Alternative Affordable Home elsewhere and who has an Area Local Connection with the Secondary Area

SAVE THAT where an Affordable Rental Dwelling is subject to the provisions of The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012 such person(s) that fall within Regulation 3 (3) of those regulations shall not be required to have an Area Local Connection with either the Primary Area or the Secondary Area or County Local Connection

"Reasonable Service Charge" means a sum that covers the contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Dwelling such as maintaining repairing and keeping secure the relevant Affordable Dwelling and its common parts the cleaning and lighting of common parts and the maintenance of any public open space, communal gardens or landscaping areas that directly benefit the Affordable Dwelling

"Registered Provider" means a body which is:

- a) registered as a provider of social housing under part 2 of the Housing and Regeneration Act 2008 or such other class of body as may be constituted under any legislation replacing that provision; and
- b) approved by the Council

"Relevant Parties" means the parties to this Deed or their successors in title and/or assigns and in the case of the Council includes any statutory successors as local planning authority

"Residual Owner" in relation to a Non RP Shared Ownership Dwelling the owner of the freehold and/ or the retained equity under a Non RP Shared Ownership Lease

"Retained Equity" means all interests under a Non RP Shared Ownership Lease other than the interest of the Purchaser or a Lender

"RP Shared Ownership Dwellings" means any of the Intermediate Affordable Dwellings which the Owner elects to be disposed of to a Registered Provider, constructed to Housing Standards and sold subject to a RP Shared Ownership Lease and a "RP Shared Ownership Dwelling" means any of the said dwellings

"RP Shared Ownership Lease" means a lease substantially in the form approved or published by the Homes and Communities Agency whereby the tenant having paid an initial premium calculated by reference to a maximum of 75% of the Open Market Value of the particular unit pays a rent in respect of the remaining equity held by the Owner plus (if appropriate) a Reasonable Service Charge and whereby the tenant may in successive tranches purchase up to 100% of the equity in the unit:

PROVIDED THAT such rent per annum shall:

- (a) initially be at a level not exceeding 2.5% of the full Open Market Value of the Registered Provider's retained share of the relevant affordable unit; and

- (b) not be at a level which is in conflict with any applicable Homes and Communities Agency restrictions relating to charges payable by the tenant

"Sale Notice" means a notice which contains details of the Affordable Dwelling(s) to be sold in the form set out and completed in accordance with Annex A of the Second Schedule and which is delivered to the Council and clearly addressed to and marked for the urgent attention of the Head of the Planning and Regeneration Service

"School Site" means the land outlined in red on the School Site Plan together with a right of way for vehicular and pedestrian access over the land hatched red on that Plan.

"School Site Plan" means the plan referred to in the First Schedule and annexed hereto

"Secondary Area" means the parishes of St Erme, Ladock, Grampound with Creed, Cuby, Tregony St Michael Penkevil and St Clements within the County;

"Serviced Land Contribution" means the sum of £100,000 increased by the Percentage as a contribution to providing Services to the School Site.

"Services" means the provision of proper connections to all of surface water drainage facilities, mains of foul drainage, water, gas electricity and communications cabling

"Staircase" means the exercise of a right of

(i) a tenant under a Non RP Shared Ownership Lease to purchase an increased share of the equity up to and including the whole of the equity and accordingly to become the freehold owner of the dwelling

(ii) a purchaser under an Equity Percentage Arrangement to make repayments to reduce the amount secured under an Equity Mortgage up to and including its total redemption

"Staircased" shall be construed accordingly.

"Staircase Out" means the exercise of the right to Staircase whereby

(i) a tenant under a Non RP Shared Ownership Lease has purchased the whole of the equity

(ii) a purchaser under an Equity Percentage Arrangement has redeemed the amount secured under an Equity Mortgage up to and including its total redemption
And "Staircased Out" shall be construed accordingly

"Staircasing Receipts and Staircasing Payment"

any receipts received by or payment made to

(i) the Residual Owner under a Non RP Shared Ownership Lease as consideration for the grant of additional equity or the tenant exercising his or her right to Staircase Out or

(ii) an Equity Mortgagee as consideration for the reduction or redemption of the Equity Mortgage

"Subsidy" means social housing grant or similar provided by the Council and/or the Homes and Communities Agency or other such body as may succeed it

"Sustainable Transport Contribution" means the sum of £99,000 (being £1,100 per dwelling) increased by the percentage rise in the United Kingdom General Index of Retail Prices (All Items) when the last published index figure before the day of payment is compared with the last published index figure before 31 May 1996 (in accordance with the provisions of Carrick Local Plan policy 13L) as a contribution to providing and improving facilities for sustainable transport in the vicinity of the Land.

"Travel Plan" means a written plan detailing a package of measures which will facilitate and promote sustainable travel associated with the development in accordance with Part D of the Third Schedule the draft of which is at Paragraph 6 of the Transport Assessment of prepared by Awcock Ward Partnership and dated 8 October 2013

"Tregony Road Junction Works" means the scheme of works to improve the junction between Tregony Road and the A390 shown on the plan annexed to this Deed and marked "Tregony Road Junction Plan" or such other works as the Owner and the Council may agree.

"Tregony Road Traffic Calming Works" means the scheme of works show on the plan annexed to this Deed and marked "Tregony Road Calming Plan" or such other works as the Owner and the Council may agree.

"Valuer" means a professionally qualified valuer who is a member of the Royal Institution of Chartered Surveyors or equivalent;

"Waste Management Contribution" means the sum of £18,000 increased by the Percentage as a contribution towards the cost of providing facilities for waste management and recycling in the vicinity of the Land.

1.2 Interpretation

1.2.1 The expressions "the Council" "the Owner", and "the Developer" shall include their successors in title and assigns and any person(s) or body corporate deriving title through or under them

1.2.2 Words importing the masculine gender only shall include all other genders and vice versa

1.2.3 Words importing the singular shall include the plural and vice versa

1.2.4 Words importing persons shall include companies and corporations and vice versa

1.2.5 Where any party consists of two or more persons companies or corporations the Deed expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party

1.2.6 Save where a contrary intention is expressed a reference herein to a clause or Schedule shall be deemed to be a reference to a clause or Schedule of this Deed and reference to a sub-clause paragraph or Part shall be deemed to be a reference to a sub clause or paragraph or Part of the clause or Schedule in which such reference appears

1.2.7 All references 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

- 1.2.8 The clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Deed

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act and all other enabling powers and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner's interest in the Land and to the intent that the obligations on the part of the Owner herein contained falling within the provisions of Section 106 of the 1990 Act shall be planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council as local planning authority in accordance therewith but subject as hereinafter provided
- 2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants prior to parting with such interest
- 2.3 Nothing in this Deed shall restrict or regulate the carrying out of any development of the Land pursuant to a planning permission granted after the date of this Deed, other than the Planning Permission.
- 2.4 This Deed shall take effect from the date of Commencement of Development is Commenced save for clauses 5, 7, 8, 9 and 10 and paragraph 1.1 of Part 1 of the Second Schedule which shall take effect from the date hereof PROVIDED THAT if the Planning Permission is revoked or expires by the effluxion of time then this Deed shall cease to have effect provided always that at the time of the said revocation no development has begun within the meaning of Section 56 of the 1990 Act;
- 2.5 The provisions of the 1999 Act shall not apply to this Deed and no third party shall have any rights to enforce the terms of this Deed
- 2.6 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.

3 MATERIAL CONSIDERATIONS.

- 3.1 The Planning Obligations shall have effect in the event that the Secretary of State or the Planning Inspector determining the Appeal states in the decision letter that in his or her opinion the requirement for each of those obligations (considered individually) is a material consideration pursuant to Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No. 948)

4.. COVENANTS

- 4.1 The Owner covenants with the Council to fulfil the obligations and restrictions specified in this Deed
- 4.2 The Developer consents to the Owner entering into this Deed and acknowledges that the Land and its interest in it will be bound by the obligations in this Deed and it will be bound to fulfil the obligations and restrictions specified in this Deed if and when it acquires an interest in the Land as successor in title to the Owner
- 4.3 The Council covenants with the Owner to fulfil the obligations specified in the Fourth Schedule to this Deed

5. OWNER'S FURTHER AGREEMENT

The Owner further agrees as follows:

- 5.1 To supply to the Council (within 21 days of the Council's written request to do so) such information as the Council within its reasonable discretion considers that it requires in order to determine whether the terms and conditions of this Deed are being observed
- 5.2 To pay the Council's reasonable legal fees and any costs incurred in the negotiation preparation and execution of this Deed on Commencement of Development
- 5.3 To pay the Council's Planning Administration Fee of £2,500 on Commencement of Development

6 SCHOOL SITE OWNER

- 6.1 The School Site Owner enters into this Deed to acknowledge that it is willing to make the School Site available to enable the Owner to comply with the obligations under the Third Schedule

7. REGISTRATION

The Owner acknowledges that this Deed will be registered as a Local Land Charge by the Council

8. NOTICES

Any notice consent or approval required to be given under this Deed to any party to this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post to the address of the party aforesaid or such other address for service as shall have been previously notified by the party to the other parties

9. SETTLEMENT OF DISPUTES

- 9.1 Any dispute arising out of the provisions of this Deed shall be referred to the Expert for the determination of that dispute PROVIDED THAT the provisions of this clause shall be without prejudice to the right of any party to seek the resolution of any matter relating to the Deed by the courts and / or in accordance with Section 106(6) of the 1990 Act
- 9.2 The Expert shall be appointed jointly by the Relevant Parties who are in dispute
- 9.3 The decision of the Expert shall be final and binding upon the Relevant Parties and subject to the following provisions:-
- (a) the charges and expenses of the Expert shall be borne equally between the Relevant Parties who are in dispute unless the Expert shall otherwise direct;
 - (b) the Expert shall give the Relevant Parties who are in dispute an opportunity to make representations and counter representations to him before making his decision;
 - (c) the Expert shall make his decision within the range of any representations made by the Relevant Parties who are in dispute themselves;

- (d) where there is a dispute as to the amount of any contribution the Owner shall pay its estimate of such contribution to the Council at the time specified in this Deed and shall pay any difference between that figure and the amount determined by the Expert within 28 days of the Expert's decision together with Interest thereon calculated (in accordance with this Deed) from the date the payment was required until the date it is made

10. JURISDICTION

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

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

THE FIRST SCHEDULE

("the Land")

ALL THAT piece or parcel of land known as land at Tregony Road Probus Cornwall **ALL OF WHICH** said land is shown for identification purposes only edged with a red line on the Layout Plan

THE SECOND SCHEDULE

("the Obligations and Restrictions: Affordable Housing")

PART 1 – GENERAL PROVISIONS

1 GENERAL

1.1 NOTICE OF COMMENCEMENT

No Development shall Commence until the Owner has served notice on the Council clearly addressed and marked for the attention of the Head of Planning and Regeneration for the Council confirming the proposed date for the Commencement of Development

1.2 LIFETIME HOMES STANDARDS

All Affordable Rented Dwellings as set out in the Affordable Schedule below shall be constructed to Lifetime Homes Standards

2 AFFORDABLE HOUSING SCHEDULE AND DETAILS OF THE AFFORDABLE HOUSING SCHEME

2.1 The Affordable Dwellings shall be provided in accordance with the numbers and types set out in the table below ("the Affordable Housing Schedule") .

Plot No	Type Ref	Type	Bed'ms	Sq m	Sq ft	Tenure
03	Bell	House	2 bed	58.5	630	Intermediate
07	Claremont	Coach/Flat	2 bed	68.9	742	Intermediate
09	Claremont	Coach/Flat	2 bed	68.9	742	Intermediate
11	Bell	House	2 bed	58.5	630	Intermediate
12	Bell	House	2 bed	58.5	630	Intermediate
13	Bell	House	2 bed	58.5	630	Intermediate
17	3B5P	House	3 bed	81.9	882	Affordable Rent
18	2B4P	House	2 bed	79.4	855	Affordable Rent

19	2B4P	House	2 bed	79.4	855	Affordable Rent
21	Bell	House	2 bed	58.5	630	Intermediate
22	Bell	House	2 bed	58.5	630	Intermediate
23	Churchill	House	3 bed	67.4	726	Intermediate
24	Brancaster	House	3 bed	83.6	900	Intermediate
25	3B5P	House	3 bed	81.9	882	Affordable Rent
26	2B4P	House	2 bed	79.4	855	Affordable Rent
27	2B4P	House	2 bed	79.4	855	Affordable Rent
28	Bell	House	2 bed	58.5	630	Intermediate
29	Bell	House	2 bed	58.5	630	Intermediate
45	3B5P	House	3 bed	81.9	882	Affordable Rent
46	2B4P	House	2 bed	79.4	855	Affordable Rent
47	2B4P	House	2 bed	79.4	855	Affordable Rent
57	Churchill	House	3 bed	67.4	726	Intermediate
58	Churchill	House	3 bed	67.4	726	Intermediate
59	Churchill	House	3 bed	67.4	726	Intermediate
64	2B4P	House	2 bed	79.4	855	Affordable Rent
65	2B4P	House	2 bed	79.4	855	Affordable Rent
66	Bell	House	2 bed	58.5	630	Intermediate
67	Bell	House	2 bed	58.5	630	Intermediate
68	Churchill	House	3 bed	67.4	726	Intermediate
71	Bell	House	2 bed	58.5	630	Intermediate
72	Bell	House	2 bed	58.5	630	Intermediate
73	4B6P	House	4 bed	104.6	1126	Affordable Rent
74	3B5P	House	3 bed	81.9	882	Affordable Rent
75	3B5P	House	3 bed	81.9	882	Affordable Rent
76	Claremont	Coach/Flat	2 bed	68.9	742	Affordable Rent

77	Apartment	Flat	1 bed	45.6	495	Affordable Rent
78	Apartment	Flat	1 bed	38.6	416	Affordable Rent
79	Apartment	Flat	2 bed	45.1	485	Affordable Rent
80	Apartment	Flat	1 bed	43.5	468	Affordable Rent
81	Apartment	Flat	1 bed	45.9	495	Affordable Rent
82	Apartment	Flat	1 bed	42.6	459	Affordable Rent
83	Apartment	Flat	2 bed	45.1	485	Affordable Rent
84	Apartment	Flat	2 bed	54.6	590	Affordable Rent
85	Churchill	House	3 bed	67.4	726	Intermediate
86	Churchill	House	3 bed	67.4	726	Intermediate

Where the Affordable Dwellings numbered plot 3 to plot 47 form part of Phase 1 of the Development and the Affordable Dwellings numbered plot 57 to plot 86 form part of Phase 2 of the Development.

2 DETAILS OF THE AFFORDABLE HOUSING SCHEME

2.1 No Development shall Commence until the Affordable Housing Scheme has been submitted to and has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed by the Council).

2.2 In relation to each Phase

2.2.1 Not to permit or otherwise allow the commencement of the construction of any of the Dwellings above ground floor slab level until the Owner has

- (a) served upon the Registered Provider and the Council the Offer to transfer the Affordable Rented Dwellings and the relevant Affordable Housing Land to the Registered Provider; and
- (b) Not to allow occupation of any Open Market Dwelling before the Owner has entered into a binding contract for the construction and purchase by the Registered Provider of the Affordable Rented Dwellings and the relevant Affordable Housing Land at the Price and in accordance with

the Affordable Housing Scheme approved pursuant to paragraph 2.2 of Part 1 of the Second Schedule

2.3 Subject to the other provisions of this Deed to provide on the Affordable Housing Land and to do so in perpetuity the Affordable Dwellings in accordance with:

2.3.1 the Affordable Housing Schedule pursuant to paragraph 2.1 of the Second Schedule; and

2.3.2 the Affordable Housing Scheme which has been approved by the Council pursuant to paragraph 2.2 of the Second Schedule

3 PHASING AND TIMING FOR PROVISION OF THE AFFORDABLE HOUSING

3.1 No Occupation of 50% or more of the Open Market Dwellings in each Phase shall take place until:

3.1.1 Affordable Dwellings in the relevant Phase have been constructed ready for occupation and :

3.1.1.1 in the case of Affordable Rented Dwellings are available for transfer pursuant to the contract referred to in paragraph 2.2 of Part 1 of the Second Schedule and in accordance with the approved Affordable Housing Scheme; and

3.1.1.2 in the case of Intermediate Affordable Dwellings are available for Occupation and a Sale Notice or Letting Notice has been served on the Council and Advertising has commenced

3.2 Not to commence or otherwise permit construction of any of the Dwellings above ground floor slab level on any subsequent Phase until the Affordable Dwellings in the preceding Phase

3.2.1 have been constructed in accordance with 3.1.1 above: and

3.2.2 are available for transfer to the Registered Provider pursuant to the contract referred to in paragraph 2.2 of Part 1 of the Second Schedule and in accordance with the approved Affordable Housing Scheme;

3.2.3 are available for Occupation and a Sale Notice or Letting Notice has been served on the Council and Advertising has commenced;

4 TRANSFER OF AFFORDABLE HOUSING

- 4.1 The Owner shall transfer the Affordable Rented Dwellings and the relevant Affordable Housing Land at the Price with full title guarantee to the Registered Provider free from any encumbrances WITH the benefit of full and free rights of access both pedestrian and vehicular over any relevant access road to be built to a standard capable of adoption by the Council in its capacity as highway authority from the boundary of each of the relevant Affordable Dwellings to any relevant adopted highway (and vice versa) and full and free unrestricted rights for all services and conducting media and drains or sewers to be laid and constructed to each relevant Affordable Dwelling to a standard capable of adoption by the respective service providers and upon such further terms as may be agreed with the Registered Provider
- 4.2 If any time after three (3) months of the Registered Provider's and the Council's receipt of the Offer the Owner has despite using its best endeavours been unable to enter into a contract for the transfer of the relevant Affordable Dwellings to the Registered Provider upon the terms specified then the Owner shall offer the homes to a further Registered Provider at the Price in accordance with the approved Affordable Housing Scheme

5 OCCUPATION OF THE AFFORDABLE DWELLINGS

- 5.1 The Owner shall not permit or otherwise allow any of the Affordable Dwellings to be Occupied otherwise than:
- 5.1.1 as the sole private residence of the Occupier and
 - 5.1.2 by a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need as at the time of the commencement of his Occupation of the Affordable Dwelling with or without his Household PROVIDED THAT nothing shall prevent any former joint owner spouse partner civil partner or other co-habitant from continuing to reside at the Affordable Dwelling after the Qualifying Person ceases to reside there or
 - 5.1.3 by a purchaser of an RP Shared Ownership Dwelling in accordance with paragraph 3 of Part 2 of this Second Schedule an Intermediate Home for Sale in accordance with paragraphs 6 of Part 4 of this Second Schedule an Equity Percentage Home in accordance with paragraph 3 of Part 8 of this Second Schedule or an Non RP Shared Ownership Dwelling in accordance with paragraph 2 of Part 7 of this Second Schedule

6 EXEMPTIONS

6.1 Paragraph 2.3 and 5 of Part 1 and Part 2 and Part 3 and Part 4 and Part 5 and Part 6 and Part 7 of the Second Schedule of this Deed shall not be binding on:

6.1.1 any Exempt Person or any mortgagee or chargee of the Exempt Person or any person deriving title from the Exempt Person or any successor in title thereto and their respective mortgagees and chargees; or

6.1.2 any Mortgagee or any purchaser including their successors in title from such bodies provided that in all cases the Mortgagee shall have complied with the Mortgagee's Duty EXCEPT FOR AND FOR THE AVOIDANCE OF DOUBT any disposal under 6.2.1 where the Affordable Dwelling is safeguarded as an Affordable Dwelling

6.2 The Mortgagee shall prior to seeking to dispose of the Affordable Dwellings or Affordable Housing Land pursuant to any default under the terms of its mortgage or charge give not less than 6 weeks' prior notice to the Council of its intention to dispose and:

6.2.1 in the event that the Council responds within 6 weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Dwellings then the Mortgagee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

6.2.2 if the Council does not serve its response to the notice served under 6.2.1 within 6 weeks then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 2.3 and 5 of Part 1 and Part 2 and Part 3 and Part 4 and Part 5 and Part 6 and Part 7 of the Second Schedule

6.2.3 if the Council or any other person cannot within 4 weeks of the date of service of its response under paragraph 6.2.1 above secure a binding contract for sale then provided that the Mortgagee shall have complied with its obligations under paragraph 6.2 the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 2.3 and 5] of Part 1, and Part 2 and Part 3 and Part 4 and Part 5 and Part 6 and Part 7 of the Second Schedule

PROVIDED THAT for the avoidance of doubt such Mortgagee shall not be under any obligation to dispose of the Affordable Dwellings for any sum less than the monies outstanding pursuant to the said mortgage or charge inclusive of interest, costs and charges.

In the event that an Exempt Person wishes to dispose of an Affordable Dwelling and the Registered Provider exercises its rights of pre-emption in the Shared Ownership Lease then the Registered Provider shall continue to be bound by the terms of this agreement

PART 2 – RP SHARED OWNERSHIP DWELLINGS

1. Not to permit or otherwise allow any of the RP Shared Ownership Dwellings to be sold or let other than:
 - 1.1 in accordance with the terms of the RP Shared Ownership Lease; and
 - 1.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need
2. Not to permit or otherwise allow any of the RP Shared Ownership Dwellings to be sold or let on initial or any subsequent sale or letting prior to:
 - 2.1 the submission to and subsequent approval by the Council of a scheme of Advertising for the RP Shared Ownership Dwellings;
 - 2.2 advertising the relevant RP Shared Ownership Dwelling in accordance with the scheme of Advertising approved in accordance with 2.1 above
3. On any sale other than the initial sale following completion of the construction of the RP Shared Ownership Dwelling in the event that the Registered Provider or the owner of an RP Shared Ownership Dwelling is unable to sell an RP Shared Ownership Dwelling in accordance with paragraph 1.2 within a period of 90 days of Advertising the RP Shared Ownership Dwelling may be sold to any willing purchaser in accordance with 1.1 above and such person shall remain bound by the terms of this deed
4. Not to exchange or complete contracts for the sale of any interest in the relevant RP Shared Ownership Dwelling until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the

Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service

5. The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 4 above) all necessary documentation as stipulated in Annex C as evidence that the prospective purchaser satisfies the obligations contained in this Deed

PART 3 – AFFORDABLE RENTED DWELLINGS

- 1 Not to permit or otherwise allow any of the Affordable Rented Dwellings to be let other than:
 - 1.1 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and
 - 1.2 at a sum not exceeding the Affordable Rent; and
 - 1.3 to persons selected in accordance with the principles of the Cornwall Homechoice policy and the Partnership and Service Agreement for Cornwall Homechoice as amended from time to time or any other policy and agreement that may replace these whether or not the Owner or Registered Provider is a member of the Cornwall Homechoice scheme
- 2 Not to permit or otherwise allow any of the Affordable Rented Dwellings to be let on initial or any subsequent letting prior to the submission to and subsequent approval by the Council of a scheme of Advertising for the Affordable Rented Dwellings;
- 3 To serve upon the Council a Letting Notice each time an Affordable Rented Dwelling becomes available for letting
- 4 To advertise the relevant Affordable Rented Dwelling in accordance with the Scheme of Advertising approved in accordance with paragraph 2 immediately following the service of the Letting Notice in accordance with paragraph 3
- 5 Not to grant a tenancy of the relevant Affordable Rented Dwelling until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written

verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service

- 6 The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 3 above) all necessary documentation as stipulated in Annex C as evidence that the prospective tenant satisfies the obligations contained in this Deed

PART 4 INTERMEDIATE HOMES FOR SALE

- 1 The Owner shall not permit or otherwise allow any of the Intermediate Homes for Sale on any transfer following completion of construction of the Intermediate Homes for Sale to be sold:

- 1.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and

- 1.2 at a price greater than the Discounted Price

- 2 The Owner shall:

- 2.1 in the case of initial sales:

- 2.1.1 prior to service of a Sale Notice submit a scheme for the Advertising of the Intermediate Home(s) for Sale for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed) and

- 2.1.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council each time one or more of the Intermediate Homes for Sale are released for sale but in any event not less than two (2) months before the expected completion date of the relevant Intermediate Home for Sale and

- 2.1.3 upon submission of a satisfactory Sales Notice carry out the Advertising of the Intermediate Home(s) for Sale in accordance with the agreed scheme

- 2.2 in the case of subsequent sales:

- 2.2.1 prior to service of a Sale Notice submit a scheme for the Advertising of the Intermediate Home for Sale for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed) and
 - 2.2.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council when the Owner intends to sell the Intermediate Home for Sale
 - 2.2.3 upon submission of a satisfactory Sales Notice carry out the Advertising of the Intermediate Home(s) for Sale in accordance with the agreed scheme
 - 2.3 in the case of all sales of any Intermediate Home for Sale serve upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service a certificate from a Valuer dated no earlier than three (3) months before the date of Advertising of the relevant Intermediate Home(s) for Sale setting out the Open Market Value of the dwelling such certificate to be served on the Council before or together with the Sale Notice
- 3 The Owner shall not permit or otherwise allow any Intermediate Home for Sale to be sold to anyone other than to a person nominated in accordance with the following:
- 3.1 The Council shall have 28 days from the service of the Sale Notice in which to nominate a first nominee ("the First Nominee"), and a second nominee ("the Second Nominee") for the purchase of each Intermediate Home for Sale;
 - 3.2 If the First Nominee is unable to make a reservation of the Intermediate Home for Sale (in the case of initial sales) or exchange contracts for the purchase of the Intermediate Home for Sale (in the case of subsequent sales) within 35 days of the nominations or any other longer period as the Owner may permit the Owner shall offer the Intermediate Home for Sale to the Second Nominee;
 - 3.3 If the Second Nominee is unable to make a reservation of the Intermediate Home for Sale (in the case of initial sales) or exchange contracts for the purchase of the Intermediate Home for Sale (in the case of subsequent sales) within 70 days of the nominations or such other period as the Council shall agree in writing with the Owner the Owner may sell the Intermediate Home for Sale in accordance with Paragraph 5.2

4 The Owner must notify and provide evidence to the Head of Planning and Regeneration of the Council as soon as reasonably practicable of the failure to make a reservation or exchange contracts as applicable within the 35 days referred to in paragraph 3.2 above before making an offer of a reservation or exchanging contracts as applicable with the Second Nominee

5 In the event that:

5.1 the Council fails to nominate in accordance with paragraph 3.1; or

5.2 the making of a reservation or an exchange of contracts as applicable with any of the Council's nominees within 70 days of the nominations (or such longer period as the Owner may allow in accordance with paragraphs 3 and 4) fails to be achieved

the Intermediate Home for Sale may be sold to such other Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need as may be approved by the Council

PROVIDED THAT the Owner does not exchange contracts for the sale of the relevant Intermediate Home for Sale until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner (such written verification to be served upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service) then approval will be deemed to have been given and

PROVIDED FURTHER THAT the Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed above) all necessary documentation as stipulated in the Annex C as evidence that the prospective purchaser satisfies the obligations contained in this Deed

6 On any sale other than the initial sale following completion of the construction of the Intermediate Home for Sale in the event that the Owner is unable to sell an Intermediate Home for Sale in accordance with this part 4 within a period of 90 days of Advertising by the Owner the Intermediate Home for Sale may be sold at the discounted price calculated in accordance with 1.2 of part 4 to any willing purchaser

but at the time of any subsequent sale the provisions of this Deed shall again apply and such persons shall remain bound by the terms of this Deed

7 Not to permit or otherwise allow any Intermediate Home for Sale to be let other than:-

7.1 with the written consent of the Council; and

7.2 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and

7.3 at a rent which does not exceed the Intermediate Rent; and

7.4 on the basis of an Assured Tenancy for a fixed term of not less than six (6) months unless otherwise agreed with the Council

8 The Owner shall serve a Letting Notice upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service each time the Owner intends to let an Intermediate Home for Sale

9 Not to grant an Assured Tenancy of the relevant Intermediate Home for Sale until the Owner has submitted written verification to the Council or its agent that the prospective purchaser satisfies the obligations contained in this Deed and the Council or its agent has given its approval that the prospective tenant would satisfy the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner then approval will be deemed to have been given PROVIDED THAT such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service

10 The Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed in paragraph 9 above) all necessary documentation as stipulated in the Annex C as evidence that the prospective tenant satisfies the obligations contained in this Deed

5. NON RP SHARED OWNERSHIP DWELLINGS

1. The Owner shall not permit or otherwise allow any of the Non RP Shared Ownership Dwellings on any transfer following completion of construction of the Non RP Shared Ownership Dwellings to be sold:

- 1.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need;
- 1.2 at a sum exceeding the Discounted Price; and
- 1.3 other than in accordance with the terms of the Non RP Shared Ownership Lease

2. The Owner shall:

2.1 in the case of initial sales:

- 2.1.1 and prior to service of a Sale Notice submit a scheme for the Advertising of the Non RP Shared Ownership Dwelling for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed); and
- 2.1.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council each time one or more of the Non RP Shared Ownership Dwellings are released for sale but in any event not less than two (2) months before the expected completion date of the relevant Non RP Shared Ownership Dwelling and
- 2.1.3 upon the submission of a satisfactory Sale Notice carry out the Advertising of the Non RP Shared Ownership Dwelling(s) in accordance with the agreed scheme.

2.2 in the case of subsequent sales:

- 2.2.1 and prior to service of a Sale Notice submit a scheme for the Advertising of the Non RP Shared Ownership Dwelling for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed); and
- 2.2.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council when the Owner intends to sell the Non RP Shared Ownership Dwelling

2.2.3 upon submission of a satisfactory Sales Notice carry out the Advertising of the Non RP Shared Ownership Dwelling in accordance with the agreed scheme

2.3 in the case of all sales of any Non RP Shared Ownership Dwelling serve upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service a certificate from a Valuer dated no earlier than three (3) months before the expected date of Advertising of the relevant Non RP Shared Ownership Dwelling setting out the Open Market Value of the dwelling such certificate to be served on the Council before or together with the Sale Notice

3 The Owner shall not permit or otherwise allow any Non RP Shared Ownership Dwelling to be sold to anyone other than to a person nominated in accordance with the following:

3.1 The Council shall have 28 days from the service of the Sale Notice in which to nominate a first nominee ("the First Nominee"), and a second nominee ("the Second Nominee") for the purchase of each Non RP Shared Ownership Dwelling;

3.2 If the First Nominee is unable to make a reservation of the Non RP Shared Ownership Dwelling (in the case of initial sales) or exchange contracts for the purchase of the Non RP Shared Ownership Dwelling (in the case of subsequent sales) within 35 days of the nominations or any other longer period as the Owner may permit the Owner shall offer the Non RP Shared Ownership Dwelling to the Second Nominee;

3.3 If the Second Nominee is unable to make a reservation of the Non RP Shared Ownership Dwelling (in the case of initial sales) or exchange contracts for the purchase of the Non RP Shared Ownership Dwelling (in the case of subsequent sales) within 70 days of the nominations or any other longer period as the Owner may permit the Owner may sell the Non RP Shared Ownership Dwelling in accordance with paragraph 5.2

4. The Owner must notify and provide evidence to the Head of Housing of the Council as soon as reasonably practicable of the failure to make a reservation or exchange contracts as applicable within the 35 days referred to in paragraph 3.2 above before

making an offer of a reservation or exchanging contracts as applicable with the Second Nominee

5 In the event that:

- 5.1 the Council fails to nominate in accordance with paragraph 3.1; or
- 5.2 the making of a reservation or an exchange of contracts as applicable with any of the Council's nominees within 70 days of the nominations (or such longer period as the Owner may allow in accordance with paragraphs 3.2 and 3.3) fails to be achieved

the Non RP Shared Ownership Dwelling may be sold to such other Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need as may be approved by the Council (such consent not to be unreasonably withheld or delayed) and if no response is given by the Council within 14 days of receipt of a request for approval then approval will be deemed to have been given

PROVIDED THAT the Owner does not exchange contracts for the sale of the relevant Non RP Shared Ownership Dwelling until Owner has submitted written verification to the Council and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner that the prospective purchaser satisfies the obligations contained in this Deed (such written verification to be served upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service) then approval will be deemed to have been given and

PROVIDED FURTHER THAT the Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed above) all necessary documentation as stipulated in Annex C as evidence that the prospective purchaser satisfies the obligations contained in this Deed

- 6. On any sale other than the first sale following build completion of the Non RP Shared Ownership Dwelling, in the event that the Owner is unable to sell a Non RP Shared Ownership Dwelling in accordance with this Part 7 within a period of 90 days of Advertising by the Owner the Non RP Shared Ownership Dwelling may be sold at the discounted price calculated in accordance with 1.2 of part 7 to any willing purchaser but at the time of any subsequent sale the provisions of this Deed shall again apply and such

person shall remain bound by the terms of this deed

7. The Retained Equity in the whole of the Non RP Shared Ownership Dwellings shall be held and retained in a single ownership and (save as may be required by law) no part of it shall be disposed of independently of the whole
8. Nothing in this Deed shall prevent the disposal of any Non RP Shared Ownership Dwelling(s) to a Registered Provider who shall provide any such dwellings as either Affordable Rented Dwelling(s) or RP Shared Ownership Dwellings

PART 6 - EQUITY PERCENTAGE HOMES

1. The Owner shall not permit or otherwise allow any of the Equity Percentage Homes on the first transfer following completion of construction of the Equity Percentage Homes to be sold:
 - 1.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need;
 - 1.2 at a sum exceeding the Discounted Price; and
 - 1.3 unless the Equity Mortgage granted on first sale is the difference between the Open Market Value and the Discounted Price for the Affordable Dwelling and expressed as of a percentage of the Open Market Value. The Equity Mortgage shall rank behind any mortgage entered into by the purchaser for the purchase of the Equity Percentage Home
 - 1.4 unless the sale is by way of freehold or long leasehold
2. The Owner shall not permit or otherwise allow any of the Equity Percentage Homes on any subsequent transfer to be sold:
 - 2.1 other than to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need
 - 2.2 at a price greater than a sum equal to the Discounted Price of the relevant Equity Percentage Home
3. The Owner shall:

3.1 in the case of initial sales:

- 3.1.1 and prior to service of a Sale Notice submit a scheme for the Advertising of the Equity Percentage Home for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed); and
- 3.1.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council each time one or more of the Equity Percentage Homes are released for sale but in any event not less than two (2) months before the expected completion date of the relevant Equity Percentage Home and
- 3.1.3 upon the submission of a satisfactory Sale Notice carry out the Advertising of the Equity Percentage Home(s) in accordance with the agreed scheme.

3.2 in the case of subsequent sales:

- 3.2.1 and prior to service of a Sale Notice submit a scheme for the Advertising of the Equity Percentage Home for subsequent approval by the Council (such approval not to be unreasonably withheld or delayed); and
- 3.2.2 on receipt of a written approval of the Council for a scheme of Advertising serve a Sale Notice upon the Council when the Owner intends to sell the Equity Percentage Home
- 3.2.3 upon submission of a satisfactory Sales Notice carry out the Advertising of the Equity Percentage Home in accordance with the agreed scheme

3.3 in the case of all sales of any Equity Percentage Home serve upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service a certificate from a Valuer dated no earlier than three (3) months before the expected date of Advertising of the relevant Equity Percentage Home setting out the Open Market Value of the dwelling such certificate to be served on the Council before or together with the Sale Notice

4 The Owner shall not permit or otherwise allow any Equity Percentage Home to be sold to anyone other than to a person nominated in accordance with the following:

4.1 The Council shall have 28 days from the service of the Sale Notice in which to nominate a first nominee ("the First Nominee"), and a second nominee ("the Second Nominee") for the purchase of each Equity Percentage Home;

4.2 If the First Nominee is unable to make a reservation of the Equity Percentage Home (in the case of initial sales) or exchange contracts for the purchase of the Equity Percentage Home (in the case of subsequent sales) within 35 days of the nominations or any other longer period as the Owner may permit the Owner shall offer the Equity Percentage Home to the Second Nominee;

4.3 If the Second Nominee is unable to make a reservation of the Equity Percentage Home (in the case of initial sales) or exchange contracts for the purchase of the Equity Percentage Home (in the case of subsequent sales) within 70 days of the nominations or any other longer period as the Owner may permit the Owner may sell the Equity Percentage Home in accordance with paragraph 6

5. The Owner must notify and provide evidence to the Head of Housing of the Council as soon as reasonably practicable of the failure to make a reservation or exchange contracts as applicable within the 35 days referred to in paragraph 4.2 above before making an offer of a reservation or exchanging contracts as applicable with the Second Nominee

6 In the event that:

6.1 the Council fails to nominate in accordance with paragraph 4.1; or

6.2 the making of a reservation or an exchange of contracts as applicable with any of the Council's nominees within 70 days of the nominations (or such longer period as the Owner may allow in accordance with paragraphs 4 and 5) fails to be achieved

the Equity Percentage Home may be sold to such other Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need as may be approved by the Council (such consent not to be unreasonably withheld or delayed) and if no response is given by the Council within 14 days of receipt of a request for approval then approval will be deemed to have been given

PROVIDED THAT the Owner does not exchange contracts for the sale of the relevant Equity Percentage Home until Owner has submitted written verification to the Council and the Council or its agent has given its approval that the prospective purchaser satisfies the obligations contained in this Deed (such approval not to be unreasonably withheld) and if no response is given by the Council or its agent within 14 days of receipt of written verification from the Owner that the prospective purchaser satisfies the obligations contained in this Deed (such written verification to be served upon the Council clearly addressed and marked for the urgent attention of the Head of the Planning and Regeneration Service) then approval will be deemed to have been given and

PROVIDED FURTHER THAT the Owner shall if so required by the Council or its agent provide to the Council or its agent (together with the written verification detailed above) all necessary documentation as stipulated in Annex C as evidence that the prospective purchaser satisfies the obligations contained in this Deed

7. If the Owner wishes to dispose of any Equity Percentage Home by way of an Equity Percentage Arrangement it shall first provide details of the arrangements to the Council. The arrangements shall comply with the following structure:-

7.1 The buyer shall not be required to pay any interest on the Equity Mortgage. If the buyer is required to pay a fixed or variable annual fee, such fee shall be capitalised and shall be deemed to form part of the Discount Percentage of Open Market Value

7.2 The buyer shall raise the funds needed to meet the Discounted Price from his/her own savings and a prior mortgage as mentioned above.

7.3 The cost of redeeming the Equity Mortgage shall be the same percentage of the Open Market Value as at the original purchase date or if the buyer has exercised a right to Staircase the remaining percentage after taking into account the amount purchased disregarding for the purpose of calculating the Open Market Value for exercising a right to Staircase any increase in value arising from improvements carried out by the person seeking to exercise that right at the time of sale.

7.4 The buyer shall be entitled to reduce the Equity Mortgage by means of Staircasing payments.

7.5 The buyer shall be entitled to sell the Affordable Dwelling subject to the Equity Mortgage.

8. Unless the Owner has Staircased Out prior to offering an Affordable Dwelling for a subsequent sale the Owner shall not offer the Affordable Dwelling for sale other than on terms that the subsequent buyer purchases the Affordable Dwelling under an Equity Percentage Arrangement or in the event that the Owner has not Staircased as an Intermediate Home for Sale.
9. On any sale other than the first sale following build completion of the Equity Percentage Home, in the event that the Owner is unable to sell an Equity Percentage Home in accordance with this Part 6 within a period of 90 days of Advertising by the Owner the Equity Percentage Home may be sold at the discounted price calculated in accordance with 2.2 of 6 to any willing purchaser but at the time of any subsequent sale the provisions of this Deed shall again apply and such person shall remain bound by the terms of this deed
10. Nothing in this Deed shall prevent the disposal of any Non RP Shared Ownership Dwelling(s) to a Registered Provider who shall provide any such dwellings as either Affordable Rented Dwelling(s) or RP Shared Ownership Dwellings

PART 7 - Recycling of Staircasing Receipts by and Owner that is not a Registered Proprietor.

1. The Equity Mortgagee or the Residual Owner (as the case may be) shall serve Notice on the Head of Planning on the occasion of one of the following events:

1.1 within 10 working days of receiving an application in writing from an Owner to make a Staircasing Payment or receiving a written notice from a mortgagee of a Mortgage Default Payment becoming due together with information on the estimated amount to be received and the contractual date set for completion

1.2 within 10 working days of being notified by the mortgagor under an Equity Mortgage of a request to transfer or grant a new Equity Mortgage which will give rise to an Exempt Payment together with information on the estimated amount to be received and the contractual date set for completion.

2. The Equity Mortgagee or the Residual Owner (as the case may be) shall pay to the Council by electronic transfer:-

- 2.1. any Staircasing Payment or Mortgage Default Payment it receives within 10 working days of the date of receipt (less the cost of the electronic transfer fee).
- 2.2. any Exempt Payment it receives if those monies are not expended to grant a new Equity Mortgage on the relevant Affordable Dwelling within 10 working days of the date of receipt (less the electronic transfer fee).

Annex A

("the Sale Notice")

1 Full name/address of development or property for sale (including postcode)

2 Name and contact details of developer (new developments only)

Name of developer: _____

Address of developer _____

Name of person receiving nominations _____

Address of sales office _____

Name of sales representative _____

Telephone number/mobile of sales representative _____

Email address of sales representative _____

3 Name and contact details of owner(s) (subsequent sales only)

Name of owner _____

Name of joint owner (if applicable) _____

Contact number(s): _____

Email address _____

Contact address if different from 1 above _____

4 Property details Heating type _____

For individual subsequent sales complete the first line only (excluding plot number). For new developments of more than one property use a new line for each property. Add more lines if necessary

Plot no	Postal address	Property type (eg mid terrace house/first floor flat)	Rooms (eg 2 bedrooms, lounge, kitchen/ diner, bathroom, separate WC)	Parking (allocated space/ garage/ none)	Garden (private/ shared/ none)

5 Sale price

Postal address	Sale price (1)	Percentage of open market value (2)	Open market value (3)	Estimated completion date (new developments only)

(1) The discounted sale price calculated in accordance with Intermediate Homes for Sale paragraph 1.2 of Part 4 Non RP Shared Ownership paragraph 1.2 of Part 5 Equity Percentage Homes paragraphs 1.2 or 2.2 of Part 6 of the Second Schedule

(2) The percentage stipulated in Intermediate Homes for Sale paragraph 1.2 of Part 4 Non RP Shared Ownership Dwellings paragraph 1.2 of Part 5 Equity Percentage Homes paragraph 1.2 or 2.2 of Part 6 of the Second Schedule.

(3) You must, in accordance with the terms of the s106 agreement submit with this notice a certificate from a RICS or equivalent Valuer setting out the open market value of the dwelling

6 Tenure and charges

Basis of disposal (eg freehold or leasehold) _____

If leasehold length of lease (remaining) _____

If shared ownership leasehold the tenant's share of the Open Market Value _____

Details of any service charges, ground rents, management fees or any other charges to be applied to the property(s)

Postal address	Type of charge	Amount of charge (state if annual/quarterly/monthly)

7 Special provisions		
Age or other occupancy restrictions _____		
Disabled adaptations _____		
Provision of any support services _____		

ANNEX B

("the Offer")

Date:

Name of Owner:

Name of development:

Name of Registered Provider:

1) The Owner offers the Registered Provider [*title absolute*] of the [*Affordable Rented Dwellings* [RP *Shared Ownership Dwellings*] shown edged red on the attached plan ("The Affordable Dwellings") for the consideration of £[]

2) The Registered Provider confirms its agreement to enter into a contract for the transfer of The Affordable Dwellings within [90] days of service of this notice of Offer

3) Where the Affordable Dwellings are transferred to the Registered Provider, the Registered Provider shall at all times let or sell The Affordable Dwellings in accordance with the provisions of the Section 106 Agreement dated and relating to this development

4) Unless otherwise agreed with the Council the terms for the transfer of The Affordable Dwellings to the Registered Provider shall be compliant with the requirements of the Homes and Communities Agency's Procurement Strategy and Affordable Housing Capital Funding Guide (or equivalent successor documents) which outline the criteria, procedures and audit arrangements for all affordable housing schemes including the use of Grant, and of its recovery in the event of future resale.

5) Where the Registered Provider agrees to take transfer of The Affordable Dwellings in accordance with the terms of this Notice it shall sign and return this notice of Offer together with formal written notification within 30 days of service of this notice of Offer.

Signed (Registered Provider):

Dated:

ANNEX C

(Evidence of eligibility of Qualifying Persons)

Pursuant to paragraphs 5 of Part 2 and 6 of Part 3 and 10 of Part 4 and 5 of Part 5 and 6 of Part 6 of the Second Schedule the Owner shall verify to the Council or its agent that the prospective purchaser or tenant meets the terms of this Deed by obtaining appropriate documentation from section A and B and C below or such other evidence or confirmation as the Council or its agent shall deem necessary or sufficient and if required by the Council or its agent provide copies of such evidence to the Council or its agent

SECTION A:

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

A current and valid passport

UK residence permit

A valid UK driving licence (paper and photograph parts)

National Insurance number card

Marriage certificate

Medical card

Letters about asylum from the Home Office

Section B:

Local connection

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

Utility bills (gas electric phone etc)

Council tax bills

Bank/Building Society account/credit card statements

State benefit books or receipts showing rent paid

Payslips showing home address

Written certification from either a Solicitor / Social Worker / Probation Officer / Inland

Revenue Officer / Police Officer / Teacher or Doctor

Employment – sufficient evidence to cover the relevant local connection period

Payslips showing employer's address

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

Family connection

Supporting evidence to the satisfaction of the Council or its agent that the close family member is in need of support or able to give support

Section C:

Housing Need

Tenancy or licence agreement

Rent book showing name and address of applicant

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

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

Payslips covering last 3 months

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

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

Evidence of any other income including state benefits

THE THIRD SCHEDULE
Other obligations and restrictions

Part A Education

The Owner Covenants as follows:-

- 1 No Occupation of the 30th or subsequent Dwellings shall take place until ONE HALF of the Education Contribution is paid to the Council
- 2 No Occupation of the 58th or subsequent Dwellings shall take place until THE BALANCE of the Education Contribution is paid to the Council
- 3 Not to commence the Development until the Owner shall have:-
 - 3.1 Produced evidence to the Council's reasonable satisfaction that it is in a position to transfer or procure the transfer of the School Site to the Council in accordance with paragraph 6 below.
 - 3.2 notified the Council whether the Owner elects to
 - 3.2.1 Construct the Services to the School Land OR
 - 3.2.2 Pay the Council the Serviced Land Contribution
- 4 No Occupation of the 10th or any subsequent Open Market Dwelling on the Site shall take place until either:
 - 4.1 the Services have been provided into the School Site at the Owner's expense; OR
 - 4.2 The Serviced Land Contribution is paid to the Council
- 5 No Occupation of the 10th or subsequent Open Market Dwellings shall take place until the Owner has delivered or procured the delivery of a TR1 or TP1 transfer of the freehold of the School Site and easements for any Services which are not within the School Site or the public highway in which the consideration is £1, which has been signed or sealed as a Deed by the School site Owner with authority for the Council to complete the transfer once it has been sealed by the Council.
- 6 The School Site shall be transferred in its current condition and neither the Owner nor the School Site Owner shall be required to carry out any works to prepare the land for development for school purposes save, if the Owner so elects, for the provision of the Services in accordance with paragraph 4 above.
- 7 The transfer of the School Site shall contain:-
 - 7.1 a covenant to use the whole area of the School Site principally for education purposes (and any shared community purposes compatible with that

principal purpose); and

7.2 a right for the person by whom the School Site is transferred to the Council) to repurchase the School Site (at a value which disregards any prospect of that land being used for any purpose not permitted by the covenant in paragraph 6.1 of this Third Schedule (whether or not that covenant would at that time be enforceable) if within a period of 80 years:-

7.2.1 the Council disposes of the School Site (or any part of it) other than to another provider of non fee paying primary education who has entered into a like covenant

7.2.2 the Council appropriates the School Site to any purpose other than education use as a primary school and associated community uses

7.2.3 The Council uses the School Site for any purpose other than an Education purpose or ceases the use of the Primary School Site for education purposes and associated community uses

Part B Open Space and Landscaping

Public Open Space

The Owner covenants as follows:-

1. No Development shall be Commenced until the following documents have been submitted to and approved in writing by the Council (such approval not be unreasonably withheld or delayed):
 - 1.1 Open Space Management Plan
 - 1.2 the Open Space Maintenance Specification
 - 1.3 The Open Space Landscape and Planting Specification
- 3 Not to Occupy any Dwelling or cause or permit or allow the Occupation any Dwelling until the Management Company has been established;
- 4 Not to Occupy or to cause permit or allow the Occupation of more than 80% of the Open Market Dwellings until the laying out of the Open Space Land is completed as

agreed in the Open Space Landscape and Planting Specification and approved by the Council in writing.

- 5 In the event that the Council on reviewing the Open Space Land in accordance with paragraph 4 find that the laying out of the Open Space Land is not in accordance with the Open Space Landscape and Planting Specification it will provide the Owner will written details of remedial works. On completion of satisfactory completion of the remedial works the Council will approve the laying out of the Open Space Land in writing and the restriction on Occupation in paragraph 4 falls away.
- 6 Following written approval of the laying out of the Open Space Land in accordance with paragraph 4 or paragraph 5 above, the Open Space Land shall thereafter be retained solely for use by the public as open space and shall be maintained in accordance with the approved Open Space Management Plan and Open Space Maintenance Specification.
- 7 In this part of this Schedule "Owner" shall mean the Owner of the Common Parts..

Part C Other Contributions

- 1 No Occupation of the 45th or subsequent Dwellings shall take place until the Sustainable Transport Contribution has been paid to the Council in full
- 2 No Occupation of the 45th or subsequent Dwellings shall take place until the Waste Management Contribution has been paid to the Council in full
- 3 No Occupation of the 45th or subsequent Dwellings shall take place until the Off Site Open Space Contribution e has been paid to the Council in full.

Part D Travel and Transport

- 1 No Commencement of Development shall take place until the Owner has entered into a Section 278 agreement under which either:
 - 1.1 The Owner carries out the Tregony Road Junction Works to the Council's reasonable satisfaction; or
 - 1.2 The Council Council agrees to carry out the Tregony Road Junction Works at the Owner's expense.

- 2 Not to Occupy nor to cause permit or allow Occupation of the first Dwelling until the Tregony Road Junctions works shall have been laid out and constructed in accordance paragraph 1.1 above or the cost of those works have been paid to the Council under paragraph 1.2 above.
- 3 No Occupation of the 10th or subsequent Dwellings shall take place until the Owner has entered into a s278 Agreement under which either:
 - 3.1 The Owner carries out the Tregony Road Traffic Calming Works to the Council's reasonable satisfaction ; or
 - 3.2 the Council agrees to carry out the Tregony Road Traffic Calming Works at the Owner's expense.
- 4 Not to Occupy nor to cause permit or allow Occupation of the 10th or any subsequent Dwelling until either the Tregony Road Traffic Calming Works have been constructed in accordance with paragraph 3.1 above or the cost of those works have been paid to the Council under paragraph 3.2 above.

Part E“The Travel Plan”)

- 1 No Dwelling shall be Occupied until a Travel Plan has been submitted to and approved by the Council. The Travel Plan shall include the following details:
 - Baseline data from which the travel plan targets will be established
 - Details of existing and proposed sustainable transport links, to include links to pedestrian, cycle and public transport networks
 - An action plan which outlines a timetable for the implementation of measures designed to promote travel choice for all users of the site
 - Details of the provision of cycle parking
 - Details of the marketing strategy to include site specific travel information packs and incentives such as public transport discount vouchers
 - Details of the appointment of a travel plan co-ordinator and how this role will be handed over once the development has been fully built out

- Monitoring of the Travel Plan shall take place over a period of 5 years from the date of the final Dwelling becoming Occupied. Monitoring Data must be fed back to the council via the online travel plan monitoring tool – iOnTRAVEL
2. Approval of the Travel Plan is conditional upon the submission of the Travel Plan and the required modal share targets and actions being duly inputted by or at the expense of the Owner into iOnTRAVEL in accordance with registration steps 1 to 5
 - 3 The Owner shall comply with all requirements of the approved Travel Plan during the course of the construction, occupation and use of the Development
 - 4 In this Schedule "Owner" means the Owner of the Common Parts .

FOURTH SCHEDULE

The Council covenants with the Owner that it will:-

1. Apply the contribution to the purpose for which it is given, and to no other purpose and
- 2.Repay any part of any contribution to the person by whom the contribution was paid (with interest at the Bank of England Base Rate) if it has not been applied to the appropriate purpose within 5 years of the date it was received by the Council. .

For the avoidance of doubt such covenants may be given by letter signed by the Council's Chief Executive.

012574

EXECUTED as a DEED by THE CORNWALL)

COUNCIL whose Common Seal was hereinto)

affixed in the presence of:)

Authorised Officer

[Print Name]

Matthew Stokes
Corporate Governance and
Commercial Group Manager
Legal Services
Cornwall Council



EXECUTED as a DEED by)

PROBUS GARDEN ESTATE LIMITED)

Acting by a director and the Secretary/ two directors)

Director

Director\Secretary

EXECUTED as a DEED by WAINHOMES)

(SOUTH WEST) HOLDINGS LIMITED)

its seal having being affixed in the)

presence of:)



2770

Authorised Officer / Secretary

Authorised Officer

EXECUTED as a DEED by
JAMES MICHAEL WILLIAMS DL



In the presence of

Witness Signature



Witness Name (print)

PETER CRAWFORD

Witness Address

WATERGATE
CHEBISAR

Witness Occupation

LAND MANAGER.

EXECUTED as a DEED by
MARK GEOFFREY TETLEY



In the presence of

Witness Signature



Witness Name (print)

ELIZABETH WHITE

Witness Address

TREWITHEE ESTATE OFFICE
GRAMPOND ROAD
TRURO, CORNWALL
TR2 4DD

Witness Occupation

ESTATE OFFICE SECRETARY

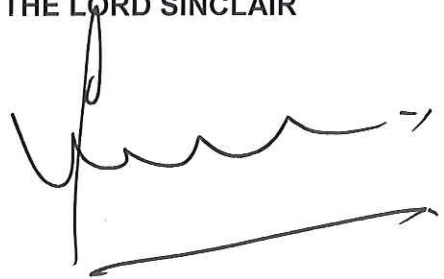
EXECUTED as a DEED by

THE RT HON MATTHEW MURRY KENNEDY ST CLAIR THE LORD SINCLAIR

In the presence of

Witness Signature

A. J. White



Witness Name (print)

MRS AGNES J. WHITE

Witness Address

2 UNDERHILL

DALRY

DG7 3TS

Witness Occupation

SECRETARY

EXECUTED as a DEED by
CRISPIN DAVID JERMYN HOLBOROW



In the presence of

Witness Signature

Harriet Forte

Witness Name (print)

HARRIET FORTE

Witness Address

58 PINE GARDENS

SURBITON

SURREY

KT5 8LH

Witness Occupation

PA