

DATED

17th May

2013

(1) WYCHAVON DISTRICT COUNCIL

and

(2) ALBERT JEFFREY and DOUGLAS JEFFREY

and

(3) CALA MANAGEMENT LIMITED

and

(4) WORCESTERSHIRE COUNCIL COUNCIL

PLANNING OBLIGATION DEED

Under Section 106 of the Town and Country
Planning Act 1990 (as amended)
relating to land on the South West side of
Chapel Road, Pebworth, Worcestershire



Number Ten, Elm Court, Arden Street
Stratford-upon-Avon CV37 6PA
Phone: 01789 293259

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THIS DEED is made the

17th

day of

MAY

Two Thousand and Thirteen

BETWEEN:

- (1) **WYCHAVON DISTRICT COUNCIL** of The Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire, WR10 1PT ("**the Council**") of the first part;
- (2) **ALBERT JEFFREY** of 5 Broad Marston Road, Pebworth, Worcestershire and **DOUGLAS JEFFREY** of ~~East View, Front Street, Pebworth~~ ^{7 Broad Marston Road}, Worcestershire (together "**the Owner**") of the second part;
- (3) **CALA MANAGEMENT LIMITED** (Company registration number 01168311) whose registered office is situate at Adam House, 5 Mid New Cultins Edinburgh EM11 4DU ("**the Contracting Purchaser**") of the third part.
- (4) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester, WR5 2NP ("**the County Council**") of the fourth part.

RECITALS

1. DEFINITIONS

Wherever the context so permits in this Deed the following shall have the following meanings:

"The 1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	means housing of a kind which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means and who are unable to access private rented/owner occupier accommodation on the open market at a cost low enough for them to afford determined with regard to local incomes and local house prices and shall comprise the Shared Ownership Housing Unit and the Social Rented Units
"Affordable Housing Dwelling"	means the 2 Social Rented Units and the 1 Shared Ownership Housing Unit the location of which is

1.2

CAA

	shown on the Affordable Housing Plan including the size, type and tenure and reference to "Affordable Housing Dwellings" to be construed accordingly
"Affordable Housing Plan"	means Plan 2 attached
"The Application"	means the full planning application registered by the Council on 11 December 2012 under Council Reference No. W/12/02675/PN
"the Built Sports and Leisure Facilities Contribution"	means £10,497 (ten thousand four hundred and ninety seven pounds) only payable in accordance with Schedule 7 of this Deed
"Commencement of the Development"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined by Sections 56 (4) and 93 of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, (other than demolition) archaeological excavations, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, ecological accommodation works for the protection of newts erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
"The Contracting Purchaser"	means CALA Management Limited
"The Council"	means Wychavon District Council or any successor to its statutory functions
"The County Council"	means Worcestershire County Council or any successor to its statutory functions
"The Cycling Strategy Contribution"	means the sum of £3,350 (three thousand three

NOTES

Permission is granted to scale from this drawing for the purpose of Local Authority Planning Approval only. In all other circumstances DO NOT scale from this drawing. Please contact this office for any additional information required.

Contractors, Sub Contractors and Suppliers are to check all relevant dimensions and levels of the site and building before commencing any shop drawings or building work. Any discrepancies should be recorded to the Architect.

Where applicable this drawing is to be read in conjunction with the Consultants' drawings.

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REV	DESCRIPTION	DATE	AUTH	CHKD
A	Area of retained land, shared driveway & shared pathway amended.	17/04/13	AJH	
B	Land acquired line added & hatch added for drive-through.	17/04/13	AJH	

Legend:

- PLOT/PHASE BOUNDARY
- LAND TO BE ACQUIRED
- RETAINED LAND
- SHARED DRIVEWAY
- SHARED PATHWAY
- MANAGED HIGHWAY AREAS
- MANAGED OPEN SPACE & LANDSCAPED AREAS

TETLOW KING
 ARCHITECTS : URBAN DESIGNERS : SUSTAINABILITY CONSULTANTS
 Building 300, The Grange, Romsey Road, Michelmersh, Romsey, Hampshire, SO51 0AE
 Tel: 01794 367703 Fax: 01794 515517 Web: www.tetlowking.co.uk

PROJECT

Chapel Road
 Peabworth
 Cala Homes

DRAWING

Conveyance Plan
 Plots 2 to 4

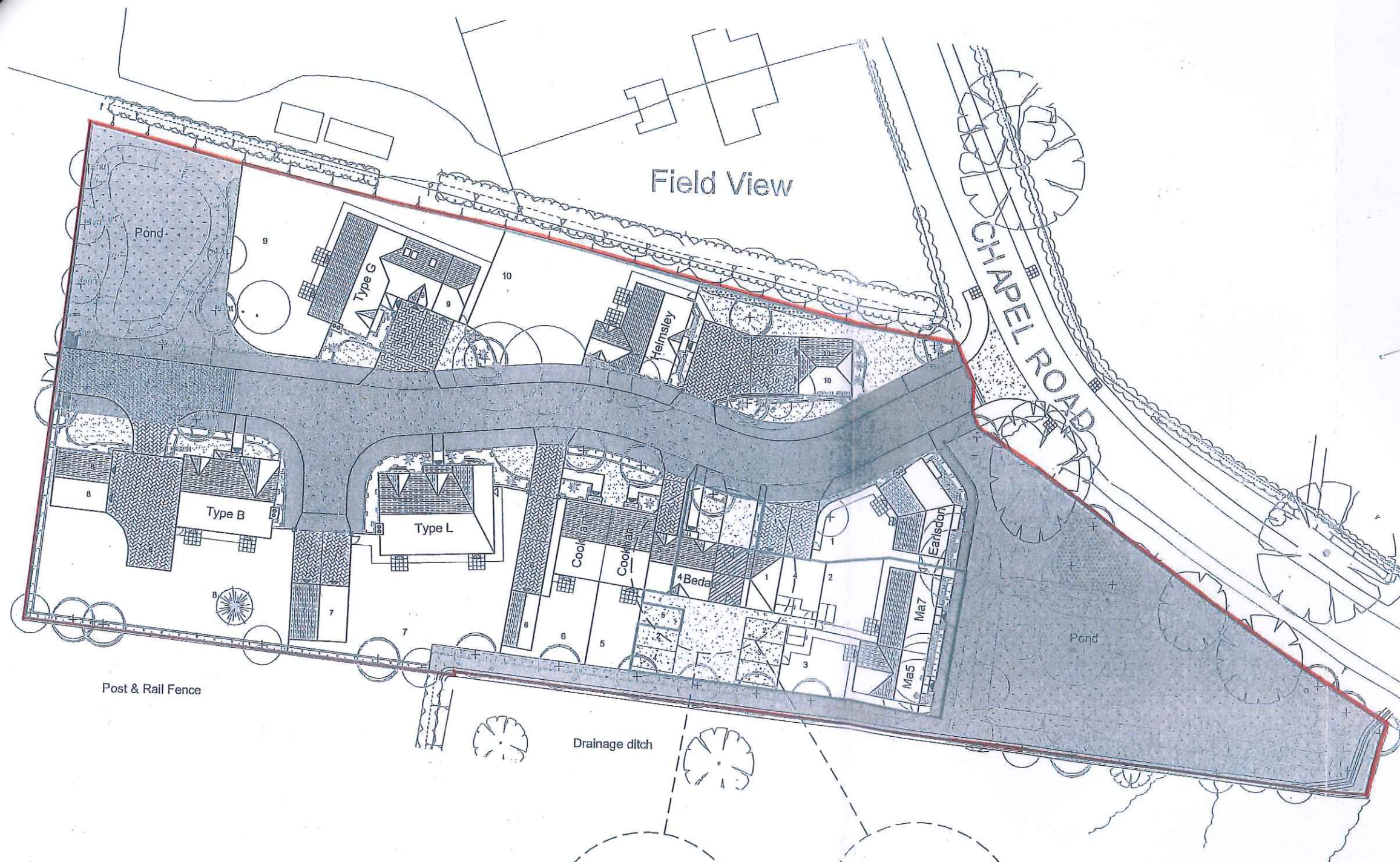
SCALE	DATE	AUTHOR	CHKD
1:500 @ A3	April 2013	AJH	-
JOB NO.	DRAWING NO.	REV	
CALA121026	CP.01 - Plots 2-4	B	

CONVEYANCE PLAN PLOTS 2 to 4

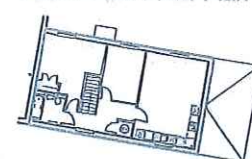
scale 1:500



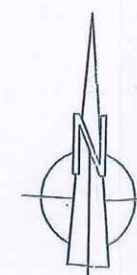
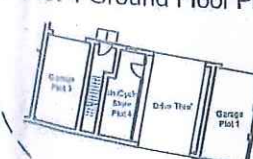
NOTE:
 Building footprints, rooflines and setting out on this drawing are based on planning stage design - refer to detail design drawings and Engineers scheme for 'For Construction' footprints, rooflines and setting out.
 The representation of the boundary line is intended to be an aid to the qualified legal advice being sought. Information on location of site boundary supplied by others.



Plot 4 First Floor Plan



Plot 4 Ground Floor Plan



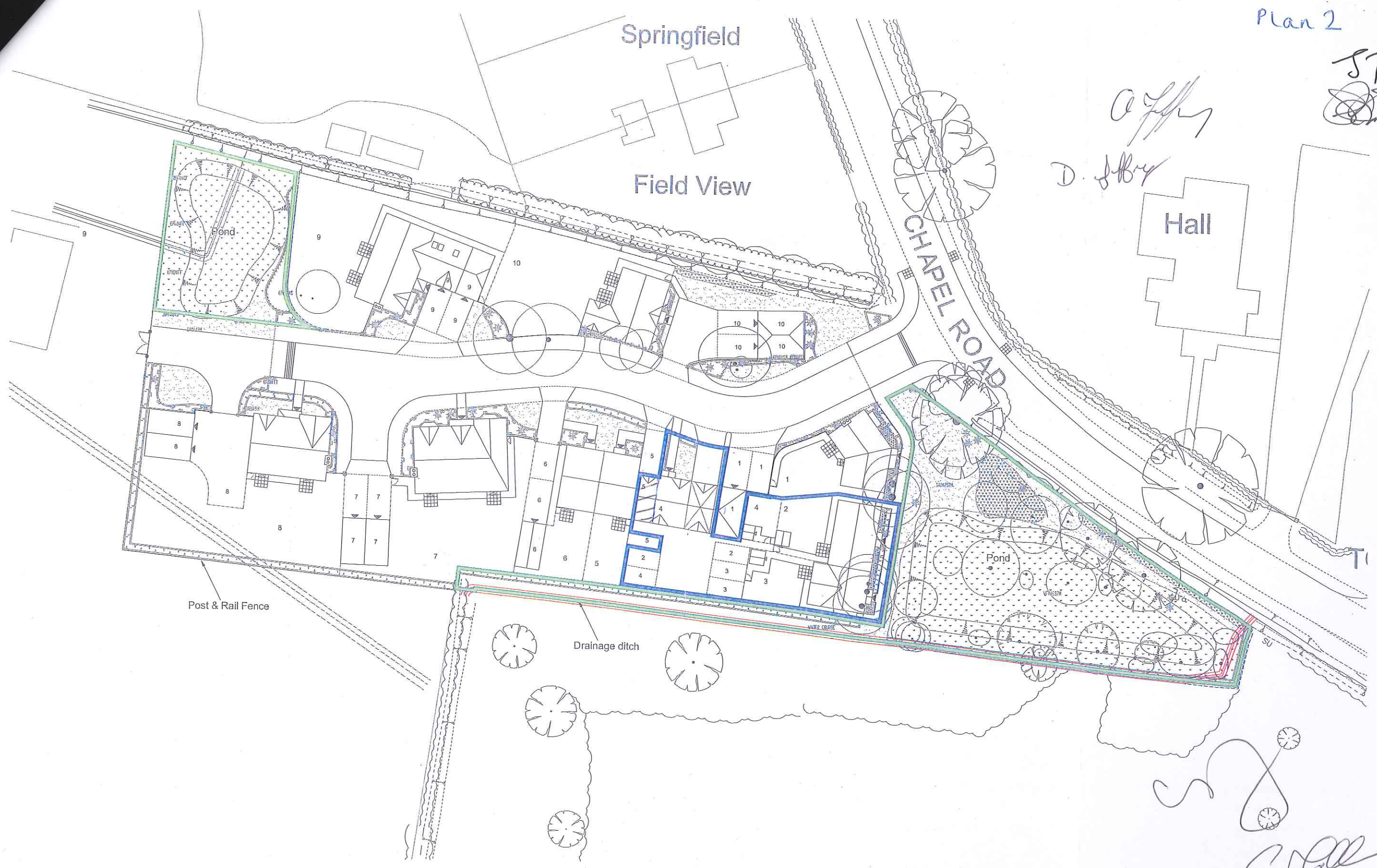
	hundred and fifty pounds) only payable in accordance with Schedule 2 to this Deed
"The Development"	means a full planning application for the erection of ten (10) dwellings (class C3) together with access road; surface water attenuation ponds; hard and soft landscaping; and all associated works
"Dwelling"	means a residential unit permitted to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall mean more than one Dwelling and which for the avoidance of doubt shall include the Shared Ownership Housing Unit and the Social Rented Units
"General Market Dwellings"	means Dwellings (which term shall here exclude the Shared Ownership Housing Unit and Social Rented Units) constructed on the Land pursuant to the Planning Permission and for sale or potentially for sale on the open market
"The Highways Infrastructure Contribution"	means the sum of £5,000 (five thousand pounds) only payable in accordance with Schedule 3 to this Deed
"Home Choice Plus Register"	shall mean the register for allocating the Affordable Housing Dwellings administered by the Council or any equivalent or similar replacement from time to time in existence
"The Housing Act"	means shall mean the Housing Act 1985 or any statutory modification or re-enactment thereof
"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/or being unable to purchase or rent reasonably suitable accommodation in the open market in the locality of the Development taking into account the person's financial circumstances and such

	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 or it is not reasonable for persons to remain in their existing accommodation
"The Initial Rent"	means the weekly rent which is charged on the first Occupation of any of the Social Rented Units that may be provided on the Land and which are to be available for rent when first let by the Registered Provider to an occupying tenant
"The Land"	means the area of land shown edged red on Plan 1 and each and every part thereof being land on the South West side of Chapel Road, Pebworth, Worcestershire
"National Rent Regime"	means the regime under which the rents for tenants of the Social Rented Units are set by the Homes and Communities Agency or its equivalent successor body
"Occupation"	means the date at which a Dwelling is first occupied for the purposes permitted by the Planning Permission but excluding occupation of a Dwelling where that Dwelling is being used solely for the purpose of a show home/flat (where no persons are resident) in the course of marketing the Development and not including occupation by personnel engaged in construction fitting out or decoration or occupation in relation to security operations and "Occupied" and "Occupy" will be construed accordingly
"the Off Site Formal Sports Contribution"	means £17,000 (seventeen thousand pounds) only payable in accordance with Schedule 6 to this Deed

Plan 2

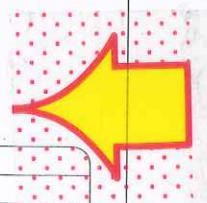
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off
 D. J. By



First floor only

Project: Chapel Road, Pebworth Drawing: Section 106 Plan 2	 CALA	Drawing No, FEB1-105	
		Revision, 1	
		Scale, 1:250 @ A1 - 1:500 @ A3	
		Date, 03.04.2013	Drawn, TYB



“the Off Site Public Open Space Contribution”	means £8,830 (eight thousand eight hundred and thirty pounds) only payable in accordance with Schedule 4 to this Deed
“the On Site Landscaping and Attenuation Ponds”	means the areas of landscaping and public open space and sustainable drainage shown edged green on Plan 2 attached hereto and subject to the provisions of Schedule 8 of this Deed
Parishes	shall mean the following Parishes: Bickmarsh, Cleeve Prior, North and Middle Littleton and Honebourne
“The Planning Permission”	means the permission to be granted pursuant to the Application
Public Art Contribution	means the sum of £750 (seven hundred and fifty pounds) only payable in accordance with Schedule 5 to this Deed
“Qualifying Resident”	<p>In respect of the Social Rented Units</p> <p>means a person who is in need of Affordable Housing and Housing Need and is on the Home Choice Plus Register and:</p> <ul style="list-style-type: none"> (a) who is ordinarily resident in the Parish of Pebworth, or (b) whose family are ordinarily resident in the Parish of Pebworth, or (c) who is employed in the Parish of Pebworth, or <p>If no person qualifies pursuant to (a) – (c) above a person who is in need of Affordable Housing and Housing Need and is on the Home Choice Plus Register and:</p> <ul style="list-style-type: none"> (d) is ordinarily resident in any of the Parishes, or

	<p>(e) whose family are ordinarily resident in any of the Parishes, or</p> <p>(f) who is employed in any of the Parishes, or</p> <p>If no person qualifies pursuant to (d) – (f) above a person who is in need of Affordable Housing and Housing Need and is on the Home Choice Plus Register and;</p> <p>(g) is ordinarily resident in the District of Wychavon, or</p> <p>(h) whose family is ordinarily resident in the District of Wychavon, or</p> <p>(i) who is employed in the District of Wychavon</p> <p>If no person qualifies pursuant to (g) – (i) above a person who is on the Home Choice Plus Register and who is approved in writing by the Council as being in need of Affordable Housing and Housing Need</p> <p>In respect of the Shared Ownership Housing Unit</p> <p>means a person who is on the Council's Home Choice Plus register and is in need of Affordable Housing and/or Housing Need:</p> <p>(j) who is ordinarily resident in the Parish of Pebworth; or</p> <p>(k) whose family are ordinarily resident in the Parish of Pebworth; or</p> <p>(l) who is employed in the Parish of Pebworth; or</p>
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If no person qualifies pursuant to (j) – (l) above a person who is on the Council's Home Choice Plus register and is in need of Affordable Housing and/or Housing Need:

(m) who is ordinarily resident in any of the Parishes; or

(n) whose family are ordinarily resident in any of the Parishes; or

(o) who is employed in any of the Parishes; or

If no person qualifies pursuant to (m) – (o) above a person who is on the Council's Home Choice Plus Register and is in need of Affordable Housing and/or Housing Need; and

(p) who is ordinarily resident in the District of Wychavon, or

(q) whose family is ordinarily resident in the District of Wychavon, or

(r) who is employed in the District of Wychavon and

If no person qualifies pursuant to (p) – (r) above then a person who is on the Council's Home Choice Plus Register and who is approved in writing by the Council as being in need of Affordable Housing and/or Housing Need (such approval not to be unreasonably withheld or delayed) and who is ordinarily resident in the United Kingdom BUT if contracts have not been exchanged to sell/lease the Shared Ownership Housing

	Unit to any persons listed above at open market value taking into account the existence of this Deed (or completion effected where there is to be no exchange of contracts) through no fault of the seller within four 4 months of notice being given to the Council and the freehold owners/head-leaseholder/other nominated Affordable Housing Provider (as appropriate) pursuant to Schedule 1 of this Deed then 'Qualifying Resident' shall mean any person other than those listed above
"Registered Provider"	means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements who is approved or accredited by the Homes and Communities Agency or similar successor body
"Retail Price Index"	means the Retail Prices Index for "All Items" published by the Office for National Statistics or in the event that the Office for National Statistics shall cease to compile or publish the said Retail Prices Index such other index as the parties hereto shall agree or in default of agreement such Index as shall be determined for the purposes of this Deed as being an Index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to month
"Social Rented Units"	means 1 two bedroom house and 1 three bedroom house and their plots and allocated parking space(s) and/or garage(s) as shall be constructed on the Land pursuant to the provisions of Schedule 1 and the Affordable Housing Plan where the rents are subject to the National Rent Regime
"Shared Ownership Housing Unit"	means 1 two bedroom flat and its plots and

	allocated parking space and/or garage as shall be constructed on the Land pursuant to the provisions of Schedule 1 and the Affordable Housing Plan where a proportion of the equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity, on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing or to ensure that the purchaser/leaseholder in the event of acquiring more than 80% of the equity in the Shared Ownership Housing Unit to comply with the provisions of Schedule 1 in respect of a sale to a Registered Provider
"Shared Ownership Occupier"	means an owner-occupier of the Shared Ownership Housing Unit
"Working Days"	means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or a day falling within the period 24 December to the immediately following 2nd January (inclusive)

2. CONSTRUCTION

- 2.1 Words of masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice-versa and words denoting persons shall include bodies companies incorporated associations and partnerships and vice versa
- 2.2 Reference to any statute or statutory provisions includes a reference to:-
- 2.2.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
- 2.2.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Deed

- 2.3 The term "the Owner" shall include its assigns and successors in title to its legal interest in the Land or any part or parts thereof at the date hereof and to the rights and obligations created by this Deed
- 2.4 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 2.5 Any covenants obligations or other commitments given by more than one party to this Deed shall be joint and several and where any party consists of two or more persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally
- 2.6 The headings in this Deed are for ease of reference only and cannot be taken into account in its interpretation

3. HISTORY

- 3.1 The Council is the appropriate Local Planning Authority for the purpose of the 1990 Act in respect of the area which includes the Land
- 3.2 The Council is also the housing authority for the purposes of the Housing Act and as housing authority is required by Section 8 of the Housing Act to consider housing conditions in its district and the needs of the district with respect to the provision of further housing accommodation
- 3.3 Pursuant to such consideration the Council has concluded that there is a need in the district for Affordable Housing and that the provision of an Affordable Housing scheme one of the subjects of this Deed contributes towards the satisfaction of that need
- 3.4 The County Council is the strategic Planning Authority for the County of Worcestershire and is a Local Planning Authority for the purposes of section 106 of the 1990 Act and is the Highway Authority as defined in the Highway Act 1980 for the area in which the Land is situated and by whom the obligations in the Agreement in respect of highway and education matters are enforceable
- 3.5 The Owner holds the freehold title of the Land registered with title absolute at the Land Registry under title numbers WR23514 and []
- 3.6 The Contracting Purchaser has entered into an option to purchase the Land
- 3.7 The Council the Owner the Contracting Purchaser and the County Council are entering into this Deed to make provision for regulating the Development in manner hereinafter appearing
- 3.8 The Council the Owner wish to enter into this Deed for (inter alia) purposes contained in Section 106 of the 1990 Act

PLANNING OBLIGATIONS

The covenants contained in Schedules 1-8 (inclusive) to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

5. BINDING EFFECT OF THE AGREEMENT

5.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Sections 8 and 9 of the Housing Act and all other enabling powers and it and the covenants contained in it are enforceable by the Council

5.2 The Owner hereby covenants and undertakes in respect of each and every part of the Land to observe and perform the covenants which are contained in Schedules 1-8 (inclusive) to this Deed with the intent that the same shall bind the Land and be enforceable (subject to the provisions of this Deed) without limit of time not only against the Owner but also against each and any of their successors in title and any person claiming any legal or equitable estate or interest in the Land or any part or parts of it as if that successor and person had also been an original covenanting party

6. EFFECTIVE DATE

The provisions of this Deed shall come into effect upon the date of Commencement of the Development with the exception of Clauses 7, 8.7, 8.10, 8.13, 10, 11 and 12 which shall come into effect upon the date hereof

WARRANTIES

7. The Owner hereby warrants to the Council that:
- (a) there have been no dealings with the Land between the 5 December 2012 and the date of this Deed, and
 - (b) it remains at the date of this Deed seized in fee simple of the Land subject to the option in favour of the Contracting Purchaser but otherwise free from financial encumbrances

8. DECLARATIONS

IT IS HEREBY AGREED AND DECLARED

- 8.1 The planning obligations on the part of the Owner shall be in addition to and not in derogation of the Planning Permission
- 8.2 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or any other Act regulation or byelaws

- 8.3 This Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or authority pursuant to the provisions of the 1990 Act
- 8.4 Subject only to the provisions of Sections 106A and 106B of the 1990 Act the terms and conditions of this Deed can only be varied by a supplemental deed
- 8.5 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the covenants of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants or from acting upon any subsequent breach or default in respect thereof by the Owner
- 8.6 The Owner waives any rights to claim compensation arising from any limitation or restriction on the planning use of the Land under the terms of this Deed
- 8.7 If the Planning Permission at any time is quashed or revoked or is otherwise withdrawn by any statutory procedure or expires before Commencement of the Development this Deed shall cease to have effect
- 8.8 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 8.9 If any individual clause or paragraph in this Deed is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from this Deed PROVIDED THAT the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Deed
- 8.10 The validity construction and performance of this Deed shall be governed by English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Deed
- 8.11 The provisions of Schedule 1 to this Deed shall not be binding on any purchaser pursuant to the exercise of a statutory right to buy ~~or acquire~~ under Part V of the Housing Act 1985 ~~or Housing Act 1996~~ (or in either case any statutory modification or re-enactment thereof) ~~or social home buy scheme~~ or other statutory scheme where a tenant purchases one hundred per cent of the freehold of an Affordable Housing Dwelling or any mortgagee or successor in title of such purchaser SAVE Always that this clause shall not apply to the provisions of clause 18 of Schedule 1
- 8.12 The Contracting Purchaser hereby declares that it has no objection to the contents of this Deed and acknowledges that it will be bound by and be subject to the covenants and provisions contained in this Deed in the event that it completes the purchase of the Land or any part or parts thereof

- 8.13 No person shall be liable for a breach of this Deed after he shall have parted with all interest in the Land or that part in respect of which such breach occurred but without prejudice to liability for any subsisting breach which occurred prior to parting with such interest
- 8.14 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed the provisions of Schedule 1 of this Deed shall not be enforceable against the Owner occupiers tenants or mortgagees of General Market Dwellings constructed pursuant to the Planning Permission and purchased and occupied as private dwellings nor their successors in title so as to require them to construct or procure the construction and completion of the Affordable Housing Dwellings
- 8.15 Statutory undertakers or other utility suppliers with an interest in the Land only by virtue of the location of their structures or other apparatus on the Land (including electricity substations, poles stays gas governor stations and/or pumping stations) are specifically excluded from liability under this Deed
- 8.16 For the purposes of this Deed where a party is required to make a request or to give confirmation approval or consent or to express satisfaction with agreement to vary or give notice of any matter then such request confirmation approval consent or expression of satisfaction with agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed
- 8.17 The Council covenants with the Owner as set out in Schedule 9
- 8.18 The County Council covenants with the Owner as set out in Schedule 10

9. NOTICE OF DEED

The Council will on completion of this Deed register it in the Local Land Charges Register pursuant to the provisions of the Local Land Charges Act 1975

10. COSTS OF PREPARATION OF AGREEMENT

- 10.1 The Owner covenants to pay the Council's reasonable and proper legal costs in relation to this Deed on the date hereof plus VAT and disbursements
- 10.2 The Owner covenants to pay the Council's reasonable and proper administrative costs in relation to the completion of this Deed in the sum of £100 (one hundred pounds)
- 10.3 The Owner covenants to pay the County Council's reasonable and proper legal fees in relation to this Deed on the date hereof in the sum of £[400.00]

11. DISPUTES

- 11.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this Clause and either party

to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute

11.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within one month of a requirement being made pursuant to this Clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month

11.3 Notice in writing of his appointment shall be given by the expert to the parties to the dispute and he shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to him

11.4 The expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment

11.5 The expert shall give notice in writing of his decision to the parties to the dispute within two months of his appointment or within such extended period as the parties may together allow

11.6 The decision of the expert shall be final on all matters referred to him

11.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

11.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination

11.9 Nothing in this Clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed

12. NOTICES

12.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery post or facsimile transmission

12.2 The address for service of any such notice consent or approval as aforesaid shall in the case of service upon the Council and the County Council be at the address aforesaid or such other address for service as shall have been previously notified by the Council and the County Council to the Owners and/or the Contracting Purchaser and in the case of service upon the

Owners and/or the Contracting Purchaser be at their last known address (if an individual) or then current registered office (if a company)

12.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

- 12.3.1 If personally delivered at the time of delivery;
- 12.3.2 If posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom
- 12.3.3 If sent by facsimile transmission at the time of successful transmission at the time of successful transmission provided that if such transmission is made after 5.00 p.m. service shall be deemed to take place on the next Working Day;

And in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate) or that the facsimile was successfully transmitted on a tested line as the case may be

13. MORTGAGEE PROTECTION

13.1 The parties hereto agree and declare that the provisions of Schedule 1 of this Deed shall not be binding upon a mortgagee in possession or chargee of a Registered Provider owning the freehold to or having a long headleasehold interest in the Affordable Housing Dwellings nor upon a successor in title to such mortgagee in possession or chargee nor receiver appointed by a mortgagee in possession or chargee or successor in title to such receiver of such Registered Provider to the intent that such mortgagee in possession or chargee may deal with or dispose of the Affordable Housing Dwellings or any of them free from the terms of Schedule 1 of this Deed and thereupon the provisions of Schedule 1 of this Deed shall become null and void but only in respect of the disposal of that particular Affordable Housing Dwelling(s) PROVIDED THAT a mortgagee in possession chargee or receiver of a Registered Provider shall first have complied with the Mortgagees Duty set out in clause 13.2 below

13.2 Mortgagees Duty

- 13.2.1 this clause 13.2 applies solely to a mortgagee in possession chargee or receiver or successors in title to such mortgagee in possession chargee or receiver of a Registered Provider
- 13.2.2 The mortgagee in possession chargee or receiver shall notify the Head of Legal and Support Services at the Council in writing that it is seeking a purchaser of the freehold or long headleasehold interest in the Affordable Housing Dwellings AND

- 13.2.3 The mortgagee in possession chargee or receiver shall thereafter use reasonable endeavours to sell and transfer its freehold interest or long headleasehold interest in the relevant Affordable Housing Dwellings or any of them to a Registered Provider or the Council at a price equal to its market value taking into account and subject to the terms of this Deed including the terms of this Clause 13 AND
- 13.2.4 At least three (3) calendar months have elapsed since the said Head of Legal and Support Services at the Council received the written notice referred to in Clause 13.2.2 above and a binding contract for the disposal of the freehold interest or long headleasehold interest in the relevant Affordable Housing Dwelling(s) or any of them has not been exchanged with an alternative Registered Provider or the Council (or completion of the transfer has not been effected if there is to be no exchange of contracts) and this has been evidenced in writing to the reasonable satisfaction of the Council's Head of Legal and Support Services then the mortgagee in possession or chargee or successors in title to such mortgagee in possession chargee or receiver or successors in title to such mortgagee in possession chargee or receiver shall be free to dispose of those Affordable Housing Dwellings free of the provisions of Schedule 1 to this Deed
- 13.2.5 Notwithstanding anything to the contrary contained or referred to in this Deed nothing herein shall oblige the mortgagee in possession chargee or receiver or successor in title to such mortgagee in possession chargee or receiver to act contrary to its statutory duties and or in protecting its interests in respect of any monies then outstanding under the relevant mortgage or charge

14. SECTION 73 VARIATION

- 14.1. In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly

SCHEDULE 1

Affordable Housing

The Owner covenants with the Council as follows:

1. To construct and layout the Affordable Housing Dwellings in accordance with the Planning Permission and the provisions of this Schedule 1.
2. The Owner will or will procure the construction and completion at their own cost and expense of fifty percent (50%) of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty percent (50%) of the General Market Dwellings
3. The Owner will or will procure the construction and completion at their own cost and expense all of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of eighty percent (80%) of the General Market Dwellings
4. Construction of the Affordable Housing Dwellings shall be in accordance with Appendix Four of the Council's Affordable Housing Supplementary Planning Guidance dated 21 November 2002 and to the on-site standards specified by the Homes and Communities Agency or equivalent successor body in the latest version of its Design and Quality Standards at the time of construction and in accordance with the Code for Sustainable Homes Level Three or above issued by the Department for Communities and Local Government or other equivalent energy efficient standard first approved in writing by the Council (such approval not to be unreasonably withheld or delayed) and
 - (i) construction of those Affordable Housing Dwellings shall meet the minimum floor space requirements contained in the Council's Affordable Housing Supplementary Planning Guidance dated 21st November 2002; and
 - (ii) completion shall be deemed to be either when the NHBC Buildmark Certificate (or similar equivalent) shall have been issued in respect of all of the Affordable Housing Dwellings or when the local authority building control consultancy or approved inspector certifies them all complete if earlier
5. To ensure that all of the Affordable Housing Dwellings are sold and/or leased and/or occupied in accordance with this Deed and for the avoidance of doubt not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings unless in accordance with the provisions of this Deed

6. Not to allow fifty percent (50%) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of fifty percent (50%) of the Affordable Housing Dwellings to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council
7. Not to allow eighty percent (80%) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of all of the Affordable Housing Dwellings to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council
8. Not to allow the Affordable Housing Dwellings to be Occupied otherwise than by a person who at the date of his first Occupation is a Qualifying Resident (together with members of his immediate family) who occupies the Affordable Housing Dwelling as his sole residence
9. To obtain the written approval of the Council's Head of Legal and Support Services to the Initial Rent at least two months prior to any of the Social Rented Units being first Occupied PROVIDED THAT the Initial Rent and future rents of the Social Rented Unit shall always be set by the Registered Provider and any person or entity who has purchased the freehold or headleasehold interest in the Social Rented Unit pursuant to paragraph 16 of this Schedule 1 in accordance with the proximity to target rents contained in the National Rent Regime and written approval shall be provided within 20 Working Days (calculated in accordance with clause 10 of this Deed) of receipt by the Council's Head of Legal and Support Services of the notification required pursuant to this clause.
10. Not to initially dispose of any of the Affordable Housing Dwellings otherwise than by way of a mortgage or charge or to a Registered Provider by way of a freehold transfer or grant of a long headlease for the purposes of providing accommodation for occupiers which is in accordance with the objects of the Registered Provider and which is in accordance with its allocations policy .
11. To give notice in writing to the Head of Legal and Support Services at the Council of:
 - (a) completion of the freehold sale or grant of a long headleasehold interest in the Affordable Housing Dwellings and
 - (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings at least 3 weeks prior to such expected date
 - (c) the expected date of first Occupation of eighty percent (80%) of the General Market Dwellings at least 3 weeks prior to such expected date

AND until the freehold sale or grant of a long headleasehold interest in all of the Affordable Housing Dwellings have all been completed, to provide to the Head of Legal and Support Services at the Council on the 25th day of each month from the date of Commencement of Development a development progress report in writing recording the completion of the Affordable Housing Dwellings and giving details of the plot number and size of the Affordable Housing Dwellings completed

12. If the Development is one which will involve the creation or employment of a management company there shall be a single management company for all of the Dwellings. Details of such management arrangements shall be submitted to the Head of Legal and Support Services at the Council prior to the transfer of any Affordable Housing Dwellings to a Registered Provider and agreed in writing by the Head of Legal and Support Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling
13. Not to charge an occupier of any of the Affordable Housing Dwellings a service charge unless all items covered under the service charge are eligible for reimbursement in full through the housing benefit system (or any equivalent replacement system from time to time) and until the level of service charge has been agreed in writing by the Head of Legal and Support Services at the Council such agreement not to be unreasonably withheld or delayed
14. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings ceases to be accredited or approved by the Homes and Communities Agency or its equivalent successor body
 - 14.1 To give notice immediately in writing to the Head of Legal and Support Services at the Council of the cessation of accreditation or approval; and
 - 14.2 To transfer all legal interest in the Affordable Housing Dwellings to another Registered Provider subject to the provisions of this Deed
 - 14.3 A Registered Provider may dispose of its freehold or long headleasehold interest in the Affordable Housing Dwellings subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 14.2 above and thereupon the provisions of paragraph 14.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings PROVIDED THAT
 - 14.3.1 The Registered Provider notifies the Head of Legal and Support Services at the Council in writing that it is seeking a purchaser of its freehold or long headleasehold interest in the Affordable Housing Dwellings AND
 - 14.3.2 The Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or long headleasehold interest in the Affordable Housing

Dwellings to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 14 at a price equal to its market value taking into account the existence of this Deed AND

- 14.3.3** At least four (4) months have elapsed since the said Head of Legal and Support Services at the Council received the written notice referred to at paragraph 14.3.1 above and a contract for the disposal of the freehold or long headleasehold in the relevant Affordable Housing Dwellings has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal and Support Services at the Council
- 15.** Until such time as the Affordable Housing Dwellings are transferred pursuant to paragraph 14 of this Schedule 1 not to increase the rent or service charge of the Affordable Housing Dwellings above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council (such consent not to be unreasonable withheld or delayed)
- 16.** Not to grant a lease of the Shared Ownership Housing Unit to a Qualifying Resident otherwise than in accordance with the Homes and Communities Agency's Model form of Protected Areas Lease from time to time prescribed or any alternative form first approved in writing by the Head of Legal and Support Services at the Council (such approval not to be unreasonable withheld or delayed) and not to vary the "fundamental clauses" as prescribed by the Homes and Communities Agency of any lease granted of the Shared Ownership Housing Unit in any way that contravenes or conflicts with the terms of this Deed
- 17.** In the event that a tenant or other occupier of a Social Rented Unit exercises the right to acquire under applicable legislation procure that any Registered Provider shall unless the legislation otherwise requires use or procure the use of the net proceeds of sale as defined in section 24(3) of the Housing Act 1996 (and any amendment, re-enactment or successor provision) to fund the provision of further affordable housing and to make such provision within the District of Wychavon

Shared Ownership Housing Unit Buy Back

- 18.** To ensure that when a Shared Ownership Occupier of the Shared Ownership Housing Unit wishes to sell his interest in that unit he shall immediately give written notice of such intention to the Owner who will then (at the expense of the occupier wishing to sell) arrange for an independent open market valuation to be carried out by a qualified member of Royal Institute of Chartered Surveyors of the Shared Ownership Housing Unit to be carried out (taking into

account the existence of this Deed) and a copy of such valuation shall be supplied to the said occupier

- 18.1 To give notice in writing immediately to the Council's Head of Housing and Planning Services of receipt of a notice of intention to sell and to supply a copy of the agreed open market valuation or determination referred to in paragraph 18.2 below immediately upon receipt
- 18.2 To use all reasonable endeavours to agree the market value of the Shared Ownership Housing Unit with the Shared Ownership Occupier wishing to sell and in the event of a dispute to follow the procedures contained in the lease of the Shared Ownership Housing Unit or in the absence of such procedure utilising the dispute procedure contained in Clause 11 of this Deed if agreement cannot be reached
- 18.3 Following agreement or determination of the market value of the said Shared Ownership Housing Unit pursuant to paragraph 18.2 of this Schedule to invite the Shared Ownership Occupier to serve a written notice of his firm intention to sell his Shared Ownership Housing Unit upon the Owner
- 18.4 Following receipt of the notice of a firm intention to sell pursuant to paragraph 18.3 above to immediately provide details of the proposed assignment to the Head of Housing and Planning Services at the Council in writing for it to consider whether or not to purchase the Shared Ownership Housing Unit and for the Council to insert details of the proposed assignment on its Home Choice Plus Register or any register replacing it in the future and to carry out where appropriate direct marketing in relation to the sale of the Shared Ownership Housing Unit
- 18.5 To assess all suitable applicants for the Shared Ownership Housing Unit in accordance with the procedure set out in the Qualifying Resident definition to this Deed and to notify details of the chosen applicant to the Shared Ownership Occupier wishing to sell to the Head of Housing and Planning Services at the Council in writing within four weeks of receipt by the Council of the notice of firm intention to sell referred to in paragraph 18.3 above
- 18.6 If the nominated applicant or the Council or the Owner or any other Registered Provider nominated by the Owner do not proceed to exchange contracts for the purchase or surrender of the Shared Ownership Housing Unit within twelve weeks of receipt by the Owner and the Council of the notice of firm intention to sell referred to in paragraph 18.3 above to permit the Shared Ownership Occupier of the Shared Ownership Housing Unit to sell to a different Qualifying Resident but free from the obligations in this paragraph 18
- 18.7 PROVIDED that where a Shared Ownership Occupier of a Shared Ownership Housing Unit has acquired more than 80% of the freehold of his unit and wishes to sell his share in that unit then the procedure contained in this paragraph 18 shall apply BUT it shall be mandatory for the Owner or another Registered Provider nominated by the Owner to take a surrender or

assignment (as appropriate) of the Shared Ownership Housing Unit within twelve weeks from receipt by the Owner of the notice of firm intention to sell referred to in paragraph 18.3 above (as to which time shall be of the essence) provided that if no surrender or exchange of contracts for an assignment (where there is to be no exchange of contracts) is completed within that time period the Shared Ownership Occupier of the Shared Ownership Housing Unit wishing to sell may sell the Shared Ownership Housing Unit to a different Qualifying Resident in accordance with the definition of Qualifying Resident to this Deed

SCHEDULE 2

Cycling Strategy Contribution

The Owner covenants with the Council as follows:

1. Immediately upon Commencement of the Development to pay the Council the Cycling Strategy Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards the provision and/or improvement of facilities for cyclists between the parishes of Pebworth and Honeybourne, thus improving the accessibility to local services by bicycle and helping to achieve the objectives set out in the Council's adopted Cycle Strategy (2003) and supporting Wychavon District Local Plan Policy SR5' "Minimising Car Dependency"
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development
3. If the Cycling Strategy Contribution is not paid to the Council as set out in paragraph 1 above interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date this contribution becomes due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to continue with or permit the Development to be continued with until the Cycling Strategy Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 3

The Highways Infrastructure Contribution

The Owner covenants with the County Council as follows:

- 1.** Upon the Occupation of the 1st Dwelling to pay to the County Council the Highways Infrastructure Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and the Highways Infrastructure Contribution shall be used by the County Council towards the provision/erection of a bus shelter at the junction New Road/Chapel Road
- 2.** To give notice in writing to the Head of Legal and Democratic Services at the County Council at least 14 days prior to the expected date of Occupation of the 1st Dwelling
- 3.** If the Highways Infrastructure Contribution is not paid to the County Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the County Council in addition to the said contribution from the date such contribution becomes due until the date of payment to the County Council at the rate of 4% above the base lending rate of HSBC Bank PLC
- 4.** Without prejudice to paragraph 1 to this Schedule not to continue with or permit further Occupation of any Dwellings until the Highways Infrastructure Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council

SCHEDULE 4

The Off Site Public Open Space Contribution

The Owner covenants with the Council as follows:

- 1.** Immediately upon Commencement of the Development to pay to the Council the Off Site Public Open Space Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards the provision and/or enhancement of public open space within the Parish of Pebworth
- 2.** To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development
- 3.** If the Off Site Public Open Space Contribution is not paid as set out in paragraph 1 above then interest upon the Off Site Public Open Space Contribution shall become payable to the Council in addition to the said contribution from the date such contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
- 4.** Without prejudice to paragraph 1 to this Schedule not to continue with or permit the Development to be continued with until the Off Site Public Open Space Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 5

Public Art Contribution

The Owner covenants with the Council as follows:

- 1.** Immediately upon Commencement of the Development to pay the Council the Public Art Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of the provision of public art to celebrate local distinctiveness and history in the Parish of Pebworth
- 2.** To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development
- 3.** If the Public Art Contribution is not paid as set out in paragraph 1 above then interest upon the Public Art Contribution shall become payable to the Council in addition to the said contribution from when such contribution becomes due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
- 4.** Without prejudice to paragraph 1 to this Schedule not to continue with or permit the Development to be continued with until the Public Art Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 6

The Off Site Formal Sports Contribution

The Owner covenants with the Council as follows:

1. Immediately upon Commencement of the Development to pay to the Council the Off Site Formal Sports Contribution (which such contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards the enhancement and/or maintenance of Evesham Rowing Club and/or Pebworth Recreation Ground
2. To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development
3. If the Off Site Formal Sports Contribution is not paid as set out in paragraph 1 above then interest upon the Off Site Formal Sports Contribution shall become payable to the Council in addition to the said contribution from the date such contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to continue with or permit the Development to be continued with until the Off Site Formal Sports Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 7

The Built Sports and Leisure Facilities Contribution

The Owner covenants with the Council as follows:

- 1** Immediately upon Commencement of the Development to pay to the Council the Built Sports and Leisure Facilities Contribution (which such contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) towards the enhancement and maintenance of Evesham Rowing Club and/or Pebworth Recreation Ground
- 2** To give notice in writing to the Head of Legal and Support Services at the Council at least 14 days prior to the expected date for Commencement of the Development
- 3** If the Built Sports and Leisure Facilities Contribution is not paid as set out in paragraph 1 above then interest upon the Built Sports and Leisure Facilities Contribution shall become payable to the Council in addition to the said contribution from the date such contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
- 4** Without prejudice to paragraph 1 to this Schedule not to continue with or permit the Development to be continued with until the Built Sports and Leisure Facilities Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Council

SCHEDULE 8

On Site Landscaping and Attenuation Ponds

The Owner covenants with the Council as follows:

1. Prior to the Occupation of the first Dwelling to lay out the On Site Landscaping and Attenuation Ponds as shown edged Green on Plan 2 attached hereto and in accordance with any conditions attached to the Planning Permission to the reasonable satisfaction of the Council and in accordance with all current health and safety requirements from the date that the same is provided
2. To ensure that the On Site Landscaping and Attenuation Ponds are maintained in accordance with any conditions attached to the Planning Permission and with all health and safety requirements in force from time to time and to the reasonable satisfaction of the Council for a period in perpetuity
3. To ensure that the On Site Landscaping and Attenuation Ponds are used for no purposes other than landscaping/public open space and for sustainable drainage for a period in perpetuity

SCHEDULE 9

Council's covenants

Repayment of Contributions

- 1.** The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council (both acting reasonably) shall agree provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
- 2.** The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within seven years of the date of receipt by the Council.
- 3.** The Council shall provide to the Owner such evidence, as the Owner shall reasonably request in writing in order to confirm the expenditure of the contributions paid by the Owner under this Deed and shall upon request provide written evidence of any payments received from the Owner pursuant to this Deed.

SCHEDULE 10

County Council's covenants

Repayment of Contributions

- 1.** The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council (both acting reasonably) shall agree provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
- 2.** The County Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the County Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within seven years of the date of receipt by the County Council.
- 3.** The County Council shall provide to the Owner such evidence, as the Owner shall reasonably request in writing in order to confirm the expenditure of the contributions paid by the Owner under this Deed and shall upon request provide written evidence of any payments received from the Owner pursuant to this Deed.

In witness whereof the Council the Owner the Contracting Purchaser and the County Council have executed this Deed

THE COMMON SEAL OF **WYCHAVON**
DISTRICT COUNCIL was hereto affixed
in the presence of:

Managing Director

~~Deputy Managing Director~~

Head of Legal and Support Services



11889

SIGNED AS A DEED
BY **ALBERT JEFFREY**

In the presence of

Name of Witness *FRANK ANTHONY NEWELL*

Signature of witness

Occupation of Witness

Address of witness

*Banklays House
High Street
Moreton in Marsh GL56 0AX*

SIGNED AS A DEED
BY **DOUGLAS JEFFREY**

In the presence of

Name of Witness

Signature of witness

Occupation of Witness

Address of witness

FRANK
as above

Signed and delivered as a deed by
[J THOMPSON]
and [S BOWEN]
as Attorneys and in the name of
CALA MANAGEMENT LIMITED
In exercise of a Power of Attorney
in the presence of:



Signature: ... Daniel Forrester

Name: ... DANIEL FORRESTER

Address: ... 56 PITMANSTON COURT

... COODBY ROAD, BIRMINGHAM

... B13 8RL

Occupation:
... LAND GRADIENTE.

THE COMMON SEAL of WORCESTERSHIRE)

COUNTY COUNCIL was hereunto)

affixed in the presence of :-)



Head of Legal and Democratic Services

