

DATED 12th December 2005

1. STEVENAGE BOROUGH COUNCIL

and

2. HERTFORDSHIRE COUNTY COUNCIL

and

3. GENTECT RIDGEMOND PARK LLP

and

4. PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED

**DEED OF AGREEMENT MADE PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
in respect of Land at Ridgemonnd Park
Stevenage Hertfordshire**

THIS DEED OF AGREEMENT is made the 12th day of December 2005

BETWEEN:

1. **STEVENAGE BOROUGH COUNCIL** of Daneshill House Danestrete
Stevenage Hertfordshire SG1 1HN
2. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Hertford
Hertfordshire SG13 8DE
3. **GENTECT RIDGEMOND PARK LLP** (Registration Number OC314057)
whose registered office is at 2 Osprey House Trinity Business Park
Trinity Way Chingford London E4 8TD
4. **PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED** (an
Industrial and Provident Society Registration Number IP17210R) of
Capital House 25 Chapel Street London NW1 5DT

WHEREAS:

- (1) The Council and the County Council are the Local Planning Authorities
for the purposes of Section 106 of the Act for the Land and as such are
the Authorities entitled to enforce the planning obligations contained in
this Deed as set out hereafter
- (2) The County Council is the Education Authority the Fire Authority the
Highway Authority and the Library Authority for Hertfordshire

- (3) The Developer and the Association are the owners of the Land and entitled to be registered at H M Land Registry with absolute freehold title in respect of that part of the Land by virtue of the Transfers
- (4) Gentect Homes Stevenage Limited submitted the Application to the Council for planning permission for the development of the Land and by letter dated 8th August 2005 assigned the benefit of the Application jointly to the Developer and the Association
- (5) Having regard to the Council's Local Plan and all other material considerations the Council at a meeting of its Planning and Development Committee on 7th June 2005 resolved to grant planning permission in respect of the Application with conditions subject to the prior completion of a Deed to secure the matters hereinafter appearing
- (6) On 23rd September 2005 the Developer submitted plans to the Council to amend the Application
- (7) The Council at a meeting of its Planning and Development Committee on 25th October 2005 reconsidered the Application as amended by the Minor Amendment and its resolution referred to at recital 5 above and resolved to grant the Planning Permission in respect of the Application as amended by the Minor Amendment with conditions subject to the prior completion of this Deed to secure the matters hereinafter appearing AND FOR THE AVOIDANCE OF DOUBT the resolution made on 25th October 2005 supercedes the resolution made on 7th June 2005
- (8) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter appearing which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSES as follows:

DEFINITIONS

In this Deed including the recitals and the Schedules unless the context otherwise requires the following words and expressions shall have the meanings set out opposite to them:

"Account" means an interest bearing account with a UK bank

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

"Affordable Housing" means flats or houses that will be made available to people who cannot afford to rent or buy flats or houses which are generally available on the open market

"Affordable Housing Need" means any person who is:-

- (a) on the Council's Register of those in need of Affordable Housing or
- (b) certified by a RSL as being in need of Affordable Housing according to the objects of that RSL or
- (c) a person in need of Affordable Housing according to the definition from time to time used by the Council in relation to Affordable Housing for the Borough

"Affordable Housing Provider"	means the Council or a Housing Association or another person or organisation from time to time permitted by the Council to provide Affordable Housing falling within the relevant Affordable Housing category and registered with the Housing Corporation or its successors in duties
"the Application"	means the planning application described in the First Schedule
"the Association"	means Paddington Churches Housing Association Limited
"BCIS Index"	means the Royal Institution of Chartered Surveyors Building Construction Information Service National All-In Tender Price Index multiplied by the Regional factor for Hertfordshire
"Borough"	means within the administrative area of the Council
"Campshill Park Play Area Contribution"	means the sum of £25,000 (twenty five thousand pounds) plus a sum for indexation the total to be paid in accordance with clause 3.3.1
"Child Care and Youth Facilities Contribution"	means the sum of £44,589 (forty four thousand five hundred and eighty nine pounds) plus a sum calculated by reference to the BCIS Index the total

to be paid in accordance with Clause 4.2.1 and applied by the County Council in its sole discretion towards the cost of providing child care and local youth facilities for the locality of the Development

"Commencement Date"

means the date upon which is carried out any act pursuant to the Planning Permission which constitutes a material operation within the meaning of Section 56(4)(a) of the Act as amended **PROVIDED THAT** archaeological evaluation demolition site clearance and remediation site preparation ground investigations and site surveys laying of services and service media construction of boundary fencing or hoardings construction of temporary accesses and noise attenuation works shall not be taken to be a material operation so as to amount to commencement of the Development and **"Commence"** **"Commenced"** and **"Commencement"** shall be construed accordingly

"Council"

means Stevenage Borough Council

"County Council"

means Hertfordshire County Council

"Development"

means the development described in the Planning Permission

"Developer"

means ~~Gentect~~ Ridgemonnd Park LLP

"Due Date"

means the ~~date~~ upon which sums payable under this Deed become due in accordance with the terms hereof

"Footpaths"

means footways and pedestrian links for the purposes of this Deed only

"Housing Corporation"

means a non-departmental public body that is sponsored by the Office of the Deputy Prime Minister or its statutory successor to fund and regulate RSLs in England or by any other body upon which such duties devolve

"Housing Needs"

means the need for Affordable Housing as evidenced from time to time by the latest independent Housing Needs survey adopted by the Council

"Housing Needs Survey"

means such survey or surveys of Housing Needs within the Borough as may from time to time be commissioned by the Council from an independent housing expert and published by the Council for the purpose of identifying the most appropriate mix of Affordable Housing within the Borough having regard to the most up to date central regional and local government policy on

housing provision at the date that the survey is conducted

"Index"

means the monthly index of retail prices published by the Office for National Statistics or by any other body upon which the duties in connection with the said index devolve or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation

"Land"

means all that land and premises set out in the Second Schedule

"Library Contribution"

means the sum of £22,295 (twenty two thousand two hundred and ninety five pounds) plus a sum calculated by reference to the BCIS Index the total to be paid in accordance with Clause 4.1.1 and applied by the County Council in its absolute sole discretion towards the cost of providing library facilities for the locality of the Development

"Minor Amendment"

Means the submission of plans to amend the Application to the Council by the Developer on 23rd September 2005

"Nominations Agreement"	means the agreement set out in Part 1 of the Fourth Schedule in respect of Social Rented Units or the agreement set out in Part 2 of the Fourth Schedule in respect of Shared Ownership Residential Units
"Occupation"	means inhabited permanently or temporarily for residential purposes and "Occupy" shall be construed accordingly
"Outdoor Sports Facilities Contribution"	means the sum of £5,920 (five thousand nine hundred and twenty pounds) plus a sum for indexation the total to be paid in accordance with clause 3.2.1
"Perpetuity Period"	means a period of 80 years from the date of this Deed
"Plan A"	means the plan annexed to this Deed and marked A
"Plan B"	means the plan annexed to this Deed and marked B
"Planning Permission"	means the planning permission granted pursuant to the Application as amended by the Minor Amendment
"Private Residential Unit"	means a Residential Unit which is not for Shared Ownership or Social Rent
"Residential Unit"	means a unit of residential accommodation within the

Development

"RSL"

means an organisation which is registered as a registered social landlord by the Housing Corporation pursuant to the Housing Act 1996

"the Service"

means the Hertfordshire Fire and Rescue Service of Old London Road Hertford Hertfordshire SG13 7LD

"Shared Ownership"

means leasehold ownership of a Residential Unit shared between the occupier and an Affordable Housing Provider under which the occupier owns part and pays rental (at a rate in accordance with guidance issued from time to time by the Housing Corporation or its successor in duties on rents for shared ownership properties) on the balance of the leasehold interest in the Residential Unit on terms that either:-

- (a) such share remains fixed or
- (b) such occupier is entitled from time to time to staircase upwards from a predetermined minimum share (which shall not be less than thirty five per centum (35%) of the whole) towards (or at the discretion of the Affordable Housing Provider downwards from) a maximum share (which may at the discretion

of the Affordable Housing Provider
be up to one hundred per centum
(100%) of the whole) in respect of
his share of ownership of a
Residential Unit

**"Shared Ownership
Residential Unit"**

means a Residential Unit for
Affordable Housing owned and
occupied on a Shared Ownership
basis

"Social Rented"

means provided for rent by a RSL
using public subsidy at levels no
higher than Housing Corporation
target rents

"Social Rented Unit"

means a Residential Unit for
Affordable Housing to be let to a
person or persons nominated by the
Council in accordance with the
Nominations Agreement

"Specification"

means the specification as set out in
the Third Schedule for the sports
changing facility described in the
Sports Changing Facility Permission

**"the Sports Changing
Facility Permission"**

means the planning permission which
has been granted by the Council as
described in the Fifth Schedule

"Transfers"

means the transfer dated 12 December
2005 made between the Council (1)
and the Developer (2) for the purchase
of part of the Land more particularly

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"Transport Contribution"

means the sum of £61,000 (sixty one thousand pounds) plus a sum calculated by reference to the Transport Index the total to be paid in accordance with Clause 4.4.1 and applied by the County Council in its absolute sole discretion towards the cost of providing the Transport Works

"Transport Index"

Means the Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by Her Majesty Statistical Office as collated into a single index in accordance with the SPONS Constructed Civil Engineering Cost Index

"Transport Works"

means the upgrading of the Footpaths within the vicinity of the Development

2 INTERPRETATION

2.1 This Deed is made pursuant to Section 106 of the Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of

subsection (1) of Section 106 and bind each and every part of the Land and insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers

2.2 The Council is the local authority by which the planning obligations contained in Clause 3 and the County Council is the authority by which the planning obligations contained in clause 4 of this Deed are enforceable

2.3 In the event that Planning Permission is granted pursuant to the Application then Clauses 3 4 6 7 and 8 shall have full force and effect but not otherwise save that Clauses 1 2 5 and 9 to 16 inclusive shall have full force and effect from the date of this Deed

2.4 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with all of its interest in the Land save that it shall remain liable for any such breach occurring before it parted with possession of such interest in the Land.

2.5 This Deed shall cease to have effect if:-

2.5.1 the Planning Permission shall be quashed or revoked or

2.5.2 the Planning Permission shall expire prior to the Commencement Date without having been implemented

2.6 Nothing in this Deed shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council or the County Council of any of their respective statutory powers functions or discretions in relation to the Land or otherwise

- 2.7 Words imposing an obligation on a party to this Deed to do any act whatsoever includes an obligation to procure that act and words placing a party to this Deed under a restriction includes an obligation not to cause or permit or suffer any infringement of that restriction
- 2.8 Words in this Deed imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several
- 2.9 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations or statutory bodies and vice versa
- 2.10 A reference to any clause or schedule (or any part of them) is (unless the context otherwise requires) a reference to a Clause or Schedule (or any part of them) contained in this Deed
- 2.11 A reference to an Act of Parliament or a Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Deed SAVE THAT in the event that any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated, amended or re-enacted from time to time
- 2.12 References to the Developer and the Association in this Deed shall include their successors in title and assigns and in the case of the Council and the County Council includes any successor local planning authority exercising planning powers under the Act and in the case of the County Council any successor Education Authority Fire Authority Highway Authority or Library Authority

- 2.13 Unless otherwise specified where any agreement certificate or approval is to be given by the Council and/or the County Council under the terms of this Deed then the same shall not be unreasonably withheld or delayed

3 DEVELOPER'S AND ASSOCIATION'S COVENANTS WITH THE COUNCIL

The Developer and the Association for themselves and their respective successors in title and persons deriving title from them hereby covenant with the Council as follows:-

3.1 Affordable Housing

3.1.1 Social Rented Units and Shared Ownership Residential Units

3.1.1.1 Not to Occupy nor cause nor permit Occupation of any part of the Development until it has entered into a nominations agreement in the form of the Nominations Agreement with the Council in respect of the Social Rented Units to be constructed on the Land

3.1.1.2 To ensure the provision of 27 (twenty seven) Social Rented Units on the Land in accordance with Clause 3.1.2 prior to the Occupation of the 40th (fortieth) Private Residential Unit on the Land

3.1.1.3 Not to Occupy nor cause nor permit Occupation of the 40th (fortieth) Private Residential Unit on the Land until there shall have been:-

(a) provided fit for purpose and fit for occupation and

(b) referred to the Council in accordance with the procedure set out in the Nominations Agreement

the 27 (twenty seven) Social Rented Units in accordance with Clause 3.1.2 on the Land or such other mix as may be agreed between each of the Council and the Developer and the Association in writing on the basis of Housing Needs identified in the Borough following a Housing Needs Survey

3.1.1.4 Not to Occupy nor cause nor permit Occupation of any part of the Development until it has entered into a nominations agreement in the form of the Nominations Agreement with the Council in respect of the Shared Ownership Residential Units to be constructed on the Land

3.1.1.5 To ensure the provision of 14 (fourteen) Shared Ownership Residential Units on the Land in accordance with Clause 3.1.2 prior to the Occupation of the 40th (fortieth) Private Residential Unit on the Land

3.1.1.6 Not to Occupy nor cause nor permit Occupation of the 40th (fortieth) Private Residential Unit on the Land until there shall have been provided fit for purpose and fit for occupation the 14 (fourteen) Shared Ownership Residential Units in accordance with Clause 3.1.2 on the Land or such other mix as may be agreed between the Council and the Developer in writing on the basis of Housing Needs identified in the Borough following a Housing Needs Survey

3.1.2 Mix of Residential Units

To ensure and to procure that the mix of Residential Units on the Land shall be:-

3.1.2.1 14 (fourteen) Shared Ownership Residential Units

3.1.2.2 27 (twenty seven) Social Rented Units and

3.1.2.3 81 (eighty one) Private Residential Units

or such other mix as may be agreed between each of the Council and the Developer and the Association in writing on the basis of Housing Needs identified in the Borough following a Housing Needs Survey

3.1.3 Restriction on Social Rented Units to be used as Affordable Housing during the Perpetuity Period

To procure that the title for each Social Rented Unit is subject to covenants (with or without legal mechanisms to achieve such effect):-

3.1.3.1. restricting the use of the Social Rented Unit during the Perpetuity Period to Affordable Housing

3.1.3.2. requiring that during the Perpetuity Period the Social Rented Unit shall not (as appropriate) be sold or let to any person who is not in Affordable Housing Need except to any person or persons exercising any right to acquire the Social Rented Unit under a purchase grant scheme or right to buy or similar right conferred by statute or pursuant to guidance issued by the Housing Corporation

3.1.3.3 requiring that on each occasion during the Perpetuity Period that the Social Rented Unit is let the procedure set out in the Nominations Agreement is observed and performed

3.1.4 Nomination Procedure

3.1.4.1 To ensure and procure that prior to the first Occupation of each Social Rented Unit and on each occasion that such Social Rented is relet the procedure set out in the Nominations Agreement in Part 1 of the Fourth Schedule shall be observed and performed

3.1.4.2 To ensure and procure that prior to the first Occupation of each Shared Ownership Residential Unit the procedure set out in the Nominations Agreement in Part 2 of the Fourth Schedule shall be observed and performed

3.2 Outdoor Sports Facilities Contribution

3.2.1 To pay the Outdoor Sports Facilities Contribution to the Council prior to the Commencement Date such payment to be index linked by reference to the Index from 7th June 2005 until the date of payment

3.2.2 Not to Commence nor cause nor permit the Commencement of any part of the Development until the Outdoor Sports Facilities Contribution has been paid to the Council pursuant to Clause 3.2.1

3.3 Campshill Park Play Area Contribution

3.3.1 To pay the Campshill Park Play Area Contribution to the Council prior to the Commencement Date such payment to be index linked by reference to the Index from 7th June 2005 until the date of payment

3.3.2 Not to Commence nor cause nor permit Commencement of any part of the Development until the Campshill Park Play Area Contribution has been paid to the Council pursuant to Clause 3.3.1

3.4 Sports Changing Facility

3.4.1 To provide or ensure the provision of the sports changing facility on the land adjoining the Land in accordance with the Sports Changing Facility Permission the Specification and the guidance set out in the Sport England (Sports Council) Document entitled Pavilions and Clubhouses issued September 1998 prior to the Occupation of the 40th (fortieth) Private Residential Unit on the Land

- 3.4.2 Not to occupy nor cause nor permit Occupation of the 40th (fortieth) Private Residential Unit on the Land until the sports changing facility referred to in Clause 3.4.1 has been provided on the land adjoining the Land in accordance with the Sports Changing Facility Permission the Specification set out in the Third Schedule and and the guidance set out in the Sport England (Sports Council) Document entitled Pavilions and Clubhouses issued September 1998

4 DEVELOPER'S AND ASSOCIATION'S COVENANTS WITH THE COUNTY COUNCIL

The Developer and the Association for themselves and their successors in title and persons deriving title from them hereby covenant with the County Council as follows:-

4.1 Library Contribution

- 4.1.1 To pay the Library Contribution to the County Council prior to any Occupation of the Development such payment to be index linked by reference to the BCIS Index multiplied by the regional factor for Hertfordshire from the fourth quarter of 2003 until the date of payment
- 4.1.2 Not to Occupy nor cause nor permit Occupation of any part of the Development until the Library Contribution has been paid in full to the County Council pursuant to Clause 4.1.1

4.2 Child Care and Youth Facilities Contribution

- 4.2.1 To pay the Child Care and Youth Facilities Contribution to the County Council prior to any Occupation of the Development such payment to be index linked by reference to the BCIS Index multiplied by the

regional factor for Hertfordshire from the fourth quarter of 2003 until the date of payment

- 4.2.2** Not to Occupy nor cause nor permit Occupation of any part of the Development until the Child Care and Youth Facilities Contribution has been paid in full to the County Council pursuant to Clause 4.2.14.3

4.3 Provision of Fire Hydrants

- 4.3.1** To submit proposals that the Water Scheme incorporates fire hydrants in accordance with BS 750 (1984) as reasonably and properly required by the Service and for the purposes of this clause 4.3 the "Water Scheme" shall mean the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of a new mains or extension to or diversion of existing services or apparatus **AND** where existing water services are to be used the details of the Residential Units and the water supply to them shall be provided by the Developer for the written approval of the Service prior to the Commencement Date

- 4.3.2** To construct and provide at no cost to the Service or the County Council the fire hydrants reasonably and properly indicated in the water scheme referred to in Clause 4.3.1 and to advise the Service in writing of the date upon which each and every fire hydrant becomes operational

- 4.3.3** Once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Service until such time as they are adopted by the Service such adoption to take place upon the issue of a certificate of satisfaction by the Chief Fire Officer of the Service the issue of which shall not be unreasonably delayed **PROVIDED THAT** such certificate shall not be issued prior to the issue by the Director of Environment of the County Council of any

certificate of maintenance for the highways in which the fire hydrants are located

4.3.4 Not to Occupy nor cause nor permit Occupation of any Residential Unit until such time as it is served by an operational fire hydrant **PROVIDED THAT** the Water Scheme referred to in clause 4.3.1 indicates that the Residential Unit is to be served by a fire hydrant

4.3.5 To address any notice to be given to the Service to the Water Services Officer at the Service

4.4 **Transport Contribution**

4.4.1 To pay the Transport Contribution to the County Council prior to the Commencement Date such payment to be index linked by reference to the Transport Index from 7th June 2005 until the date of payment

4.4.2 Not to Commence nor cause nor permit Commencement of the Development until the Transport Contribution has been paid in full to the County Council pursuant to Clause 4.4.1

5 **DEVELOPER'S AND ASSOCIATION'S COVENANTS WITH THE COUNCIL AND THE COUNTY COUNCIL**

The Developer and the Association for themselves and their successors in title and persons deriving title from them hereby covenant with the Council and County Council and each of them as follows:-

5.1 **Costs**

On the date hereof to pay to both the Council and the County Council the reasonable costs and disbursements incurred by both the Council and the County Council in respect of the negotiation and completion of this Deed and Value Added Tax (if any)

Notices

The Council hereby both the Council and the County Council in writing or procure that they are so notified of each of the following events within 7 days of such event occurring:-

- 5.2.1 Commencement Date
- 5.2.2 practical completion of the Social Rented Units
- 5.2.3 practical completion of the Shared Ownership Residential Units
- 5.2.4 first Occupation of any Residential Unit
- 5.2.5 Occupation of the 39th Private Residential Unit **PROVIDED THAT** the Developer shall be under no obligation to serve notice of this event on the Council and the County Council if the Developer has already served on them notice of the events referred to in Clause 5.2.2 and 5.2.3
- 5.2.6 completion of the Development

COUNCIL'S COVENANTS

The Council hereby covenants with the Developer and the Association and each of them as follows:

- 6.1. To invest all the contributions received by it under the terms of this Deed in the Account
- 6.2. To apply the Outdoor Sports Facilities Contribution and any interest accrued thereon towards the cost of providing extending altering improving maintaining and/or operating outdoor sports facilities in the Borough and to refund to the person or body who paid the Outdoor

Sports Facilities Contribution any portion of the said Contribution remaining unspent on the fifth anniversary of the date of payment of the Outdoor Sports Facilities Contribution pursuant to Clause 3.2.1 together with interest thereon at the rate of one per centum per annum above the HSBC base lending rate from time to time in force

- 6.3. To apply the Campshill Park Play Area Contribution and any interest accrued thereon in its sole discretion towards the cost of providing extending altering improving maintaining and/or operating children's play areas within the Borough and to refund to the person or body who paid the Campshill Park Play Area Contribution any portion of the said Contribution remaining unspent on the fifth anniversary of the date of payment of the Campshill Park Play Area Contribution pursuant to Clause 3.3.1 together with interest thereon at the rate of one per centum per annum above the HSBC base lending rate from time to time in force

7 COUNTY COUNCIL'S COVENANTS

- 7.1 The County Council hereby covenants with the Developer and the Association and each of them to use the Library Contribution the Child Care and Youth Facilities Contribution and the Transport Contribution together with any interest accrued thereon for the purposes described in the definitions of the said Contributions in Clause 1 and to refund to the person or body who paid such Contributions any portion of the said Contributions remaining unspent on the tenth anniversary after notification of completion of the Development the Library Contribution the Child Care and Youth Facilities Contribution and the Transport Contribution pursuant to Clauses 4.1.1 4.2.1 and 4.4.1 together with interest thereon at the rate from time to time prescribed under Section 32 of the Land Compensation Act 1961

FURTHER ISSUES REGARDING THE CONTRIBUTIONS TO THE COUNTY COUNCIL

It is agreed by the Developer the Association and the County Council that:-

8.1 If prior to the receipt of either the Library Contribution or the Child Care and Youth Facilities Contribution the County Council incurs any expenditure in providing additional library or youth facilities the need for which arises from or in anticipation of the Development then the County Council may immediately following receipt of the relevant contribution deduct from such contribution such expenditure incurred

8.2 Where any sum to be paid to the County Council under the terms of this Deed is required to be index linked then payment shall be made using the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within 14 days of written demand by the County Council or the Developer or the person or body who paid such sums as the case may be

WARRANTY BY DEVELOPER

9.1 The Developer and the Association hereby warrant that they are the owners of the freehold of the Land and that no other party has an interest in the Land save as disclosed in writing to both the Council's Borough Solicitor and the County Council's County Secretary prior to completion of this Deed

10 LOCAL LAND CHARGE

10.1 This Deed shall be registered as a Local Land Charge by the Council

11 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

11.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party to this Deed or a successor in title to a party hereto

12 NOTICES CONSENTS AND APPROVALS

12.1 Any notice notification or application for any approval consent or other authorisation under this Deed shall be in writing and shall be deemed to have been validly served if delivered by hand or sent by registered or recorded delivery post to the party upon whom it is to be served as specified herein

12.2 The address for any notice or other written communication is:-

12.2.1 for the Developer at the address specified above or at such other address as the Developer may specify from time to time by notice in writing to the Council and/or the County Council

12.2.2 for the Council at the address specified above marked for the attention of the Head of Planning and Regeneration or such other person or such other address as the Council may specify from time to time by notice in writing to the Developer and/or the County Council

12.2.3 for the County Council at the address specified above marked for the attention of the County Secretary or such other person or such other address as the County Council may specify from time to time by notice in writing to the Developer and/or the Council

12.2.4 for the Association at the address specified above or at such other address as the Association may specify from time to time by notice in writing to the Council and/or the County Council

Any notice or other written communication to be given by the Council shall be deemed valid and effectual if it is signed on behalf of the Council by a duly authorised officer or signatory

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

12.4.1 if personally served at the time of delivery

12.4.2 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

and in providing 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 said postal authority in a prepaid first class or recorded delivery or registered post envelope (as appropriate) and the postal authority has issued confirmation of delivery in the case of delivery by recorded or registered post delivery

13 RELEASE

The obligations contained in this Deed shall not apply to any of the following persons:-

- 13.1 a person acquiring an Affordable Housing Residential Unit pursuant to a right to acquire or a disponent or mortgagee of that person;
- 13.2 a lessee of any Affordable Housing Residential Unit under a shared ownership lease who has staircased to one hundred per cent (100%) and/or taken a transfer of the freehold reversion of that lease or a disponent or mortgagee of that lessee
- 13.3 any chargee whose power of sale has become exercisable in respect of the Land or an individual Affordable Housing Residential Unit

and for the avoidance of doubt the obligations contained in this Deed shall cease to bind the Land or an individual Affordable Housing Residential Unit once it is vested in any of the parties listed above

14 INVALIDITY

- 14.1 If it is adjudged by any Court or other tribunal of competent jurisdiction that any Clause or part of any Clause (as opposed to the whole) of this Deed is unlawful or unenforceable the said Clause or part of the Clause shall be construed as severable from the remainder of the Deed to the effect that the Deed shall be construed and enforceable as if the said Clause or part of the Clause was never included in this Deed

OVERDUE PAYMENTS

15.1 All sums payable under this Deed shall be payable by the Due Date and shall thenceforth be debts due to the Council and recoverable by action as a simple contract debt without prejudice to the right of the Council to pursue its right for an injunctive remedy

15.2 In the event of any delay in making any payment required under this Deed interest shall be payable on the amount payable calculated on a daily basis at a daily rate of $1/365^{\text{th}}$ of the annual rate of interest of 4 per centum per annum above the HSBC plc base rate from time to time in force from the Due Date until the date of actual payment

DISPUTES PROCEDURE

16.1 Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed between the Council and the Developer and the Association may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties

The following provisions and terms of appointment shall apply to such disputes or disagreements or questions:-

16.2.1 the expert shall have at least 10 years post qualification experience in the subject matter of the dispute

16.2.2 the expert shall be appointed jointly by the parties in dispute or in default of agreement appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute

16.2.3 the persons calling for the determination shall make written submission to the expert and the other parties within 10 working days of the expert's appointment

- 16.2.4 the expert shall make directions as to a timetable for presentation of evidence and the other parties shall have 21 working days from receipt or such extended period as the expert shall allow to respond
- 16.2.5 the expert shall disregard any representations made out of time and shall as part of his terms of reference be required to use reasonable endeavours to make his decision within 21 working days of receipt of the representations under Clause 16.2.4 or if none the expiry of the period referred to in Clause 16.2.4
- 16.2.6 the expert's decision shall be in writing and give reasons for the expert's decision
- 16.2.7 the expert's fees shall be met by the person calling for the determination unless the other party is found to have acted unreasonably in which case the other party shall meet such costs and reimburse any expert's fees already paid by the other party

FIRST SCHEDULE

Planning Application

An application received by the Council on 29th March 2005 for full planning permission for the erection of 122 residential units (54 houses and 68 flats) with vehicular access from Telford Road provision of 164 car parking spaces and associated open space and landscaping as more particularly set out in the application and accompanying plans and allocated reference O5/00142/FP

SECOND SCHEDULE

Particulars of the Land

that freehold land and premises known as Ridgemonnd Training Centre
Ridgemonnd Park Telford Avenue Stevenage Hertfordshire SG2 0AU which is
particularly delineated shown edged red on Plan A.

THIRD SCHEDULE

Sports Changing Facility Specification

Planning Issue Issued 15.06.05

05.06.05 General revisions

06.06.05 General revisions

05.07.05 Minor amendment

08.07.05 Ceiling spec' and water storage position amended.

General Notes.

All specifications and installations are to comply with Building Regulations Approved Documents with amendments, the relevant British Standards, manufacturers recommendations and Zurich Technical requirements.

All works to be carried out in accordance with the latest Building Regulations and to the satisfaction of the local building control officer. All existing services to be assumed only and to be checked on site prior to commencement of works.

A External Walls

External walls to be 300mm overall comprising:-

102mm facing brickwork (red)

100mm overall cavity

100mm Fairfaced blockwork to inner leaf.

Thermal performance to meet current building regulations – insulation may be required.

B Internal Walls

To be 100mm fairfaced blockwork (loadbearing positions determined by engineer)

C Roof Construction

Roof to be traditional tiled construction.

All valleys are to be constructed with GRP gutter

All ridges are to be bedded in 1:3 cement: sand mortar and provided with ridge vent tiles.

Eaves ventilation to be provided by an over fascia proprietary ventilation system to achieve a 10mm continuous air gap. (ventilation above gutter line)

Roof tiles to be fixed to 38x25mm tanalised sw battens laid across type IF untearable roofing felt. Roof covering to be supported by roof trusses to structural engineers details.

All roof members to be preservative treated.

Underside of ties to be lined to produce a flat ceiling, specification to be agreed. Use Gyproc moisture resistant board in all wet areas.

Fascias, soffits and guttering to be in preformed metal.

Rainwater pipes to be (anti-climb) metal square section, fixed tight to wall.

Roof to be insulated with 250mm Rockwool insulation with minimum 10mm continuous air gap provided above insulation.

Construction to give minimum overall U-Value of $0.2\text{w/m}^2\text{°C}$.

Eaves soffit to project 350mm to deter attempts to gain access onto roof.

Window Specification

Windows to be aluminium/metal frame with Georgian wired glass, details to be approved. Windows to be fixed type with no opening lights and fitted with an RSL central electric operated roller shutter.

Joint between frame and masonry opening pointed in one part acrylic polymer mastic including foam polythene joint fillers where joint exceeds 5mm. Colour of mastic to be agreed.

Lintel Specification – I.G Limited or Catnic Lintels.

E External Doors

Door manufacturer IG (or similar) "Secured By Design" robust metal doors fully compliant with PAS23 – PAS24. 1999. Certificate to be made available to Police Authority. Push and kick plates to be fitted to all doors.

F Internal Doors

Internal Doors Specification

Manufacturer to be determined. Premdor or similar solid core doors.

Push and kick plates to be fitted to all doors.

Ironmongery : generally shall be lever, bolt through type approved by client.

G Mechanical Ventilation

Changing Rooms, Officials room, Male and Female WC's and Disabled Changing to be fitted with wall mounted, humidistat controlled extract fan wired to an unswitched fused spur at high level or similar type extract fan providing 60 litres per second extract ventilation which can be operated

intermittently. Ventilation to outside air via flexi pipe through the ceiling and to terminate at ridge vent.

Changing room windows to be fitted with 4000mm trickle ventilators in windows.

I Internal Drainage

Sanitary fittings from Armitage Shanks or similar in white porcelain. No urinals, as toilets to be Unisex.

All internal drainage to be boxed in including wc cisterns. Access panels to be securely fixed.

Shower fittings and tap specification to obtain local authority approved.

I Disabled Access and Mobility Provision

Access to all entrances as indicated on the ground floor, and site layout plan.

Mobility thresholds provided to all entrance doors.

J Electrical

Electrical installation to comply with latest Building Control Regulations and meet energy efficiency requirements as outlined in Part P.

CCTV to be located on 2 posts located to SE and NW corners overlooking

building. CCTV and all related infrastructure (incl' telephone and ISDN line) to be provided by local authority.

Communication/control equipment to be located in service cupboard.
Equipment to be provided by others.

External lighting to be fixed to CCTV posts at high level.

Plant room to accommodate electric meter and CCU, water stopcock etc.

Water heating

Gas fired boiler to provide hot water requirements. Cold water storage via a tank in the roofspace above the store room.

Space Heating

To be provided via above boiler

All of the above will require a plant room of reasonable size, also to accommodate the water, electric and CCTV intake/monitoring.

Burglar alarm fitted to meet British standards.

K Refuse Storage

New bin store to accommodate 1 no. 'Biffa bin' (see floor plan)

L Finishes and Fittings

Floor covering: Quarry tiles and coved skirting on CM screed

Floor tiles to shower areas and disabled changing to be anti-slip

Wall tiling: Shower areas and disabled changing to be full height.

Provide 2 row splash backs over wash hand basins.

Tiles are to be 150x150x5mm glazed ceramic white.

Secure locker to be provided in officials changing.

Benches and coat hooks and wc roll holders to obtain local authority approval.

Decoration: Internal/external proposals for colours to be approved.

External Works

Entrance area and paths to be in 600x600mm pre cast concrete paving flags.

FOURTH SCHEDULE

PART 1

Nominations Agreement for Social Rented Units

DATED

2005

□

- and -

STEVENAGE BOROUGH COUNCIL

NOMINATIONS AGREEMENT

for lettings at

RIDGEMOND PARK STEVENAGE

THIS DEED OF AGREEMENT is made the day of 2005

BETWEEN:

1. [] (Company Registration Number ["NUMBER"]) of [] (hereinafter called "the Association") of the one part and

2. **STEVENAGE BOROUGH COUNCIL** of Daneshill House Danestrete Stevenage Hertfordshire SG1 1HN (hereinafter called "the Council") of the other part

THIS DEED WITNESSES as follows:

DEFINITIONS

In this Deed unless the context requires otherwise the following words and expressions shall have the following meanings:

"Dwelling" shall mean a dwelling erected or to be erected by the Association upon the Land for the purpose of letting in accordance with the Association's rules

"Full Acceptance" shall mean acceptance of a Dwelling by a Nominee who then signs a tenancy agreement within 4 working days of acceptance

"Housing Needs" shall mean the need for Affordable Housing as evidenced from time to time by the latest independent Housing Needs survey adopted by the Council

"Housing Needs Survey" shall mean such survey or surveys of Housing Needs within the Borough as may from time to time be commissioned by the Council from an independent housing expert and published by the Council for the purpose of identifying the most appropriate mix of Affordable Housing within the Borough having regard to the most up to date central regional and local government policy on housing provision at the date that the survey is conducted

Ar *[Signature]*
x
"The Land" shall mean the land at ~~Ridgmond Training Centre~~
Ridgmond Park Stevenage Hertfordshire SG2 0AU shown edged red on
the plan ~~marked 1~~ annexed hereto

Ar
[Signature]
[Signature]
"Nomination Period" shall mean in the case of an initial letting 20
Working Days from the date of the initial nomination as set out in this
Deed and in the case of a subsequent letting 20 Working Days from the
date of notification of a vacancy

m
be.
"Nominee" shall mean a person nominated by the Council from the
Housing Register maintained by the Council in compliance with Part VI of
the Housing Act 1996 and in accordance with the Council's allocation
policy and who is entitled to be nominated to a registered social landlord
for the purpose of becoming a tenant of that said landlord

"Rejection" shall mean rejection of a Dwelling by a Nominee and
includes acceptance of a Dwelling by a Nominee who then fails to sign a
tenancy agreement within four Working Days of such acceptance and
"Reject" and "Rejecting" shall be construed accordingly

"Working Day" shall mean any day from Monday to Friday inclusive
which is not Christmas Day Good Friday or a statutory Bank Holiday

PRELIMINARY

2. The Association is in the course of constructing or will cause to be
constructed 27 (twenty seven) Dwellings or such other number as may
be agreed in writing between the Council and the Association on the
basis of Housing Needs identified in the administrative area of the
Council following a Housing Needs Survey

This Deed is entered into pursuant to powers contained in section 2(4) of Local Government Act 2000 and section 111 of the Local Government Act 1972 section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 106 of the Town and Country Planning Act 1990 and all other enabling powers to the intent that it shall bind each and every part of the Land and the successors in title and assigns of the Association

The Council shall for a period of 80 (eighty) years from the date hereof have the right to nominate persons in respect of 100% (one hundred percent) of the initial lettings of the Dwellings which are ready and available for occupation before any lettings by the Association and to make nominations thereafter in respect of such Dwellings which subsequently become vacant in order to maintain the number of persons nominated by the Council at a minimum of 75% of the said original number of such Dwellings or such other percentage as may be agreed in writing between the Association and the Council from time to time

PROVIDED ALWAYS THAT:

- 4.1 all persons nominated by the Council shall be persons who qualify for housing under the Association's Rules and the Association shall notify the Council of any substantial changes to its Rules
- 4.2 the Association shall consider those persons nominated by the Council and in deciding upon the suitability of a Nominee shall have regard to the number of proposed occupants their health their ability to meet rental commitments their willingness to live in that particular locality and any special circumstances relating to pets abnormal hobbies or anti-social habits and in the event of approval not being given the Association shall immediately inform the Council of the reason for its decision which shall in no way be based on a person's sex race colour ethnic or national origin disability (except where the Dwelling to be let would be unsuitable

by reason of such disability) marital status sexual orientation nor upon the age of the Nominee or the age of members of the Nominee's family (save where the Dwelling to be let has either been specially designated as suitable for young or elderly persons or vice versa)

5. INITIAL LETS

- 5.1. The Council hereby agrees to provide to the Association within 2 (two) calendar months of receiving written notice from the Association of the proposed date for practical completion of any Dwelling/Dwellings a list of the names and addresses of suitable Nominees sufficient in number to fill those Dwellings
- 5.2 If subsequent to the provision of an initial list of Nominees by the Council as provided in clause 5.1 above the Council has been invited to make further nominations in respect of individual Dwellings but fails to do so within 10 (ten) Working Days of such invitation then the Association shall be free to offer such Dwellings to someone other than a Nominee and the Council shall forego its nomination rights in respect of such Dwellings on that occasion only but its rights under this Deed in respect of any subsequent letting of such Dwelling/Dwellings shall apply **PROVIDED THAT** the Council has not already exercised nomination rights in respect of the 75% of the Dwellings
- 5.3 The Association shall notify the Council of any Rejection by a Nominee within 3 (three) Working Days of Rejection and shall invite the Council to make further nominations whereupon the preceding provisions of this clause (including this sub-clause) shall apply and in the event of a further Rejection the process shall be repeated until either a Nominee makes a Full Acceptance or until the expiration of the Nomination Period whichever shall occur first **PROVIDED THAT** where a Nominee is

nominated and accepts a Dwelling immediately before the expiry of the Nomination Period he shall not be precluded from taking a tenancy of the Dwelling by reason only of the fact that he is unable to sign a tenancy agreement within the Nomination Period and upon the expiry of the Nomination Period without Full Acceptance by a Nominee (subject to the above proviso) the Association shall be free to offer the Dwelling to someone other than a Nominee of the Council and the Council shall forego its nomination rights in respect of that Dwelling on that occasion but the Council's rights under this Deed in respect of any subsequent letting of such Dwelling/Dwellings shall apply **PROVIDED THAT** the Council has not already exercised nomination rights in respect of the 75% of the Dwellings; and

RELETS

6.1 The Association shall notify the Council of any vacancies arising in respect of the Dwellings within 5 Working Days of either an occupier of a Dwelling notifying the Association in writing of their intention to vacate the same or a Dwelling becoming vacate **PROVIDED THAT** the Council has not already exercised nomination rights in respect of 75% (seventy five percent) of the Dwellings

6.2 The Council agrees to provide to the Association within 5 (five) Working Days a list of the names and addresses of Nominees sufficient in number to fill the vacancies notified to the Council pursuant to clause 6.1 above

6.3 The Association shall notify the Council of any Rejection within 3 (three) Working Days and shall invite the Council to make further nominations whereupon the preceding provisions of this clause (including this sub-clause) shall apply and in the event of a further Rejection the process shall be repeated until either a Nominee makes a Full Acceptance or until the expiration of the Nomination Period whichever shall occur first

PROVIDED THAT where a Nominee accepts a Dwelling immediately before the expiry of the Nomination Period he shall not be precluded from taking a tenancy of the Dwelling by reason only of the fact that he is unable to sign a tenancy agreement within the Nomination Period and upon the expiry of the Nomination Period without Full Acceptance by a Nominee the Association shall be free to offer the Dwelling to someone other than a Nominee and the Council shall forego its nomination rights in respect of that Dwelling on that occasion only but its rights under this Deed in respect of future nominations in respect of any subsequent letting of such Dwelling/Dwellings shall apply **PROVIDED THAT** the Council has not already exercised nomination rights in respect of 75% of the Dwellings

EXEMPTIONS

7. The obligations contained in this Deed shall not apply to any of the following persons:

7.1 a person acquiring a Dwelling pursuant to a right to acquire or dispositive or mortgagee of that person or under a purchase grant scheme or right to buy or similar right conferred by statute or pursuant to guidance issued by the Housing Corporation or

7.2 any chargee whose power of sale has become exercisable in respect of the Land

and for the avoidance of doubt the obligations contained in this Deed shall cease to bind the Land once it is vested in any of the parties listed above

IN WITNESS whereof the Association and the Council have hereunto affixed their respective Common Seals to this Deed but not delivered under the day and year before first before written

The **COMMON SEAL** of)
[])
was affixed to this Deed but not delivered until the)
day and year first before written in the presence of)

Signature:

Full Name: Director/Company Secretary
(Delete as appropriate)

Signature:

Full Name: Director/Company Secretary
(Delete as appropriate)

The **COMMON SEAL** of)
STEVENAGE BOROUGH COUNCIL)
was hereunto affixed to this Deed but not)
delivered until the day and year first)
before written in the presence of)

Mayor.....
.....

Borough Solicitor

PART 2

Nominations Agreement for Shared Ownership Units

DATED

2005

□

- and -

STEVENAGE BOROUGH COUNCIL

NOMINATIONS AGREEMENT

for shared ownership units at

RIDGEMOND PARK STEVENAGE

THIS DEED OF AGREEMENT is made the

day of

2005

BETWEEN:

1. [] (Company Registration Number ["NUMBER"]) of [] (hereinafter called "the Association") of the one part and
2. **STEVENAGE BOROUGH COUNCIL** of Daneshill House Danestrete Stevenage Hertfordshire SG1 1HN (hereinafter called "the Council") of the other part

NOW THIS DEED WITNESSES as follows:

DEFINITIONS

1. In this Deed unless the context requires otherwise the following words and expressions shall have the following meanings:

"**Dwelling**" shall mean a dwelling erected or to be erected by the Association upon the Land for the purpose of sale under a shared ownership lease in accordance with the Association's rules

"**The Land**" shall mean the land at ~~Ridgemon Training Centre~~ Ridgemon Park Stevenage Hertfordshire SG2 0AU shown edged red on the plan ~~marked~~ annexed hereto

"Nomination Period" shall mean 20 Working Days from the date that the Council provides the Association with an initial list of Nominees for the Dwellings

"Nominee" shall mean a person nominated by the Council from the Housing Register maintained by the Council in compliance with Part VI of the Housing Act 1996 and in accordance with the Council's allocation policy and who is entitled to be nominated to a registered social landlord for the purpose of purchasing a Dwelling from the said landlord

"Purchaser" shall mean a person who is not a Nominee but is entitled to assistance to purchase their own home under the Association's rules

"Working Day" shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday or a statutory Bank Holiday

PRELIMINARY

2. The Association is in the course of constructing or will cause to be constructed 14 (fourteen) Dwellings upon the Land
3. This Deed is entered into pursuant to powers contained in section 2(4) of Local Government Act 2000 and section 111 of the Local Government Act 1972 section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 106 of the Town and Country Planning Act 1990 and all other enabling powers to the intent that it shall bind each and every part of the Land and the successors in title and assigns of the Association

4. The Council shall have the right to nominate persons in respect of 100% of the initial sales of the Dwellings which are ready and available for occupation before any sales by the Association **PROVIDED ALWAYS THAT:**

4.1 all persons nominated by the Council shall be persons who are entitled to assistance in purchasing their own house under the Association's Rules and the Association shall notify the Council of any substantial changes to its Rules

4.2 the Association shall consider those persons nominated by the Council and in deciding upon the suitability of a Nominee shall have regard to the number of proposed occupants their health their ability to meet rental and/or mortgage commitments their willingness to live in that particular locality and any special circumstances relating to pets abnormal hobbies or anti-social habits and in the event of approval not being given the Association shall immediately inform the Council of the reason for its decision which shall in no way be based on a person's sex race colour ethnic or national origin disability (except where the Dwelling to be sold would be unsuitable by reason of such disability) marital status sexual orientation nor upon the age of the Nominee or the age of members of the Nominee's family (save where the Dwelling to be sold either has been specially designated as suitable for young or elderly persons or vice versa)

NOTICE OF AVAILABILITY

5. The Association shall give the Council 3 (three) calendar months prior written notice of the proposed date for practical completion of any Dwelling/Dwellings

SALES

- 6.1. The Council hereby agrees to provide to the Association within 20 (twenty) Working Days of receiving the written notice referred to in clause 5 above a list of the names and addresses of suitable Nominees sufficient in number to purchase those Dwellings failing which or in the event of insufficient nominations being made the Association shall be free to sell the number of Dwellings for which nominations have not been received to a Purchaser and the Council shall forego its nomination rights in respect of such Dwellings
- 6.2 If subsequent to the provision of an initial list of Nominees by the Council as provided in clause 6.1 above the Council has been invited to make further nominations in respect of individual Dwellings but fails to do so within 10 (ten) Working Days of such invitation then the Association shall be free to sell such Dwellings to a Purchaser and the Council shall forego its nomination rights in respect of such Dwellings
- 6.3 The Association shall notify the Council of any rejection by a Nominee of a Dwelling within 3 (three) Working Days of the date of such rejection and shall invite the Council to make further nominations whereupon the preceding provisions of this clause (including this sub-clause) shall apply and in the event of all Nominees rejecting the Dwelling within the Nomination Period the Association shall be free to sell the Dwelling to a Purchaser and the Council shall forego its nomination rights in respect of that Dwelling
- 6.4 If a Nominee who has agreed to purchase a Dwelling has not exchanged contracts within 6 (six) weeks of receiving a draft contract (or has exchanged contracts conditionally and the conditions have not been

satisfied within 8 (eight) weeks of receiving a draft contract) for that Dwelling the Association shall be free to sell the Dwelling to a Purchaser and the Council shall forego its nomination rights in respect of such Dwelling

- 6.5 Where the Council has foregone its rights to nominate a Nominee for a Dwelling pursuant to the provisions of this Deed the Association agrees to continue to liaise with the Council and consider making Dwellings available for Nominees to purchase **PROVIDED THAT** for the avoidance of doubt the Association shall not be bound to sell any Dwelling to such Nominee(s)

EXCEPTIONS

7. The obligations contained in this Deed shall not apply to any of the following persons:

7.1 a lessee under a shared ownership lease who has staircased to 100% (one hundred percent) and/or taken a transfer of the freehold reversion of that lease or

7.2 any chargee whose power of sale has become exercisable in respect of the Land or an individual Dwelling

and for the avoidance of doubt the obligations contained in this Deed shall cease to bind the Land or Dwelling once it is vested in any of the parties listed above

IN WITNESS whereof the Association and the Council have hereunto affixed their respective Common Seals to this Deed but not delivered under the day and year before first before written

The **COMMON SEAL** of)
[])
was affixed to this Deed but not delivered until the)
day and year first before written in the presence of)

Signature:

Full Name: Director/Company Secretary
(Delete as appropriate)

Signature:

Full Name: Director/Company Secretary
(Delete as appropriate)

The **COMMON SEAL** of)
STEVENAGE BOROUGH COUNCIL)
was hereunto affixed to this Deed but not)
delivered until the day and year first)
before written in the presence of)

Mayor.....

Borough Solicitor

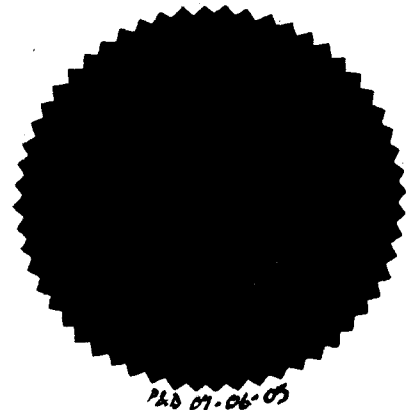
FIFTH SCHEDULE

Sports Changing Facility Planning Permission

Full planning permission under reference O5/00227/FP dated 4 July 2005 for the erection of a sports changing facility on the land adjoining the Land as more particularly delineated on Plan A edged blue and as more particularly set out in the application and accompanying plans and allocated reference 05/00227/FP

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed to this Deed but not delivered until the day and year first before written

The **COMMON SEAL** of)
STEVENAGE BOROUGH COUNCIL)
was hereunto affixed to this Deed but not)
delivered until the day and year first)
before written in the presence of)



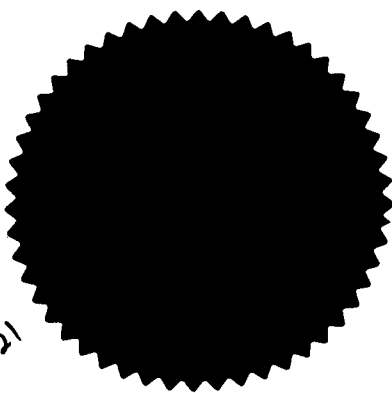
Signature: *K. Bridgeman*

Position: ~~Mayor~~ AUTHORIZED SIGNATORY

Signature: *Rabijin Singh*

Position: *Principal*
Borough Solicitor

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(The **COMMON SEAL** of
(HERTFORDSHIRE COUNTY COUNCIL
(was affixed to this Deed but not delivered
(until the day and year first before written in
(the presence of

Signature:

Full Name: **ANDREW L LAYCOCK**

Position: County Secretary/Assistant County Secretary
(Delete as appropriate)

(EXECUTED as a **DEED** but not delivered
(until the date hereof by **GENTECT**
(**RIDGEMOND PARK LLP** in the presence
(of:-

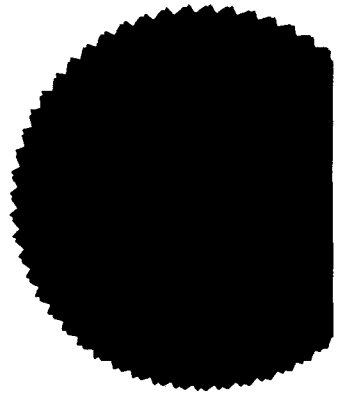
Signature: *Julie Williams* *DR Hill*

Full Name: *JULIE WILLIAMS* *DR HILL* Member

Signature: *David Levenson*

Full Name: *DAVID LEVENSON* Member

The **COMMON SEAL** of **PADDINGTON**)
CHURCHES HOUSING ASSOCIATION)
LIMITED was affixed to this Deed the day)
and year first before written in the presence)
of:-)



Signature:

[Handwritten signature of Roy Christie]

Full Name:

ROY CHRISTIE

Board Member

Signature:

[Handwritten signature of S. Orshad Covey]

Full Name:

S. ORSHAD COVEY

Secretary