

Dated:

2nd November

2023

**Deed of unilateral undertaking under section 106 of the
Town and Country Planning Act 1990 (as amended)**

BY

- (1) PENTLAND PROPERTIES LIMITED
- (2) MALCOLM JARVIS HOMES LIMITED
- (3) JARVIS LAND UK LIMITED
- (4) BRIGID LESLEY O'HANLON
- (5) JESSICA EMMA O'HANLON
- (6) HUGH FERRIDGE and JULIET ANN ALLISON and CAROLINE JANE FISHER
- (7) PENTLAND HOMES LIMITED
- (8) GEOFFREY EDWARD NELSON HOMEWOOD
- (9) RICHARD JAMES HOMEWOOD

IN FAVOUR OF

- (10) ASHFORD BOROUGH COUNCIL
- (11) THE KENT COUNTY COUNCIL

relating to land at Pound Lane Magpie Hall Rd Bond Lane and Ashford Road Kingsnorth Kent

Planning Application Number: 15/00856/AS

Appeal reference APP/3320146

THIS DEED OF UNILATERAL UNDERTAKING

IS DATED THE 2nd DAY OF NOVEMBER 2023

AND IS MADE BY:

- (1) **PENTLAND PROPERTIES LIMITED** (company registration number 6304626) whose registered office address is Etchinghill Golf Club Etchinghill Folkestone Kent CT18 8FA ("**the First Freeholder**"); and
- (2) **MALCOLM JARVIS HOMES LIMITED** (company registration number 4470416) whose registered office address is Great Chilmington Farmhouse Great Chart Ashford Kent TN23 3DP ("**the Second Freeholder**" and the "**Second Appellant**"); and
- (3) **JARVIS LAND UK LIMITED** (company registration number 5458665) whose registered office address is Great Chilmington Farmhouse Chilmington Green Great Chart Ashford Kent TN23 3DP ("**the Third Freeholder**"); and
- (4) **BRIGID LESLEY O'HANLON** of 8 St James Terrace Clonskea Road Dublin Ireland and **JESSICA EMMA O'HANLON** of 5 Dover Mansions Canterbury Crescent London SW9 7QF ("**Mortgagee**");
- (5) **HUGH FERRIDGE** and **JULIET ANN ALLISON** and **CAROLINE JANE FISHER** all of Cold Comfort Magpie Hall Road Stubbs Cross Ashford Kent TN26 1HE ("**the Fourth Freeholder**"); and
- (6) **GEOFFREY EDWARD NELSON HOMEWOOD** of Bond Farm Bond Lane Kingsnorth Ashford Kent TN23 3ES ("**the Fifth Freeholder**"); and
- (7) **RICHARD JAMES HOMEWOOD** of Bond Farm Bond Lane Kingsnorth Ashford Kent TN23 3ES ("**the Sixth Freeholder**");

Together all parties above save for the Mortgagee are hereinafter collectively referred to as "the Owner"; and

- (8) **PENTLAND HOMES LIMITED** (company registration number 01031651) whose registered office address is The Estate Office Canterbury Road Etchinghill Folkestone Kent Ct18 8FA ("**First Appellant**"); and

IN FAVOUR OF:

- (9) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("**the Council**"); and

- (10) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ ("the County Council" and the "Lead Local Flood Authority")

INTRODUCTION

- (A) The First Freeholder the Second Freeholder and the Third Freeholder are registered at the HM Land Registry under title number K863005 as the joint registered proprietor of the freehold title to Land A subject to a charge dated 14 May 2004 in favour of the Mortgagee
- (B) The Fourth Freeholder is registered at the HM Land Registry under title number TT20109 as the registered proprietor of the freehold title to Land B subject to an option to purchase dated 7 January 2015 to the First Appellant
- (C) The Fifth Freeholder and the Sixth Freeholder are registered at the HM Land Registry under title numbers K257694 and K323438 and K333014 as the joint registered proprietors of the freehold titles to Land C and Land D and Land E each subject to an option to purchase dated 20 September 2000 to the First Appellant
- (D) The Fifth Freeholder is registered at the HM Land Registry under title number K350454 as the registered proprietor of the freehold title to Land F subject to an option to purchase dated 20 September 2000 to the First Appellant
- (E) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated. The Council is not involved in and neither assents to nor dissents from the provisions of Schedules 12 (Primary School Contribution) 13 (Secondary School Contribution) and 23 (Waste Contribution) which provisions and anything implied in or by them are not enforceable by or against the Council and do not bind or commit the Council in any way.
- (F) The County Council is a local planning authority the local highway authority the education authority the library authority the traffic authority, the waste disposal authority and the authority responsible for the provision of youth services and social services for the area in which the Site is situated.
- (G) The First Appellant and the Second Appellant submitted the Planning Application for the Development to the Council and the First Appellant and the Second Appellant have lodged an appeal under reference APP/3320146 against the non-determination of the Planning Application which is set to be heard by the Planning Inspectorate under the inquiry procedure ("the Appeal")

- (H) The Council has made clear that it considers it expedient in the interests of the proper planning of its area and having regard to the development plan and all other material considerations that provisions should be made for regulating or facilitating the Development using planning obligations pursuant to s106 of the Act in the event that the First Appellant/Second Appellants' Appeal is upheld.
- (I) The parties have accordingly agreed to enter into this deed of unilateral undertaking to secure the planning obligations contained in this deed with the intention that the obligations should be binding not only upon the parties but also upon their successors in title and any person claiming or deriving title through or under or in trust for them as otherwise specified in this deed in the event that the Appeal is upheld and subject to the Inspector's written conclusions in respect of the application of the Strike Out Clause. This deed of unilateral undertaking cannot impose any obligations upon the Council or the County Council.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

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

the Act	the Town and Country Planning Act 1990
Commencement of Development	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) but excluding any site survey works, site investigations, site compound, archaeological investigations, site clearance, temporary access construction works, the temporary display of site notices or advertisements or the erection of any temporary means of enclosure, hoardings or fences and the laying of services and marking out of internal roads (and the phrase " Commence the Development " shall be construed accordingly)

Development	the outline proposal for up to 550 dwellings in a mix of size, type and tenure. Provision of local recycling facilities. Provision of areas of formal and informal open space. Installation of utilities infrastructure to serve the development including flood attenuation, surface water attenuation, water supply, waste water facilities, gas supply, electricity supply (including sub-station, telecommunications infrastructure and renewal energy). Transport infrastructure including highway improvements in the vicinity of Ashford Road/Magpie Hall Road/Steeds Lane junction, new junctions on Ashford Road, Steeds Lane, Pound Lane and Bond Lane, plus an internal network of roads and junctions, footpaths and cycle routes. New planting and landscaping both within the proposed development and on its boundaries as well as ecological enhancement/mitigation works. Associated ground works – carried out pursuant to the Outline Permission in accordance with the Planning Application or any variation under section 73 of the Act or any non-material modification under section 96A of the Act and all Reserved Matter approvals
Dwelling	one of the five hundred and fifty (550) dwellings approved by a Reserved Matters approval to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition) including Serviced Plots and Dwellings shall be construed accordingly
Inspector	the inspector appointed by the Secretary of State to determine the Appeal
Interest	interest at a rate equal to four percentage (4%) points per annum above the Bank of England base rate from time to time
Land A	the part of the Site known as part of Pound Farm Kingsnorth Ashford the freehold to which is registered at the HM Land Registry under title K863005 and shown as Parcel 5 on the s106 Plan at appendix 1
Land B	the part of the Site known as land on the west side of Ashford Road Kingsnorth Ashford the freehold to which is

	registered at the land registry under title TT20109 and shown as Parcel 6 on the s106 Plan at appendix 1
Land C	the part of the Site known as land adjoining Taylor Farm Bond Lane Kingsnorth Ashford TN23 3ES the freehold to which is registered at the HM Land Registry under title K257694 and shown as Parcel 1 on the s106 Plan at appendix 1
Land D	the part of the Site known as Bond Farm Bond Lane Kingsnorth Ashford TN23 3ES the freehold to which is registered at the HM Land Registry under title K323438 and shown as Parcel 2 on the s106 Plan at appendix 1
Land E	the part of the Site known as land on the north west side of Bond Lane Kingsnorth Ashford the freehold to which is registered at the HM Land Registry under title K333014 and shown as Parcel 3 on the s106 Plan at appendix 1
Land F	the part of the Site known as land on the north side of Steeds Lane Kingsnorth Ashford the freehold to which is registered at the HM Land Registry under title K350454 and shown as Parcel 4 on the s106 Plan at appendix 1
Occupy	to first occupy or permit the first occupation of a Dwelling or building forming part of the Development for any purpose but not including occupation by personnel engaged in construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes nor occupation in relation to site and building security operations and "Occupation" "Occupier" and "Occupied" shall be construed accordingly
Owner	the First Freeholder the Second Freeholder the Third Freeholder the Fourth Freeholder the Fifth Freeholder and the Sixth Freeholder for the time being
Parish Council	Kingsnorth Parish Council Kingsnorth Recreation Centre Field View Ashford TN23 3NZ
Phase	a phase of the Development as comprised in a Reserved Matters approval

Planning Application	the application for planning permission for the Development submitted to the Council by the First Appellant and the Second Appellant and given reference number 15/00856/AS
Planning Permission	the outline planning permission subject to conditions to be granted by the Secretary of State (or the Inspector) pursuant to the Appeal ("Outline Permission") (in the event that the First Appellant/Second Appellants' Appeal is upheld) or any variations of that permission under section 73 of the Act
Reserved Matters	the matters reserved for the approval of the Council under the Planning Permission and "Reserved Matter" shall be construed accordingly
Secretary of State	the Secretary of State for Levelling Up, Housing and Communities or any other minister of authority for the time being entitled to exercise the powers given for the Appeal
Section 106 Monitoring Officer	the Council's Section 106 compliance officer for the time being or duly appointed agent
Site	the land known as land at Pound Lane Magpie Hall Road Bond Lane and Ashford Road Kingsnorth Kent shown edged red on the s106 Plan at appendix 1
s106 Plan	the plan at appendix 1
Substantial Implementation	the point at which construction of the Development or a Phase or area reaches above foundation level – the 'Golden Brick' stage and the phrase "Substantially Implement" shall be construed accordingly
Working Day	any day which is not a Saturday, Sunday, the period 24 th December to 1 st January, Good Friday or a statutory bank holiday in England

1.2 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.

1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed.

- 1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.7 Save as is otherwise provided, references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation not to assist, facilitate, encourage, cause, permit or suffer any infringement of the negative requirement, restriction or prohibition.
- 1.9 Any reference to a statute shall include any modification, extension or re-enactment of that statute for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

2. Legal Basis and Enforceability

- 2.1 This deed may be registered as a local land charge against the Site and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers.
- 2.2 The terms of this deed create planning obligations binding on the Owner and the Mortgagee for the purpose of section 106 of the Act and are enforceable by the Council and by the County Council (as appropriate and as set out in the schedules to this deed) as local planning authorities
- 2.3 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or their mortgagee except as otherwise may be provided in the schedules to this deed **SAVE THAT** subsequent owners of Discounted Market Sales Housing shall be bound by Schedule 3 Part 1 paragraphs 5.1-5.12
- 2.4 this Deed shall not be enforceable against any Registered Provider or their mortgagee, chargee or receiver save in respect of the obligations in the Third Schedule Part 1 which for the avoidance of doubt will bind the Registered Provider
- 2.5 The obligations save for the covenants, obligations and restrictions in schedule 21 contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person in respect of any part of the Site or any

interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

2.6 The undertakings covenants and obligations on the part of the Owner in this deed shall apply and be enforceable by the Council or the County Council in accordance with the decision letter issued by the Inspector of the Secretary of State (including any approved revisions to any part of this deed set out in the decision letter issued by the Inspector or the Secretary of State pursuant to the Strike Out Clause).

2.7 The Owner agrees that the tests set out in Regulation 122 of the Community Infrastructure Regulations 2010 are met in relation to the County Council contributions secured in this Deed. The Inspector shall have the right to confirm in his decision letter whether any obligation of this Deed shall be disapplied. This shall be referred to as the "**Strike Out Clause**". Any particular undertakings, covenants or obligations determined by the Inspector or the Secretary of State to be unnecessary or to otherwise fail to meet all of the statutory tests set out in regulation 122 of the Community Infrastructure Regulations 2010 shall not be enforceable by the Council or the County Council and shall not affect the lawfulness of the balance of the covenants and obligations in the deed which shall continue to be enforceable. The Inspector is requested to determine:

2.7.1 at Schedule 1 whether any Quality Monitoring Fees should be payable

2.7.2 at Schedule 3 Part 1 clause 7 whether Option A or Option B should be the requirement for Self/Custom Build Housing to be delivered at the Development

2.7.3 at Schedule 3 Part 2 whether there should be any requirement for a Viability Review

3. Third Parties

Nothing in this deed shall create any rights in favour of any person or body pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. Owner's covenants

The Owner undertakes in favour of the Council and the County Council as set out in the schedules to this deed subject to the Strike Out Clause.

5. Confirmation of interests

- 5.1 The Owner confirms and warrants to the Council and the County Council that apart from the parties to this deed there are no other persons with any interest (legal or equitable) in the Site or any part thereof including any leasehold interest other than as set out in the recitals to this deed. The Site contains unregistered land of unknown ownership as shown in green on the s106 Plan at Appendix 1 but this is believed to be an anomaly of registration as the physical character of the area in question is a ditch and it is believed that the Land A and Land B owners have the right to seek first registration of this land in their favour and that therefore all relevant parties with an interest in the Site have signed this Deed.

6. Conditions precedent

- 6.1 This deed is conditional upon:

6.1.1 the grant of the Outline Permission, and

6.1.2 the Commencement of Development

save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development or which shall come into effect immediately upon completion of this deed and for the avoidance of doubt it shall be allowable to refer any matter to Dispute Resolution in accordance with Clause 17 prior to the Commencement of Development

7. Duration

- 7.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Outline Permission is quashed and refused upon redetermination, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development pursuant to the Planning Permission (irrespective of non-compliance with any conditions of the Planning Permission).
- 7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with its entire interest in the Site or its

interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

8. Other planning permissions

- 8.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.
- 8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

9. Change of Ownership

The Owner undertakes to the Council and to the County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan provided that this shall not apply in respect of the sale of individual Dwellings.

10. Notices

- 10.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 10.2 A notice or communication shall be served or given:
- 10.2.1 on the/an Owner at the address shown on the top of this deed or such other address as shall be notified in writing to the Council and the County Council from time to time, and
- 10.2.2 on the First Appellant/Second Appellant at its registered office from time to time or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of the Company Secretary

10.2.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

10.2.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time, marked for the attention of the Office of the General Counsel quoting reference KEN002:001282 with copy to developer.contributions@kent.gov.uk.

11. Approvals

Any approval in writing given by the Council or the County Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)

12. Jurisdiction and legal effect

- 12.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed.
- 12.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 12.3 The Owner undertakes that no waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 12.4 The Owner undertakes with the County Council that no waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 12.5 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council or the County Council both as the local planning authorities and in the exercise of the functions rights powers duties and obligations of the Council or the County Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the Council were not party to this deed.

- 12.6 Nothing contained or implied in this deed shall in any way prejudice or exclude the exercise by an undertaker of any of its statutory or common law rights and powers arising otherwise than by virtue of this deed
- 12.7 Nothing in this deed shall imply any obligation on the part of an Expert the Council the County Council or an undertaker to the Owner, the First Appellant and the Second Appellant

13. Interest and VAT

- 13.1 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment.
- 13.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

14. Legal Fees

On completion of this deed the First Appellant and the Second Appellant undertake to pay to the Council and the County Council contributions to their reasonable legal costs related to this deed in the sums of up to £20,000 and £8,420 respectively (no VAT).

15. Position of mortgagees

- 15.1 Any person or body that acquires the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 15.2 The Mortgagee enters this deed for the purpose of consenting to Land A being bound by the obligations of this deed and shall have no liability under this deed unless it takes possession of Land A or part thereof or appoints a receiver in relation to the same in which case it too will be bound by the obligations as if it were a person deriving title from the First Freeholder, the Second Freeholder and the Third Freeholder.

16. Forward-Funding and Repayment

If the Council or the County Council forward-funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third

party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Council or the County Council for the purpose for which the forward-funding was expended.

17. Dispute Resolution

- 17.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed including in the event of any refusal of an approval or certificate required pursuant to this Deed or in the event of a delay of more than 20 Working Days in providing such approval following written submission of a request for such approval such dispute or difference or refusal or delay may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error ("the Expert").
- 17.2 In the absence of agreement as to the appointment or suitability of the Expert or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error
- 17.3 Any Expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 17.4 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

Schedule 1 Notices and Monitoring

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Commencement Notice	a notice of the Owner's intention to Commence the Development on a specified date no earlier than four (4) weeks and no later than six (6) weeks after the date of service of the notice
Index	the All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation
Monitoring Fee	the sum of five hundred pounds (£500) to be applied towards monitoring and reporting upon compliance with the provisions of this deed
Quality Monitoring Fee	<p>the sum calculated by multiplying the number of Dwellings (including Serviced Plots) by ninety pounds (£90) per house and forty-five pounds (£45) per flat</p> <p>to ensure that the approach to design quality is delivered on Site in accordance with the details approved as part of the Planning Permission, including any subsequent details approved pursuant to any conditions related to the Planning Permission</p>

2. Owner's covenants

The Owner undertakes in favour of the Council and the County Council as follows:

Progress of the Development

- 2.1. The Owner will serve the Commencement Notice on the Council and the County Council prior to the Commencement of Development
- 2.2. The Owner will not unless otherwise agreed in writing by the Council Commence the Development before the Commencement Notice is served on the Council and the County Council and the date specified in the Commencement Notice has arrived
- 2.3. The Owner will give the Council and the County Council notice in writing of:
 - 2.3.1. the date of Commencement of Development in a Phase of the Development
 - 2.3.2. the date of first occupation of the Development/Phase
 - 2.3.3. the date of first Occupation of twenty five percent (25%) of the Dwellings
 - 2.3.4. the date of first Occupation of thirty three percent (33%) of the Dwellings
 - 2.3.5. the date of first Occupation of fifty percent (50%) of the Dwellings
 - 2.3.6. of the date of first Occupation of seventy five percent (75%) of the Dwellings
 - 2.3.7. of the date of first Occupation of one hundred percent (100%) of the Dwellings
 - 2.3.8. the date of first Occupation of the one hundredth (100th) Dwelling
 - 2.3.9. the date of first Occupation of the two hundredth (200th) Dwelling
 - 2.3.10. the date of first Occupation of seventy five percent (75%) of Open Market Dwellings in a Phase
 - 2.3.11. the date of first Occupation of seventy five percent (75%) of Dwellings in a Phase
 - 2.3.12. the date of intended Commencement of Development in respect of the SUDS and the waste water treatment works and the foul sewerage system

- 2.4. The Owner shall give the notices specified in 2.3.1 to 2.3.12 no later than within ten (10) Working Days of the date of the event specified in 2.3.1 to 2.3.12
- 2.5. **Monitoring Fee** To pay the Quality Monitoring Fee to the Council in the following instalments:
- 2.5.1 twenty five percent (25%) of the Quality Monitoring Fee upon the Commencement of Development and
- 2.5.2 the balance of the Quality Monitoring Fee in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.6 not to Commence the Development until the payment referred to in paragraph 2.5.1 has been paid in full to the Council
- 2.7 not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.8 Not to Commence any Phase of the Development until it has paid the Monitoring Fee for that Phase as approved by the relevant Reserved Matter/s approval in full to the Council.
- 2.9 to pay the Monitoring Fee for the Phase as approved by the relevant Reserved Matter/s approval in full to the Council prior to the Commencement of that Phase of the Development
- 2.10 to pay a further Monitoring Fee on each anniversary of the date of the Commencement of the Phase of the Development to the date of the first anniversary after that Phase of the Development is completed in full as approved by the relevant Reserved Matter/s approval
- 2.11 The Monitoring Fees and Quality Monitoring Fees due and payable shall be increased using the following formula:

$$\begin{array}{l} \text{most recently published index} \\ \text{(figure for Index when the} \\ \text{payment is due)} \end{array} \div \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{Index before 5}^{\text{th}} \text{ July} \\ \text{2023} \end{array} \times \begin{array}{l} \text{Monitoring} \\ \text{Fee/Quality} \\ \text{Monitoring} \\ \text{Fee} \end{array}$$

Schedule 2 Adult Social Care Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Adult Social Care	Assistive technology systems and home adaptation equipment within the Development and specialist care accommodation, adapting community facilities, sensory facilities and Changing Places provision in the Council's administrative area
Adult Social Care Contribution	the sum calculated by multiplying the number of Dwellings by one hundred and forty six pounds and eighty eight pence (£146.88) to be applied towards the provision of Adult Social Care
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as follows:

2.1. The Owner shall pay the Adult Social Care Contribution to the Council in the following instalments:

2.1.1. Fifty percent (50%) of the Adult Social Care Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and

2.1.2. the balance of the Adult Social Care Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings

- 2.2. The Owner shall not Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. The Owner shall not Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. The Adult Social Care Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 shall be index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on the conditions that:
- 3.1 in the event that the Adult Social Care Contribution (or portion as appropriate) has been paid in full to the Council it will pass or commit to pass the Adult Social Care Contribution to the County Council in full
- 3.2 in the event that the Adult Social Care Contribution paid under paragraph 2.1 of this schedule 2 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Adult Social Care Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Adult Social Care Contribution (or portion as appropriate)

**Schedule 3, Part 1: Affordable Housing, Accessible and Adaptable Dwellings,
Self/Custom Build Housing**

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Accessible and Adaptable Standard	as a category 2 – accessible and adaptable dwelling 'M4(2)' as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to meet the needs of occupants with differing needs including some older or disabled people or to allow for the future adaptation of an Accessible and Adaptable Dwelling to meet the changing needs of occupants over time
Affordable Housing Land	those parts of the Site to be identified and shown edged red on the Accessible and Adaptable and Affordable Housing Plan which shall be set aside for the Affordable Rent Units and the Intermediate Units together with such rights and easements over the Site to provide access to the Affordable Rent Units and the Intermediate Units and such entrance ways corridors parking and storage areas and other ancillary areas as are necessary for their enjoyment and to be agreed under paragraph 2.1 of this schedule
Accessible and Adaptable and Affordable Housing Plan	the accessible and adaptable and affordable housing plan to be agreed under paragraph 2.1 of this schedule
Affordable Housing Scheme	the scheme detailing the plot numbers the tenure the type the number of bedrooms the size of the bedrooms and the floorspace of the Affordable Rent Units and Intermediate Units to be agreed under paragraph 2.2 of this schedule and which will require a 6 month priority period for the Intermediate Units to be delivered as Shared Ownership Units and a cascade mechanism of steps to be followed IF a contract cannot be secured with a Registered Provider in accordance with paragraph 6.1 and 6.2 of this schedule

Affordable Rent Units	the Dwellings identified as affordable rent units in the Affordable Housing Scheme and on the Accessible and Adaptable and Affordable Housing Plan being rented housing owned and managed by a Registered Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime but is subject to other rent controls that require it to be offered to persons at a rent linked to the local housing allowance for the area and let in line with the Council's Housing Allocations Policy (including service charges where appropriate)
Design Brief	an assessment of the design parameters within which a self or custom build property will need to adhere to in each Serviced Plot, taking into account the form and scale of Development proposed as part of the Planning Application
Designated Protected Area	the Parish Council area protected by regulation 7 and schedule 11, Part 5 – Kent of the Housing (Right to Enfranchise)(Designated Protected Area) (England) Order 2009
Discounted Price	means at least 20% (twenty per cent) below local open market value.
Discounted Market Sales Housing	means housing sold at the Discounted Price in perpetuity where eligibility is determined with regard to local incomes and local house prices and where provisions are in place to ensure that the housing remains at a discount for future eligible households.
Eligibility Criteria	<p>means criteria which are met in respect of the purchase of a Discounted Market Sales Housing Unit if:</p> <p>The purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap; and</p> <p>The purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria.</p>
Income Cap	means eighty thousand pounds (£80,000) increased by an amount equivalent to the increase in the Retail Price Index (RPI) as published by the Office for National Statistics from the date of this Deed or such other sum as may be agreed with the Council from time to time following a review of the threshold.

Intermediate Units	the units identified in the Affordable Housing Scheme and on the Affordable Housing Plan being housing for sale to persons whose needs are not met by the market and which complies with the definitions contained in Annex 2 of the National Planning Policy Framework and includes Shared Ownership Units and any other forms of affordable home ownership including Discounted Market Sales Housing
Local Connection Criteria	<p>means criteria which are met by a person who satisfies one or more of the below:</p> <ul style="list-style-type: none"> (a) currently lives within the Borough of Ashford; (b) currently works within the Borough of Ashford; (c) was previously a resident in the Borough of Ashford and has close family members currently residing in the Borough of Ashford; (d) needs to live in the Borough of Ashford to give or receive essential support to or from a family member who lives there; or (e) such other local connection criteria as may be agreed in writing by the Council from time to time.
Marketing Strategy	<p>the marketing strategy related to the Serviced Plots including:</p> <ul style="list-style-type: none"> (a) the location of the Serviced Plots within the first Phase (b) the timing of when the Serviced Plots will be available for purchase (c) the design parameters which apply to each Serviced Plot, as stipulated in the Design Brief (d) evidence that the Serviced Plots will be available for purchase at a reasonable cost to encourage the delivery of Self-Build and Custom Build Dwellings (such reasonable cost will be evidenced by two independent valuations of the arms' length open market value of the Serviced Plots and such valuations shall include (but not be limited to) the infrastructure costs (including the cost of complying with this deed) incurred or to be incurred by the Owner in providing the Serviced Plots)

	<p>(e) the broad terms of sale for the Serviced Plots which shall include contractual provision that the electricity gas telecommunications water and waste water infrastructure and connections suitable for the provision of the Serviced Plots are provided prior to legal completion of each Serviced Plot with suitable guidance to potential purchasers and an indication as to what arrangements will be needed between the parties to ensure the timely transfer of the Serviced Plots taking into account any self-contained areas in which the Serviced Plots are situated and relevant health and safety requirements</p> <p>(f) the methodology to support the proposed marketing strategy for the Serviced Plots including the publications, websites or spaces that will be used to advertise the Serviced Plots</p> <p>(g) evidence of soft testing of the marketing strategy for the Serviced Plots</p>
Open Market Dwellings	all those Dwellings permitted under the Planning Permission excluding the Affordable Rent Units and the Intermediate Units and any Self Build and Custom Housebuilding units or Serviced Plots
Practical Completion	the issue of a CML certificate of practical completion by the building warranty provider and "Practically Complete/d" shall be construed accordingly
Reasonably Commercial Terms	<p>in accordance with assessed viability assumptions about the value of Affordable Rent Units and Shared Ownership Units for this Development which assumes that they will be sold to a Registered Provider at</p> <p>Affordable Rent Units £182.50 per square foot</p> <p>Shared Ownership Units £255.50 per square foot</p> <p>for Affordable Rent Units these values are to be linked to the movement in local housing authority rents in Ashford between the date of this deed and the date of the Viability Review</p> <p>for Shared Ownership Units these values are to be index linked using the all property Land Registry House Prices Index for Ashford, Kent</p>
Registered Provider of Social Housing	a provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council and Registered Provider shall be construed accordingly

Regulator of Social Housing	the body known as the Regulator of Social Housing whose registered office is Level 1A – City Tower Piccadilly Plaza Manchester M1 4BT or any successor body
Self-Build & Custom Build Housing	building by an individual or association of individuals or persons working with or for individuals or associations of individuals to build or complete houses to be occupied as homes by those individuals and 'Self-Build & Custom Build House Builder' shall be construed accordingly
Serviced Plot	a plot on the Serviced Plot Land which in the opinion of the Council can be provided with access to a public highway and connections to electricity, water and waste water within the duration of the Planning Permission granted for the Development, and which on the date of legal completion of the disposal of the said plot to a Self Build & Custom Build House Builder will have electricity gas telecommunications water and waste water infrastructure and connection suitable for Self-Build & Custom Build Housing
Serviced Plot Land	the part/s of the Site in the first Phase as identified in the Marketing Strategy to secure Self Build & Custom Build Housing
Shared Ownership Lease	a lease in the form or substantially in the form of the Homes and Community Agency's (or successor to its statutory function) Model lease from time to time or such other form as shall be approved in writing by the Council
Shared Ownership Units	the Intermediate units identified as shared ownership units (if any) in the Affordable Housing Scheme and on the Affordable Housing Plan

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

Provision of Accessible and Adaptable and Affordable Housing

- 2.1. To submit the Affordable Housing Scheme, Accessible and Adaptable and Affordable Housing Plan for each Phase with the Reserved Matters application for the Phase
- 2.2. To provide not less than ten percent (10%) of all Dwellings (rounded up) as affordable housing with forty percent (40%) of that provision being Affordable Rent Units, and sixty percent (60%) of that provision being Intermediate Units within each Phase of the Development in accordance with the approved

Affordable Housing Scheme provided that provision may be adjusted up or down within each Phase in order to achieve 10% provision overall across the Development and provided that the Affordable Housing Scheme will contemplate changes to tenure types and offsite provision alternatives as part of a cascade mechanism.

- 2.3. To provide not less than 20% of all Dwellings (rounded up) to the Accessible and Adaptable Standard within each Phase
- 2.4. Not to Commence the Development on a Phase unless and until the Owner has obtained the Council's approval in writing for the Affordable Housing Scheme and the Accessible and Adaptable and Affordable Housing Adapted Plan for that Phase. The Council has the opportunity to comment on or approve the Affordable Housing Scheme and the Accessible and Adaptable and Affordable Housing Adapted Plan for that Phase for a period of 20 Working Days before any such approval can be requested to be provided by the Expert as part of the Dispute Resolution procedure in Clause 17 of this deed.
- 2.5 not to Occupy or permit the Occupation of any Dwelling in a Phase until all of the Dwellings approved for delivery to the Accessible and Adaptable Standard in that Phase have achieved Practical Completion and have been made ready for residential Occupation
- 2.6 not to Occupy or permit the Occupation of more than seventy five percent (75%) of any Open Market Dwellings in a Phase until:
 - 2.6.1 All of the Affordable Rent Units and Intermediate Units have achieved Practical Completion and have been made ready for residential Occupation and a National Home Building Council certificate (or equivalent acceptable to the Council) has been issued for them; and
 - 2.6.2 the freehold of the Affordable Housing Land within that Phase has been offered in writing to be transferred to a Registered Provider of Social Housing (in the case of flats a Long Lease may be granted instead if the Registered Provider of Social Housing agrees) or to a purchaser meeting the Eligibility Criteria

3. Affordable Rent Units

The Owner covenants as follows:

- 3.1. Not to Occupy or permit the Occupation of any Affordable Rent Unit other than

- 3.1.1. by a tenant of a Registered Provider of Social Housing and
- 3.1.2. at a rent (including service charges, if applicable) which in total is no more than eighty percent (80%) of the local market rent
- 3.2. Not to let or permit the letting of any Affordable Rent Unit other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing.

4. Shared Ownership Units

The Owner covenants as follows:

- 4.1. Not to Occupy or permit the Occupation of any Shared Ownership Unit other than:-
 - 4.1.1. by a leaseholder of a Registered Provider of Social Housing; and
 - 4.1.2. under a Shared Ownership Lease which includes the following terms:
 - 4.1.2.1. initial purchase in the range of ten percent to seventy five percent (10%-75%) equity dependent upon the ability of the purchaser/s to obtain finance;
 - 4.1.2.2. rent for the outstanding equity at an average over all the Shared Ownership Units taken together of two point seven five percent (2.75%) (but with a maximum for any individual Shared Ownership Unit of three percent (3%)) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes;
 - 4.1.2.3. the ability but no obligation to purchase additional shares of equity at any one time at a valuation to be independently determined up to one hundred percent (100%)
- 4.2. Where a Shared Ownership Unit is full or part grant funded affordable housing to procure that the prior written approval by the Homes and Communities Agency and or Homes England (as appropriate) is secured by the Registered Provider of Social Housing to waive any Designated Protected Area grant condition/s applicable to the Affordable Housing Land within the Development

- 4.3. Not to lease any Shared Ownership Unit unless it has first been marketed through the local "Help to Buy" agent (or the agent for any successor arrangement).

5. Discounted Market Sales Housing

The Owner covenants as follows:

- 5.1 The Owner shall only sell a Discounted Market Sales Housing Unit to a person meeting the Eligibility Criteria. In order that the future ownership and selling price of the Discounted Market Sales Housing Units shall be controlled so as to ensure that the Discounted Market Sales Housing Units remain as such in perpetuity, the Owner shall include within the first transfer or lease of each Discounted Market Sales Housing Unit a covenant requiring that all subsequent sales and purchases of the Discounted Market Sales Housing Units shall be at the Discounted Price and further that the Owner shall also include within the transfer or lease of each such unit an application for a restriction on the Proprietorship Register of the title as set out in paragraph 5.3 below:
- 5.2 Each transfer of the freehold or long leasehold interest of each Discounted Market Sales Housing Unit from time to time shall contain an application to the Chief Land Registrar to place the following restriction (or a different restriction as the Council and Owner may agree in writing) in the 'Proprietorship Register' of the title to the Discounted Market Sales Housing Unit (or in such other form as the Chief Land Registrar shall deem appropriate):
- 5.3 *"Except under an order of the Registrar no transfer or lease of the land is to be registered unless the application for registration shall be accompanied by a certificate from the solicitor of or acting for the Council confirming that the disposition either complies with the provisions of Schedule 3 Part 1 to the section 106 agreement dated [the date of this deed] or that those provisions do not apply to the disposition"*
- 5.4 Prior to the subsequent disposal of any Discounted Market Sales Housing Unit the Owner for the time being shall submit for the Council's approval in writing evidence to demonstrate that the prospective purchaser of the relevant Discounted Market Sales Housing Unit meets the Eligibility Criteria AND that

the prospective purchaser intends to occupy the Discounted Market Sales Housing Unit as their principal residence PROVIDED THAT if after a period of twenty (20) Working Days following the submission of such evidence the Council has not confirmed its approval of the same then the Council's approval shall be deemed to have been give under this paragraph.

- 5.5 If after a period of six (6) months of continuous marketing of any Discounted Market Sales Housing Unit the Owner for the time being has been unable to identify a prospective purchaser meeting the Local Connection Criteria THEN the relevant Discounted Market Sales Housing Unit may be sold to a purchaser who meets only the Income Cap element of the Eligibility Criteria.
- 5.6 Prior to the subsequent disposal of any Discounted Market Sales Housing Unit by the Owner for the time being, the open market value shall be determined and agreed as follows:
 - 5.7 the Owner for the time being shall obtain written open market valuations from two (2) local estate agents of the open market value of the Discounted Market Sales Housing Unit that is being disposed of and the open market value shall be the average of the open market valuations provided by the two (2) estate agents;
 - 5.8 the Owner for the time being shall provide the two (2) written open market valuations to the Council and the Council shall have the right to make reasonable objections to the open market valuations within 28 (twenty-eight) days of receipt of the valuations in accordance with the provisions below (and for the avoidance of any doubt, if it does not object within such period then the open market value shall be deemed to be the average of the two (2) valuations obtained by the Owner for the time being; and
 - 5.9 If the Council objects to the open market value as evidenced by two (2) written open market valuations then the Council may state in writing the reason(s) why it objects and the Owner for the time being and the Council may endeavour to agree the open market value but at any time the Owner for the time being or the Council may require, by written notice served upon the other, the open

market value to be determined by a valuer appointed pursuant to the provisions below (the “**Valuer**”)

5.10 The Valuer shall be appointed by agreement between the parties or in default of agreement by the President of the Royal Institution of Chartered Surveyors (the “**President**”) (or his duly appointed deputy) on application of either party.

5.11 In determining the open market value the Valuer shall:

5.11.1 act as an expert and not as an arbitrator and shall so far as is practicable issue his decision within 28 (twenty eight) days of the matter being referred to him;

5.11.2 require, receive and consider all representations submitted to him and shall invite and consider any counter representation and shall issue a reasoned decision; and

5.11.3 the fees of the Valuer and the President shall be paid equally by the parties referring the matter to the Valuer or to the President, as the case may be and the Valuer’s decision shall be binding on the parties

5.12 The Owner covenants in favour of the Council subject to the provisions of this Schedule that the Discounted Market Sales Housing Units shall both on initial disposals and any subsequent disposals only be disposed of at the Discounted Price.

6 Cascade Mechanism and approvals

The obligations in this schedule are subject to the following:

6.1 The Owner shall use reasonable endeavours to tender the Affordable Rent Units for an initial period of 6 months as Affordable Rent Units. In the event that the Owner is unable to contract with a Registered Provider upon at least Reasonably Commercial Terms in respect of an Affordable Rent Unit upon providing written evidence to the Council the Owner shall be able to dispose of that Affordable Rent Unit as any other tenure type defined as an Intermediate Unit instead.

- 6.2 The Owner shall use reasonable endeavours to tender the Intermediate Units for an initial period of 6 months as Shared Ownership Units. In the event that the Owner is unable to contract with a Registered Provider upon at least Reasonably Commercial Terms in respect of a Shared Ownership Unit upon providing written evidence to the Council the Owner shall be able to dispose of that unit as any other tenure type defined as an Intermediate Unit instead.
- 6.3 The Owner must first refer any matter for approval in this Schedule to the Council and allow the Council the opportunity within 20 Working Days as set out in this Schedule to review comment upon approve as applicable. After allowing such opportunity and where it is not possible to obtain the Council's approval the Owner shall be entitled to refer any matter for approval in this Schedule to Dispute Resolution in accordance with clause 17 of this Deed and the approval may be obtained from the Expert appointed as part of that clause 17 process and shall be evidence of compliance with the obligations of this Schedule

Exclusions

- 6.4 The Council cannot enforce the obligations in this schedule against:
- (a) Any mortgagee or chargee of the Registered Provider of Social Housing or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the Affordable Housing Land (or part thereof) ("**Chargee**");
 - (b) Any person (other than a Registered Provider of Social Housing) deriving title from a Chargee;

PROVIDED THAT any such Chargee:

- (i) shall have first given written notice to the Council that a power of sale had become exercisable in respect of the Affordable Housing Land (or part thereof); and
- (ii) shall have used reasonable endeavours over a period of twelve (12) weeks from the date the Council received written notice to complete the transfer of the Affordable Housing Land (or part thereof) to a Registered Provider of Social Housing or to the Council.

For the avoidance of doubt, if the transfer to the Registered Provider of Social Housing or the Council has not been completed within twelve (12) weeks from the date the Council received the written notice set out in 6.4 (b)(i), the Chargee (and any person deriving title from them, except for a Registered Provider of Social Housing) shall be entitled to dispose of that part of the Affordable Housing Land free from the obligations in this schedule which shall cease to apply to that land/building(s).

Nothing in this paragraph 6.4 requires the Chargee to act contrary to its legal duties or to sell that land for less than the amount due and outstanding in relation to the Affordable Housing Land (or part thereof) under the terms of the relevant security documentation up to the date the Chargee disposes of that land (including all accrued principal monies, interest, costs and expenses).

6.5 In the event that a mortgagee or chargee of a leaseholder of an Intermediate Unit or any receiver (including an administrative receiver) appointed by such mortgagee or chargee ("**the Leasehold Mortgagee**") seeks to enforce its security in relation to the Intermediate Unit it shall EITHER:

- (a) (i) give written notice to the Council that a power of sale has become exercisable in respect of the lease of that Intermediate Unit and that the Leasehold Mortgagee shall be exercising the right to staircase to one hundred percent (100%) ownership under the lease of that Intermediate Unit; and
- (ii) then exercise the right to staircase to one hundred percent (100%) ownership under the lease of that Intermediate Unit and sell it free from the obligations in this schedule which shall cease to apply to that Intermediate Unit

OR:

- (b) (i) give written notice to the Council that the power of sale of the lease of a Intermediate Unit has become exercisable; and
- (ii) use reasonable endeavours to complete the disposal of the lease of that Intermediate Unit to a person who qualifies for occupation of an Intermediate Unit under the Council's current arrangement for the occupation of such a unit ("**Qualifying Occupant**") within a period of 12 weeks from the date the Council received the written notice under paragraph 6.5 (b) (i); and

- (iii) If the Leasehold Mortgagee has not completed the transfer of the lease of the Intermediate Unit to a Qualifying Occupant within twelve (12) weeks from the date the Council received the written notice in paragraph 6.5(b) (i) the Leasehold Mortgagee (and any person deriving title from it, except a Qualifying Occupant who has exchanged contracts with the Leasehold Mortgagee within the twelve (12) week period referred to) shall be entitled to dispose of the lease of that Intermediate Unit free from the obligations in this schedule which shall cease to bind the proprietor of the lease to that Intermediate Unit.

Nothing in this paragraph 6.5 requires the Leasehold Mortgagee to act contrary to its legal duties.

- 6.6 The covenants ceasing to apply to any Affordable Rent Unit where that unit has been purchased by a tenant under the right to buy or the right to acquire or under the voluntary rights to purchase pursuant to the terms of the Housing and Planning Act 2016
- 6.7 The covenants ceasing to apply to any Intermediate Unit where the leaseholder (or the Leasehold Mortgagee enforcing its security) has staircased to one hundred percent (100%) ownership under their lease.

7 Provision of Serviced Plots

The Owner undertakes in favour of the Council as follows:

- 7.1 To submit the Design Brief and the Marketing Strategy to the Council for its approval prior to the Commencement of Development for either

OPTION A

5 Serviced Plots in the first Phase for Self Build and Custom Housebuilding

OPTION B

28 Serviced Plots (all to be located in the First Phase) for Self Build and Custom Housebuilding

(Option A or Option B is to be determined by the Inspector subject to the Strike Out Clause)

- 7.2 Not to Commence the Development unless and until the Owner has obtained the Council's approval in writing for the Design Brief and the Marketing Strategy
- 7.3 To keep the Serviced Plot Land in the first Phase free from any development whether temporary or permanent and not to place park or store any vehicles or thing on any Serviced Plot during the Marketing Period referred to in paragraph 7.4 provided this paragraph shall not prevent the laying of service media within the Serviced Plot Land where necessary to serve a Serviced Plot
- 7.4 To actively market each Serviced Plot in accordance with the approved Design Brief and Marketing Strategy for no fewer than twelve (12) calendar months the first one starting from the Commencement of Development at the Owner's own cost, unless the Council agrees otherwise in writing and PROVIDED that only in the case of any written evidence of agreement to a sale of a Serviced Plot during this time that Serviced Plot will benefit from a further 6 month period of time for contracts to be exchanged for the sale of the Serviced Plot "the Marketing Period".
- 7.5 To submit written details of the marketing exercise undertaken under paragraph 7.4 of this schedule at the end of the marketing exercise under paragraph 7.4 of this schedule within ten (10) Working Days of a written request by the Council
- 7.6 To dispose of each Serviced Plot (if applicable) in accordance with the approved Marketing Strategy
- 7.7 To procure that the Serviced Plots are disposed of to a Self-build & Custom Housebuilder in accordance with the approved Marketing Strategy PROVIDED THAT if the Owner provides written evidence pursuant to paragraph 7.5 that paragraph 7.4 has been complied with and contracts have not been exchanged for the sale of one (1) or more of the Serviced Plots ("**Unsold Serviced Plot/s**") upon the expiry of the relevant Marketing Period, the paragraph 7 provisions in this schedule shall cease to apply and shall determine absolutely in respect of any Unsold Serviced Plot/s and the Owner shall be entitled to construct and Practically Complete houses to be occupied as homes (Use Class C3) on all or part of the Serviced Plots (as appropriate) at the Owner's own cost and shall not be required to provide the Unsold Serviced Plot/s for Self-Build and Custom Build Housing

Schedule 3, Part 2: Viability Review and Additional Affordable Housing

1. Definitions

In this part 2 of schedule 3, the following words shall have the following meaning in addition to the definitions provided in part 1 of schedule 1 and clause 1 of this deed:

Benchmark Land Value	£100,000 per gross acre multiplied by the number of gross acres attributed to the Viability Review Dwellings in the Viability Review as set out in Annex A
Deficit	the amount by which the Residual Land Value falls below the Benchmark Land Value
First 300 Dwellings	the first 300 Dwellings for which application(s) for approval of Reserved Matters is/are made to be made or approved
Offsite AH Contribution	the financial contribution for the delivery of affordable housing off site
Residual Land Value	that value as derived in the Viability Review
Surplus	the amount by which the Residual Land Value exceeds the Benchmark Land Value
Viability Review	an analysis of the viability of the Viability Review Dwellings to be constructed at the Development carried out by (a) named Member(s) of the Royal Institution of Chartered Surveyors having not less than 10 years' current experience of carrying out development appraisals similar in form and purpose to that required by this Deed for greenfield

	<p>residential developments in Kent using the methodology set out in the VRT which shall be provided together with supporting evidence for the variable inputs from attributed sources and calculations as identified in Annex C and a computer-readable spreadsheet, and shall derive the amount of any Surplus or any Deficit for the Viability Review Dwellings and, if a Surplus, set out:-</p> <p>(a) the details of the corresponding Affordable Rent Units and/or Intermediate Units which can be delivered by the Development pursuant to the provisions of paras. 2.6 and 2.7.3 of this part of this schedule (if any) within the Viability Review Dwellings (Later), and</p> <p>(b) the amount of any Offsite AH Contribution which can be delivered by the Development in line with the provisions of para. 2.7 of this part of this schedule.</p>
Viability Review Dwellings	The remaining 250 Dwellings (regardless of whether or when an application for approval of Reserved Matters is made or approved in respect of them) after the First 300 Dwellings
Viability Review Dwellings (Later)	The Viability Review Dwellings excluding those to which para. 2.7.1 of this part of this schedule applies
Viability Review (Final)	The Viability Review which has been either approved in writing by the Council or the subject of a decision issued by an Expert under clause 17.1 of this Deed that it should be approved by the Council

VRT	the viability review methodology appended to this Deed as Annex A in conjunction with the template appended to this Deed as Annex B
-----	---

2. Owner's Covenants

The Owner undertakes in favour of the Council:

Timings

- 2.1 The Owner shall not submit or permit or enable to be made any applications for approval of Reserved Matters other than for the First 300 Dwellings, and shall not Commence Development in any Phase which includes Dwellings if that would result in the total number of Dwellings comprised in Phases which have been the subject of Commencement of Development in the Phase exceeding 300, until it has submitted to the Council the Viability Review.
- 2.2 Notwithstanding the provisions of para. 2.1 of this part of this schedule, the Owner shall use reasonable endeavours to hold preparatory discussions with the Council regarding matters to be considered or included in the Viability Review, including in particular those matters referred to for discussion or agreement in Annex A, but shall not prepare or submit the Viability Review sooner than the Occupation of 100 Dwellings and shall confirm in writing in its submission of the Viability Review to the Council the date on which 100 Dwellings were Occupied.
- 2.3 The Council shall have the opportunity to review the Viability Review for 20 Working Days from the date of submission of the Viability Review and the Council may by notice to the Owner within that period require the submission of reasonable additional evidence for the variable inputs from attributed sources and calculations as identified in Annex C in support of the variable assumptions in the Viability Review and if it does so then the requested information shall be submitted promptly to the Council in writing in the form of an addendum to the Viability Review prepared by the same person(s) who prepared the Viability Review, and the submission thereof shall restart the period of 20 Working Days referred to in this para.

Delivering onsite the Outcomes of the Viability Review (Final)

- 2.4 If the Viability Review (Final) shows a Deficit there shall be no obligation to provide additional affordable housing as part of the Viability Review Dwellings nor to pay an Offsite AH Contribution.

- 2.5 If the Viability Review (Final) shows a Surplus then 40% of that Surplus will be retained by the Owner.
- 2.6 If the Viability Review (Final) shows a Surplus then 60% of that Surplus will be committed firstly to the delivery of additional Affordable Rent Units and Intermediate Units within the Viability Review Dwellings (Later) above those required by part 1 of this schedule read without the provisions of para. 2.7.3 below, the details of such units being set out within the Viability Review (Final) such that either:-
- (i) that 60% of the Surplus is applied entirely to such provision without a balance remaining; or
 - (ii) that 60% of the Surplus is applied as near as may be to such provision leaving a balance which is too small to provide either an Affordable Rent Unit or an Intermediate Unit; or
 - (iii) as much of that 60% of the Surplus as necessary is applied to such provision such that the percentage of Affordable Rent Units and Intermediate Units taken together is equal to forty percent (40%) of the Dwellings (rounded up) within the Viability Review Dwellings (Later) leaving a balance (of any amount); and
 - (iv) secondly any balance pursuant to paras. (ii) or (iii) above will comprise the Offsite AH Contribution.

Procedure following submission of the Viability Review, and Offsite AH Contribution

- 2.7 Following submission of the Viability Review in accordance with para. 2.2 of this part of this schedule:-
- 2.7.1 the Owner shall be entitled (but not required) to submit or permit or enable to be made (an) application(s) for approval of Reserved Matters for up to 100 Dwellings within the Viability Review Dwellings for which the Affordable Housing Scheme submitted and approved includes a 10% provision of affordable housing pursuant to para. 2.1 of part 1 of this schedule 3.
- 2.7.2 the Owner shall not submit or permit or enable to be made any applications for approval of Reserved Matters other than those permitted by paras. 2.1 and 2.7.1 of this part of this schedule until the Viability Review (Final) exists;
- 2.7.3 notwithstanding the provisions of part 1 of this schedule the Owner shall not Commence Development in any and every Phase which includes Dwellings if that would result in the total number of Dwellings comprised in Phases which have been the subject of Commencement of Development in the Phase exceeding 400 until:-
- (i) the Viability Review (Final) exists;
 - (ii) both the Affordable Housing Scheme and the Accessible and Adaptable and Affordable Housing Plan for that Phase have been

either (a) amended (or prepared ab initio) in order to incorporate and deliver the provisions of the Viability Review (Final) and the Council has approved them (as so amended) in writing, or (b) expressly agreed by the Council in writing not to require any amendments in order to incorporate and deliver the provisions of the Viability Review (Final)

and in respect of all such Phases the Owner's obligations in para. 2.1 of part 1 of this schedule shall be subject to compliance with this para. and with the Affordable Housing Schemes and Accessible and Adaptable and Affordable Housing Plans so approved or expressly agreed by the Council in writing under this para.

- 2.8 In the event that an Offsite AH Contribution is set out in the Viability Review (Final) then the Owner shall pay the Offsite AH Contribution to the Council before the Occupation of more than 469 Dwellings.
- 2.9 The Council will at its discretion be entitled to take any of the 60% Surplus which is shown in the Viability Review (Final) as committed to the provision of Affordable Rent Units and/or Intermediate Units as an additional sum topping up the Offsite AH Contribution – rather than as additional on-site affordable housing – and if the Council serves a notice on the Owner specifying those of the Affordable Rent Units and/or the Intermediate Units set out in the Viability Review (Final) which it wishes to convert into such an additional sum then the provisions of this part of this schedule (and the provisions of part 1 of this schedule pursuant to the effect of para. 2.7.3 above) shall be deemed amended in order to implement that notice.
- 2.10 For the avoidance of doubt the provisions for dispute resolution in clause 17 of this Deed apply to the Viability Review.
- 2.11 In the event that the Council does not approve in writing the Viability Review or the Expert's decision pursuant to clause 17.1 is that the Viability Review should not be approved by the Council, then the Owner may amend the Viability Review and submit the amended Viability Review to the Council afresh and paragraph 2.3 of this part of this schedule shall apply thereto.

ANNEX A

Viability Review Template – Explanatory User Guide

The following user guide provides an overview to anyone using or reviewing the s106 agreement, seeking to ascertain how the Viability Review in Schedule 3 Part 2 of the Agreement is intended to operate.

This User Guide seeks to capture the basic principles and methodology sitting behind the Viability Review methodology (VRT) and appraisal assumptions on which the viability review process is based.

INTRODUCTION

The Viability Review provisions contained in Schedule 3 Part 2 of the Agreement will determine the amount of additional affordable housing that will be provided onsite (and any Offsite AH Contribution) if the Viability Review (Final) shows a Surplus. The Viability Review submitted to the Council must therefore include proposals for its implementation as set out in Schedule 3 Part 2.

TRIGGERS FOR VIABILITY REVIEWS

The VRT utilised in the Viability Review will use the assumptions as noted below unless otherwise agreed in writing by the parties or as determined by an Expert under clause 17.1 of the s.106 in the event of a dispute or difference being referred to such an Expert.

VRT INPUTS

The following inputs will be fixed in the VRT for the Viability Review:

1. Marketing Costs – 2.0% of the Market Housing GDV and Sale and Agent Fees at 1.5% of the total scheme GDV
2. BCIS allowances, for external costs (10%), contingency (3%), and the net to gross adjustment for the apartments (10%)
3. Costs associated with Part L are to be included at £4,000 per dwelling. Any costs to be incurred in relation to Part F will be included separately within the cost plan, based on appropriate estimates at the date of the Viability Review being submitted to the Council
4. Professional fees allowance – 8.0% of the standard build costs and the costs associated with Part L adopted within the VRT

5. Allowances for Developer Profit for the market housing at 20% of market housing GDV, and for the affordable housing at 6.0% of the affordable GDV
6. Benchmark Land Value (BLV) – at £100,000 per gross acre
7. Acquisition agency and legal fees allowance at 1.75% (combined) of the BLV
8. Land Areas – the gross acreage for the Site used within the Viability Review will be 126.2 gross acres – to be multiplied by the Proportional Adjustment below
9. The Proportional Adjustment will be a percentage based on the NIA of the 250 Viability Review Dwellings divided by the NIA for the 550 Dwellings proposed for the Development (NIA – Net Internal Area in sqm)

The variable VRT inputs that will be updated within the Phase 2 Viability Review will be defined by reference to the data schedule attached at Annex C which identifies suitable data sources for each input and are identified as follows:

1. Residential mix & unit types – to reflect the proposed dwellings within the Viability Review Dwellings
2. Market revenues – based on appropriate/ recent open market revenue evidence
3. Affordable revenues – will be based on completed affordable transaction evidence from the completed parts of the Development or if this is not possible, the appointed valuers will seek to agree these values based on other evidence in Ashford Borough.
4. BCIS Median Average base build costs & locational weighting – based on the latest available information at the date of submission of the Viability Review.
5. Cost Plan – this will encompass the abnormal/ Infrastructure Costs and the cost of complying with the planning conditions, S106 obligations and maintenance costs - to be updated to reflect the whole scheme costs at the time of the review. These costs will then be subject to the Proportional Adjustment.
6. Finance Costs – these are to be calculated within the cashflows for each part of the VRT. The cashflows will largely automatically calculate based upon the VRT inputs, although manual adjustments will be required within the cells highlighted in green. Separate cashflows are included for VRT Part 1 and for VRT Part 2 (although VRT Part 2 will only be required where VRT1 shows a Surplus).
7. SDLT – applied based upon prevailing SDLT rates at the date of submission of the review

METHODOLOGY

The simple premise within the VRT is that fixed formula inputs remain unchanged (in so far as how they are calculated; but their quantum may change) so that one only has to update the variable inputs in order for the viability review to be carried-out.

The VRT will then automatically calculate a level of Surplus or Deficit.

If the VRT shows a Deficit, it will not be necessary to complete VRT Part 2.

However, if a Surplus is shown within VRT Part 1, VRT Part 2 will need to be completed, with Affordable Rent Units and Intermediate Units introduced until the Surplus is eroded to as close as possible to zero. The mix and tenure of the additional Affordable Rent Units and Intermediate Units will be informed by the SHMA current at the time of the preparation of the Viability Review (i.e. not before the Occupation of 100 Dwellings has been confirmed to the Council) and will be agreed with the Council prior to the inclusion of those units in VRT Part 2.

The Council may respond to the Owner with comments on the Viability Review, which may result in amendments being made to it, until an agreed position is reached and the Viability Review (Final) exists.

ANNEX B – VRT worked example

VAT - Part 1				
	Units	Total R2	Income/ R2	Total Income
DEVELOPMENT REVENUE				
Market Housing				
1 Bed Flats				£0
2 Bed Flats				£0
2 Bed Houses				£0
3 Bed Houses				£0
4 Bed Houses				£0
5 Bed Houses				£0
	225	0	£0	
Affordable Housing				
1 Bed Flats				£0
2 Bed Flats				£0
2 Bed Houses				£0
3 Bed Houses				£0
4 Bed Houses				£0
5 Bed Houses				£0
	25	0	£0	
Total Units	250	0		
Affordable Housing %	10%			
Total Revenue				£0
DEVELOPMENT EXPENDITURE				
Marketing Costs @ % Market GDV		2.00%		£0
Sale / Agent Fees @ % Scheme GDV		1.50%		£0
BCIS Costs (Market & Affordable)				
	Units	Total R2	BCIS £/ R2	
Estate Housing - Generally	0	0	£178.61	£0
Flats (Apartments) - Generally (Median)	0	0	£229.64	£0
	0	0	£0.00	£0
Part L Costs		£4,000	£1,000,000	-£1,000,000
Professional fees (7.0% of total building costs)			8.00%	-£80,000
Developer Profit - Market Units			20.00%	£0
Developer Profit - Affordable units			6.00%	£0
Infrastructure/ Abnormal Costs				
	Proportional Adjustment	45.5%		£0
S106 Contributions inc. Indemnity		45.5%		£0
Finance costs - see Cashflow - VAT CF 1				
		#DIV/0!	45.49%	#DIV/0!
Benchmark Land Value				
	Proportional Adjustment	Gross acres	£ per acre	
SDLT	45.5%	126.20	£100,000	-£5,736,364
Agency/ Legal			1.50%	-£85,045
Total Expenditure				#DIV/0!
Surplus/ Deficit				#DIV/0!

VAT - Part 2				
	Units	Total R2	Income/ R2	Total Income
DEVELOPMENT REVENUE				
Market Housing				
1 Bed Flats				£0
2 Bed Flats				£0
2 Bed Houses				£0
3 Bed Houses				£0
4 Bed Houses				£0
5 Bed Houses				£0
	225	0	£0	
Affordable Housing				
1 Bed Flats				£0
2 Bed Flats				£0
2 Bed Houses				£0
3 Bed Houses				£0
4 Bed Houses				£0
5 Bed Houses				£0
	25	0	£0	
Total Units	250	0		
Affordable Housing %	10%			
Total Revenue				£0
DEVELOPMENT EXPENDITURE				
Marketing Costs @ % Market GDV		2.00%		£0
Sale / Agent Fees @ % Scheme GDV		1.50%		£0
BCIS Costs (Market & Affordable)				
	Units	Total R2	BCIS £/ R2	
Estate Housing - Generally	0	0	£178.61	£0
Flats (Apartments) - Generally (Median)	0	0	£229.64	£0
	0	0	£0.00	£0
Part L Costs				-£1,000,000
Professional fees (7.0% of total building costs)			8.00%	-£80,000
Developer Profit - Market Units			20.00%	£0
Developer Profit - Affordable units			6.00%	£0
Infrastructure/ Abnormal Costs				
	Proportional Adjustment	45.5%		£0
S106 Contributions inc. Indemnity		45.5%		£0
Finance costs - see Cashflow - VAT CF 2				
		#DIV/0!	45.45%	#DIV/0!
Benchmark Land Value				
	Proportional Adjustment	Gross acres	£ per acre	
SDLT	45.5%	126.20	£100,000	-£5,736,364
Agency/ Legal			1.50%	-£85,045
Developer Share of Surplus		#DIV/0!	#DIV/0!	#DIV/0!
Total Expenditure				#DIV/0!
Surplus/ Deficit				#DIV/0!

	LQ Average (£/m2)	Average (£/R2)	Localities Weighting	Net to Gross Allowance	External Cost Allowance	Contingency Allowance	BCIS Figure
Estate Housing - Generally		£133.59	£157.84	10%	10%	10%	£178.61
Flats (Apartments) - Generally (Median)		£164.69	£182.42	£202.00			£229.64

Total dwellings	300	% Shared
Viability Phase 1	200	66.67%
Viability Phase 2	100	33.33%

ANNEX C – DATA SOURCES FOR VARIABLE ASSUMPTIONS

ANNEXE C**VRT - SCHEDULE OF VARIABLE INPUTS AND SOURCES OF INFORMATION**

Ref.	Item	Description	Information Source
1	Residential Values	Sale Value of each residential unit type or Capital Value of units for open market rental. All to be net of incentives & reflective of Base Build Cost specification	RICS local valuer Internal Research Local Estate Agents Other comparable developments
2	Base Build Costs	Building Costs for each type of building exclusive of abnormal costs	BACS Median Value with locational weighting - Default Age Range
3	Abnormal Costs	Those costs over and above the normal costs allowed in the assessment of the base build as noted in 2 above, eg: Decontamination, Ground profiling, Site Preparation, Archeological Surveys, Foundations in excess of 1m deep	Quantity Surveyor's Cost Plan supported by evidence from appropriate surveys and engineer's reports
4	Infrastructure	Cost of roads, sewers, utilities and engineering works to service the land, plus any other infrastructure costs required to deliver the scheme not covered by the Base Build Costs, the External Works Costs and / or the Abnormal Costs	Quantity Surveyor's Cost Plan supported by evidence from appropriate surveys and engineer's reports
5	Affordable Housing Income	Details of Affordable Rents First Tranche Sales and Equity Rent for Shared Ownership, yields to be applied to rents and management costs to be deducted Or an offer from an agreed Registered Provider for the purchase of the Affordable Homes	Registered Provider RICS valuer familiar with Affordable Housing, Council Housing Dept
6	Social Housing Grant	Amount of Grant to be offered to the Registered Provider to assist in purchasing the affordable housing	Registered Provider HE Investment Team Council Housing Dept
7	Other forms of Funding	HCA grants for Infrastructure EU Grants Cross Subsidy from the Registered Provider for the purchase of the Affordable Homes Other sources of Funding	Appropriate funding body
8	Planning Obligations	Capital Sums included in the S.106 Agreement and indexation Timing as set by the S.106 Agreement	Council / S.106 Agreement
9	Residential Unit Mix	Building Type, Unit Type and Number of Each Size (Net Internal Area and Gross Internal Area), Tenure of each dwelling type	Architect's or Developer's accommodation schedule
10	Cashflow	Anticipated Dates when the sales revenues and costs noted above are anticipated to be received and expended	QS Cost Plan Sales Agent's advice

Schedule 4 Art and Creative Industries Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Art and Creative Industries Contribution	the sum calculated by multiplying the number of Dwellings by £338.40 (three hundred and thirty eight pounds and forty pence) to be applied in the event of receipt towards projects within the Parish Council area known as Kingsnorth Pillboxes Project and Park Farm Ponds Project ("Art and Creative Industries Purpose")
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

- 2.1. To pay the Art and Creative Industries Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Art and Creative Industries Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \end{array} \right) \times \begin{array}{l} \text{Art and} \\ \text{Creative} \\ \text{Industries} \\ \text{Contribution} \end{array}$$

2.4 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such cessation, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers to be comparable replacement index.

3. This Undertaking is given on these conditions: :

3.1 in the event that

3.1.1 the Art and Creative Industries Contribution paid has not been committed in full towards the Art and Creative Industries Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Art and Creative Industries Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Art and Creative Industries Contribution not committed to be applied towards the Art and Creative Industries Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the Art and Creative Industries Contribution

Schedule 5 (NOT USED. INTENTIONALLY BLANK)

Schedule 6 Community Building Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Community Building	an existing facility in the Parish Council area
Community Building Contribution	<p>the sum calculated by multiplying the number of Dwellings by</p> <p>(1) one thousand eight hundred and seventy pounds (£1870.83) capital costs and</p> <p>(2) five hundred and twenty eight pounds and thirty three pence (£528.33) maintenance costs</p> <p>towards facilities at Court Lodge or Queens Platinum Jubilee Park or the extension/refurbishment of a Community Building or the provision of a new community facility in the Parish Council area ("Community Building Purpose")</p>
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

2.1 The Owner shall pay the Community Building Contribution to the Council in the following instalments:

- 2.1.1 Fifty percent (50%) of the Community Building Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings and
- 2.1.2 the balance of the Community Building Contribution in full prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2 The Owner shall not Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3 The Owner shall not Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4 to pay the Community Building Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{the figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for 5}^{\text{th}} \\ \text{July 2023} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Building} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such cessation, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers to be comparable replacement index.

3. This Undertaking is given on these conditions:

3.1 in the event that

3.1.1 the Community Building Contribution paid has not been committed in full towards the Community Building Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Community Building Contribution (or portion as appropriate) and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council shall repay the balance of the Community Building Contribution not committed to be applied towards the Community Building Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the Community Building Contribution (or portion as appropriate)

Schedule 7 Community Learning Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Community Learning Facilities	adult education centres and outreach facilities within the Council's administrative area and serving the Development including the Ashford Gateway, Church Road, Ashford
Community Learning Contribution	the sum calculated by multiplying the number of Dwellings by sixteen pounds and forty two pence (£16.42) to be applied towards the provision of additional equipment and resources for new learners and additional equipment and resources for Community Learning Facilities
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as follows:

- 2.1. To pay the Community Learning Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Community Learning Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Community Learning Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings

- 2.2. not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Community Learning Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{the figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such cessation, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council and the County Council considers to be comparable replacement index.
3. This Undertaking is given on the conditions that:
- 3.1 that in the event that the Community Learning Contribution (or portion as appropriate) has been paid in full to the Council it shall pass or commit to pass the Community Learning Contribution to the County Council in full
- 3.2 in the event that the Community Learning Contribution paid under paragraph 2.1 of this schedule 7 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council shall repay the balance of the Community Learning Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Community Learning Contribution (or portion as appropriate)

Schedule 8 Health Care Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Health Care	Ashford Stour Primary Care Network
Health Care Contribution	the sum calculated by multiplying the number of Dwellings by seven hundred and sixty nine pounds and ten pence (£769.10) to be applied towards the development of Health Care either via new development, extension of current sites or land for new buildings
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
NHS CCG	the NHS Kent and Medway Clinical Commissioning Group of Kent House 81 Station Road Ashford Kent TN23 1PP (or such other successor organisation in force at the time the Health Care Contribution is passed or committed to be passed by the Council pursuant to paragraph 3 of this schedule 8)

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

- 2.1. To pay the Health Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Health Care Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Health Care Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings

- 2.2. not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. to pay the Health Care Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{the figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified} \\ \text{in this deed is made} \end{array} + \begin{array}{l} \text{Index figure for 5}^{\text{th}} \\ \text{July 2023} \end{array} \right) \times \begin{array}{l} \text{Health Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and to calculate the indexation increase thereafter in a similar manner using the BCIS All-In Output Price Index or such replacement index as the Council considers a comparable index to the Index or the BCIS All-In Output Price Index
3. This Undertaking is given on these conditions:
- 3.1 that in the event that the Health Care Contribution (or portion thereof) has been paid in full to the Council it will pass or commit to pass the Health Care Contribution (or portion thereof) to the NHS CCG to be applied towards the Health Care Purpose
- 3.2 in the event that any Health Care Contribution (or part thereof) paid under paragraph 2.1 of this schedule 8 has not passed or committed to be passed in full by the Council to the NHS CCG within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Health Care Contribution not committed to be passed to the NHS CCG upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Health Care Contribution (or portion as appropriate)

Schedule 9 Informal Natural Green Space, Allotments and Children and Young People's Play Space (on site)

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Allotments	the allotment facilities comprising not less than 0.26 hectares approved by a Reserved Matters Approval
Amenity Land	all those parts of the Development comprising verges and all areas (not privately owned) in and around Dwellings/ Serviced Plots excluding Children's and Young People's Play Space and the Informal Natural Green Space
Children's and Young People's Play Space	the facilities approved in accordance with a Reserved Matter/s approval for a Phase of the Development comprising a minimum of 0.63 hectares within the first residential Phase
Ecological Area	all of those parts of the Development comprising habitat buffers described for the purposes of identification only in drawing 100.002 Rev B
Final Certificate	a certificate to be issued by the Council on expiration of the Open Space Land Maintenance Period when the Allotments, Amenity Land, Children's and Young People's Play Space, Ecological Area and the Informal Natural Green Space have been satisfactorily maintained to the reasonable satisfaction of the Council in accordance with the Approved Open Space Land Scheme

Informal Natural Green Space	informal natural green space comprising not less than 2.65 hectares
Maintenance Period	the period from the date of issue of the Provisional Certificate for the Allotments, Amenity Land, Children's and Young People's Play Space, Ecological Area and the Informal Natural Green Space (as appropriate) to the later of either the second anniversary of the date of issue of the Provisional Certificate OR the first anniversary of the appointment of the Management Company, OR such longer period of time as may be agreed by the Council and the Owner
Management Company	<p>a company set up for the purpose of managing the Open Space Land registered at Companies House and which shall</p> <ul style="list-style-type: none"> i. be limited by guarantee; and ii. be open to membership by <ul style="list-style-type: none"> (a) any freehold or long leasehold (other than a revisionary freehold or leasehold due to an extant lease and/or underlease) owner of a Dwelling and (b) any occupier of a Dwelling under a tenancy granted by a Registered Provider of Social Housing owning any of the Affordable Housing Land and (c) any Registered Provider of Social Housing owning any of the Affordable Housing Land; and iii. limit a Registered Provider of Social Housing's voting power in the Management Company to the same level as that of the freehold or leasehold owner of a single Dwelling regardless of the number of Dwellings in which it has the

	<p>legal interest in the Affordable Housing Land; and</p> <p>iv. subject thereto enable full and equal participation by all owners of Dwellings and any Registered Providers of Social Housing owning any of the Affordable Housing Land in any strategic decision making by the Management Company related to the Open Space Land as approved by the Approved Open Space Land Scheme and any ongoing maintenance, management and monitoring requirements of the same; and</p> <p>be accountable to owners of Dwellings and any Registered Providers of Social Housing of the Affordable Housing Land</p>
Open Space Land	<p>the Allotments, Amenity Land, Children's and Young People's Play Space, Ecological Area and the Informal Natural Green Space within the Development which is to be provided and laid out in accordance with the provisions set out in this schedule and any Reserved Matters approval</p>
Open Space Land Scheme	<p>a scheme:</p> <p>i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Open Space Land across the Site and</p> <p>ii. detailing how the Open Space Land shall be laid out constructed and delivered and thereafter maintained managed and renewed including provision and timing for grass cutting, pruning of trees and shrubs and hedges, removal of weeds and dead plant material, removal of rubbish graffiti debris and litter, maintenance of any walls</p>

	<p>and fences and footpaths and boundaries in good condition, replacement of any plants that may have died or are otherwise removed and all other activities, and</p> <p>iii. which sets out the detailed technical specification of all the works to be carried out on the Open Space Land (including a soft landscaping plan and levels)</p> <p>iv. which separately sets out the detailed technical specification of all the works to be carried out related to the provision of the Children and Young People's Play Space (with levels) the manufacturers' guarantees /warranties to be provided (noting that such warranties cannot be in place until the scheme is approved and implemented) and the safety inspections to be carried out</p> <p>v. which sets out the estimated maintenance management and renewal costs of the Open Space Land and details of the ongoing funding of the Management Company to ensure such maintenance/management / renewal and</p> <p>vi. setting out a mechanism for the review by the Council periodically if necessary in consultation with the Management Company and where necessary the amendment of the Approved Open Space Land Scheme if it is deemed necessary to ensure that the Open Space Land is fit to use for its intended purpose and</p> <p>vi. which otherwise complies with the Council's Public Green Spaces and Water Environment Supplementary Planning Document (SPD) adopted July 2012 ; and</p> <p>which scheme is to be approved in writing by the Council pursuant to paragraph 2.1 of this schedule and may be amended as agreed in</p>
--	--

	writing between the Owner and the Council from time to time
Provisional Certificate	a certificate issued by the Council when it is satisfied that the Allotments, Amenity Land, Children's and Young People's Play Space, Ecological Area and the Informal Natural Green Space (as appropriate) has been provided laid out and landscaped in accordance with the Approved Open Space Land Scheme
Substantial Implementation	the point at which construction of the Development reaches above foundation level – the 'Golden Brick' stage and the phrase "Substantially Implement" shall be construed accordingly
Transfer Form	<p>a transfer in Form TP1 (or such other HM Land Registry updated version in use at the time of the relevant transfer) to the Management Company with vacant possession and full title guarantee of the entire freehold title to the Phase which:</p> <ol style="list-style-type: none"> i. contains provisions in accordance with the Approved Open Space Land Scheme as appropriate ii. is free from any right of pre-emption or option agreement iii. is free from any mortgage, charge, lien or similar encumbrance iv. is free from any lease, licence or other third-party interest save for any third party interest which the Council have approved in writing acting reasonably v. is made subject to a restrictive covenant which prohibits the use of the relevant land for any purpose other than public recreation and amenity for the non-exclusive use of the Development

	<p>vi. includes all usual and necessary rights of way to and from adopted public highways with or without vehicles and other rights over adjoining land for the benefit of the relevant land to ensure that the Management Company can fulfil its responsibilities</p> <p>vii. reserves in favour of the Owner for the benefit of the Development only any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services</p> <p>viii. declares that boundary structures between the relevant land and the Dwellings which adjoin it shall belong to and be maintained by the owners of those Dwellings</p> <p>ix. is for consideration of one pound (£1) and</p> <p>x. contains covenants for the benefit of the Council and owners of Dwellings that the Management Company shall manage renew and maintain the relevant land in accordance with the approved Open Space Land Scheme as appropriate and shall use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it</p>
--	--

2. Owner's Covenants

2.1. The Owner covenants with the Council:

- 2.1.1 Not to cause or permit the Commencement of Development of any residential Phase of the Development prior to the approval of the Open Space Land Scheme by the Council ("the **Approved Open Space Land Scheme**") for the Phase and prior to the grant of the Reserved Matter approval/s for the Allotments and Children's and Young People's Play Space (as appropriate) for that Phase

2.1.2 To provide the Approved Open Space Land Scheme, the Allotments and the Children's and Young People's Play Space within the relevant Phase of the Development as approved and to retain the Open Space Land for the lifetime of the Development

2.1.3 Not to

2.1.3.1 cause or permit the Substantial Implementation of the particular Phase of Development until

(i) the constitutional documentation for the Management Company and

(ii) the details of any legal and/or conveyancing mechanisms necessary to secure that:

(a) the freehold or long leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling on the Phase (including their successors in title) shall be members of the Management Company and any Registered Provider of Social Housing who owns any Affordable Housing Land may be a member of the Management Company and

(b) the purchaser or long lessee and each subsequent owner of the freehold or long leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling (including its successors in title from time to time) shall throughout its ownership thereof be a member of the Management Company with an equal voting right to that of each other and

(c) the transfer long lease or other legal documentation for the freehold or long leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of that Dwelling includes the following direct covenants by the owner or lessee of that Dwelling with the Management Company:-

(c)(i) to become a member of the Management Company and to be bound by the constitution of the Management Company and to abide by any regulations made by it; and

(c)(ii) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring managing repairing maintaining and

renewing the Open Space Land in accordance with the Approved Open Space Land Scheme; and

(d) to procure upon any subsequent sale assignment or other disposal of that Dwelling that the incoming owner lessee or similar shall enter into direct covenants with the Management Company in the form of sub paragraphs (c)(i) and (c)(ii) and that any subsequent disposal cannot be registered unless it secures the continuance of these arrangements and

(e) in the case of each Dwelling which adjoins any part of the Open Space Land the transfer lease or other legal documentation declares that the boundary structures between the Open Space Land and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling and

(iii) details of any rights to be granted in favour of the Management Company over any part of the Phase other than the Open Space Land in order to ensure it can carry out the approved Management Scheme in perpetuity

have been submitted to and approved by the Council in writing

2.1.3.2 not to Occupy nor to permit Occupation or dispose of any Dwelling on a Phase

- (i) Unless and until the Open Space Land Scheme has been submitted to and approved in writing by the Council and
- (ii) Unless and until the Management Company has been incorporated at Companies House using the constitutional documentation submitted to and approved by the Council and evidence of its incorporation and of its officers and members and of its endowment (if required by the Approved Open Space Scheme) and of its assets and liabilities has been submitted in writing to and approved by the Council and
- (iii) otherwise than in accordance with the requirements of the Management Company provisions and details of the conveyancing mechanism approved pursuant to paragraph 2.1.3.1 of this schedule have been implemented in respect of that Dwelling

2.1.4 Unless otherwise agreed in writing with the Council not to cause or permit the Occupation of more than 75% of the Dwellings within the related Phase until the Open Space Land, Allotments and Children's and Young People's Play Space approved for that Phase of Development has been laid out provided and landscaped in accordance with the Approved Open Space Land Scheme/relevant Reserved Matter/s approval, and a Provisional Certificate for

the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) has/have been issued by the Council

- 2.1.5 After the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate), has/have been provided laid out and/or landscaped in accordance with the Approved Open Space Land Scheme/relevant Reserved Matter/s approval, to apply to the Council in writing requesting issue of the Provisional Certificate in respect of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate)
- 2.1.6 On receipt of the written request referred to in paragraph 2.1.5 of this schedule the Council may carry out an inspection of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) within twenty (20) Working Days of receipt and if after inspection of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) the Council considers that the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) has/have been satisfactorily provided laid out and landscaped in accordance with the Approved Open Space Land Scheme/relevant Reserved Matter/s approval, the Council may issue the Provisional Certificate in respect of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) within twenty (20) Working Days of carrying out the inspection
- 2.1.7 If after inspection of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) the Council considers that the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) has/have not been provided laid out and landscaped satisfactorily in accordance with the Approved Open Space Land Scheme/relevant Reserved Matter/s approval, the Council may notify the Owner of the outcome of the inspection within twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) up to the standard required by the Approved Open Space Land Scheme/relevant Reserved Matter/s approval and the procedures referred to in paragraphs 2.1.5 to 2.1.7 of this schedule may be repeated until a Provisional Certificate has been issued in respect of the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate)

- 2.1.8 From the date of issue of a Provisional Certificate for the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate), the Owner shall make the Open Space Land and all the facilities on the Open Space Land (save for the part/s of the Open Space Land comprising the Ecological Area and any facility on the Ecological Area) available for use by the public as an open amenity or recreation area in accordance with the Approved Open Space Land Scheme for the lifetime of the Development and shall allow the public to have unrestricted access at all times to the Open Space Land (save for the part/s of the Open Space Land comprising the Ecological Area and any facility on the Ecological Area) including the right to gain access to the Open Space Land (save for the part/s of the Open Space Land comprising the Ecological Area and any facility on the Ecological Area) over any roads and associated footways and footpaths in the Development even if such roads footways and footpaths are in (or remain in) private ownership after the Development has Practically Completed
- 2.1.9 From the date of issue of a Provisional Certificate for the Open Space Land the Owner covenants
- 2.1.9.1 not to use or permit the use of the Open Space Land for any purpose other than as public recreation or amenity areas (save for the part/s of the Open Space Land comprising the Ecological Area and any facility on the Ecological Area) for the lifetime of the Development; and
- 2.1.9.2 to manage and maintain the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate) during the Maintenance Period in accordance with the Approved Open Space Land Scheme (including maintenance of all soft and hard landscaping built features lighting drainage and any other features on the Open Space Land, Allotments and Children's and Young People's Play Space (as appropriate), and to make good any damage or defects in the Informal Natural Green Space, the Ecological Area, Allotments and Children's and Young People's Play Space (as appropriate) arising during the Maintenance Period
- 2.1.10 At the expiration of the Maintenance Period for that Phase to apply to the Council for the issue of the Final Certificate for the Open Space Land, Allotments and Children's and Young People's Play Space in that Phase (as appropriate),
- 2.1.11 not to cause or permit the transfer or long lease of any Dwelling within the relevant Phase:

- 2.1.11.1 until the matters referred to in paragraph 2.1.3 of this schedule have been submitted to and approved by the Council in writing; and
 - 2.1.11.2 otherwise than in accordance with the requirements of the Management Company provisions and details of the conveyancing mechanism submitted to and approved by the Council in writing pursuant to paragraph 2.1.3 of this schedule securing membership of the Management Company by any owner or long lessee of a Dwelling in a Phase (including their successors in title); and
 - 2.1.11.3 unless the transfer or long lease of a Dwelling in that Phase includes a covenant on the part of the purchaser or lessee or occupier to become a member of the Management Company and to be bound by the memorandum and articles of association of the Management Company and abide by any regulations made by it and includes any rights reserved in favour of the Management Company in order to ensure it can comply with its obligations as set out in this deed.
- 2.1.12 Not to cause or permit Occupation of more than fifty percent (50%) of the Dwellings approved for delivery by a relevant Reserved Matters approval for a Phase of the Development until
- 2.1.12.1 the Management Company has been appointed to manage and maintain the Informal Natural Greenspace approved in the approved Open Space Land Scheme for the Phase of the Development for the lifetime of the Development; and
 - 2.1.12.2 the Management Company has been appointed to manage and maintain all of the Open Space Land approved in the Approved Open Space Land Scheme, and the Allotments and Children's and Young People's Play Space (as appropriate) approved by the relevant Reserved Matters approval for the Phase of the Development for the lifetime of the Development
- 2.1.13 following completion of the Phase and receipt of a Final Certificate for the Phase the Owner shall

- 2.1.13.1 transfer the Informal Natural Greenspace as approved in the approved Open Space Land Scheme for the Phase to the Management Company; and
 - 2.1.13.2 notify the Council in writing of the details of the appointed Management Company and submit a copy of the executed Transfer Form for the transfer of the Informal Natural Greenspace approved in the approved Open Space Land Scheme for the Phase to the Management Company
 - 2.1.13.3 pay any reasonable approval or inspection fees incurred by the Council pursuant to paragraphs 2.1.1 (approval of Open Space Land Scheme) 2.1.7 and 2.1.9 (inspection) of this schedule
 - 2.1.13.4 transfer all of the Open Space Land as approved in the Approved Open Space Land Scheme, and the Allotments and Children's and Young People's Play Space (as appropriate) approved by the relevant Reserved Matters approval for the Phase to the Management Company
 - 2.1.13.5 notify details of the appointed Management Company to the Council in writing and submit a copy of the executed Transfer Form/s for the transfer of the Open Space Land approved in the approved Open Space Land Scheme, and the Allotments and Children's and Young People's Play Space (as appropriate) approved by the relevant Reserved Matters approval for the Phase to the Management Company
 - 2.1.13.6 pay any reasonable approval or inspection fees incurred by the Council pursuant to paragraphs 2.1.1 (approval of Open Space Land Scheme, Allotments, Children's and Young People's Play Space) 2.1.7 and 2.1.9 (inspection) of this schedule
- 2.1.14 The Owner must first refer any matter for approval or certification in this Schedule to the Council and allow the Council the opportunity for 20 Working Days as set out in this Schedule to review comment upon approve or certify as applicable. After allowing such opportunity and where it is not possible to obtain the Council's approval or certification as applicable the Owner shall be entitled to refer any matter for approval or certification in this Schedule to Dispute Resolution in accordance with clause 17 of this Deed and the approval or certification as applicable may be obtained from the Expert

appointed as part of that clause 17 process and shall be evidence of compliance with the obligations of this Schedule

Schedule 10 Library Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Library	a local library serving the Development including Stanhope Library The Stanhope Centre 67 Otterden Close Ashford TN23 5TH and Ashford Library Gateway Plus 1AS Church Road Ashford TN23 1AS
Libraries Contribution	the sum calculated by multiplying the number of Dwellings by fifty five pounds and forty five pence (£55.45) towards additional resources equipment and book stock (including the reconfiguration of space) at a Library
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's covenants

The Owner covenants undertakes in favour of the Council and the County Council as follows:

2.1. To pay the Library Contribution in full to the Council in the following instalments:

2.1.1. Fifty percent (50%) of the Library Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and

- 2.1.2. the balance of the Library Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Library Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Library} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on the conditions that:
- 3.1 in the event that the Library Contribution (or portion as appropriate) has been paid in full to the Council it will pass or commit to pass the Library Contribution to the County Council in full
- 3.2 in the event that any of the Library Contribution paid under paragraph 2.1 of this schedule 10 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Library Contribution not committed to be passed to the County Council following the expiry of that ten (10) year period to the person/s who paid the Library Contribution

Schedule 11 Sports Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Indoor Sports Contribution	<p>the sum calculated by multiplying the number of Dwellings by:</p> <p>(1) £83.08 (eighty three pounds and eight pence) capital costs to be applied towards the provision of 3G pitches at the Sports Facilities ("Indoor Sports Purpose 1" and</p> <p>(2) £527.32 (five hundred and twenty seven pounds and thirty two pence) capital to be applied towards the provision of a sports hall at the Sports Facilities</p> <p>("Indoor Sports Purpose 2")</p>
Outdoor Sports Contribution	<p>the sum calculated by multiplying the number of Dwellings by:</p> <p>(1) £404.70 (four hundred and four pounds and seventy pence) capital costs to be applied towards the provision of sports pitches at the Sports Facilities ("Outdoor Sports Purpose 1A"),</p>

	<p>and £570.28 (five hundred and seventy pounds and twenty eight pence) capital costs to be applied towards the provision of changing rooms at the Sports Facilities ("Outdoor Sports Purpose 2") and</p> <p>(2) £582.47 (five hundred and eighty two pounds and forty seven pence) to be applied towards the maintenance costs for the sports pitches at the Sports Facilities ("Outdoor Sports Purpose 1B") PROVIDED THAT these values can be reduced accordingly where provision is made at the Development</p>
Sports Facilities	the Queens Platinum Jubilee Park

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

- 2.1. To pay fifty percent (50%) of the Indoor Sports Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. To pay the balance of the Indoor Sports Contribution and the Outdoor Sports Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent of the Indoor Sport Contribution until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.4. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payments referred to in paragraph 2.2 have been paid in full to the Council
- 2.5. To pay the Indoor Sports Contribution (or portion of such contribution as appropriate) and the Outdoor Sports Contribution (or portion of such

contribution as appropriate) payable in accordance with paragraphs 2.1 and 2.2 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Indoor Sports} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{contribution)} \\ \text{and Outdoor} \\ \text{Sports} \\ \text{Contribution} \end{array}$$

2.6 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council considers a comparable index.

3. This Undertaking is given on these conditions:

3.1 in the event that

3.1.1 the Indoor Sports Contribution (or portion of contribution) and Outdoor Sports Contribution paid has not been committed in full towards the Indoor Sports Purpose 1, the Indoor Sports Purpose 2, and the Outdoor Sports Purpose 1A, the Outdoor Sports Purpose 1B and the Outdoor Sports Purpose 2 within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Indoor Sports Contribution and Outdoor Sports Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Indoor Sports Contribution (or portion of contribution) and Outdoor Sports Contribution not committed to be applied towards the Indoor Sports Purpose 1, the Indoor Sports Purpose 2, and the Outdoor Sports Purpose 1A, the Outdoor Sports Purpose 1B and the Outdoor Sports Purpose 2 within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the final instalment of the Indoor Sports Contribution (or portion of contribution) and Outdoor Sports Contribution

Schedule 12 Primary School Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

<p>Ashford East Planning Group</p>	<p>comprising East Stour Primary School, Finberry Primary School, Furley Park Primary Academy, Kingsnorth CE Primary School, Mersham Primary School, Willesborough Infant School and Willesborough Junior School and any other primary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)</p>
<p>Ashford North Planning Group</p>	<p>comprising Downs View Infant School, Goat Lees Primary School, Godinton Primary School, Kennington CE Academy, Lady Joanna Thornhill Endowed Primary School, Phoenix Community Primary School, Repton Manor Primary School, St. Mary's CE Primary School (Ashford), St. Teresa's RC Primary School, Victoria Road Primary School and any other primary school falling within such group as set out in the County Council's annual Commissioning Plan for Education Provision in Kent (or successor document)</p>
<p>Primary School</p>	<p>the new 2FE primary school at Land at Court Lodge Pound Lane Kingsnorth (18/01822/AS) and/or provision of additional primary school places in the</p>

	Ashford East Planning Group or Ashford North Planning Group
Primary School Contribution	<p>the sum of £1,340,370 towards the new build costs for the Primary School</p> <p>and the sum of £513,153.42 towards the land acquisition cost for the Primary School</p> <p>PROVIDED THAT, upon the serving of a notice in writing on the Owner by the County Council to such effect, the sum for the land acquisition cost for the Primary School shall be reduced proportionately to reflect: a) such sum (if any) which the County Council pays for land secured for a primary school at the adjacent Court Lodge site or b) such proportionate sum which the County Council is obligated to transfer to the provider of the Court Lodge primary school land from a contributing site.</p>
Index	the All-in Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the County Council as follows :

- 2.1. To pay the Primary School Contribution in full to the County Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Primary School Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and

- 2.1.2. the balance of the Primary School Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Primary School Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 increased by an amount equivalent to the increase in the Index from the date of this deed until the date on which such sum is paid using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} + \begin{array}{l} \text{Index figure for Q1} \\ \text{2022} \end{array} \right) \times \begin{array}{l} \text{Primary School} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the County Council considers a comparable index.
3. This Undertaking is given on these conditions:
- 3.1 in the event that any Primary School Contribution paid under paragraph 2.1 of this schedule 12 has not been committed by the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the County Council will repay the balance of the Primary School Contribution not committed upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Primary School Contribution

Schedule 13 Secondary School Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Secondary School Contribution	the sum calculated by multiplying the number of Dwellings by one thousand three hundred and ninety six pounds and eighty pence (£1,396.80) (per flat) and five thousand five hundred and eighty seven pounds and nineteen pence (£5,587.19) (per house) (but excluding in both cases any 1-bed Dwelling with less than 56m ² gross internal area) towards the provision of Secondary school places within the Council's administrative boundary including the new secondary school at Chilmington Green Ashford Road Great Chart (12/00400/AS)
Index	the All-in Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the County Council as follows:

2.1. To pay the Secondary School Contribution in full to the County Council in the following instalments:

2.1.1. Fifty percent (50%) of the Secondary School Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and

- 2.1.2. the balance of the Secondary School Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council
- 2.4. To pay the Secondary School Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\begin{array}{l} \text{The figure for the Index last} \\ \text{(published before the date on} \\ \text{which the payment specified in} \\ \text{this deed} \end{array} + \begin{array}{l} \text{Index figure for Q1} \\ \text{2022} \end{array} \end{array}) \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{as appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the County Council considers a comparable index.
3. This Undertaking is given on the conditions that:
- 3.1 in the event that any Secondary School Contribution paid under paragraph 2.1 of this schedule 13 has not been committed by the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the County Council will repay the balance of the Secondary School Contribution not committed upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Secondary School Contribution

Schedule 14 Strategic Park Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Strategic Park Contribution	the sum calculated by multiplying the number of Dwellings by: (1) £146 (one hundred and forty six pounds) capital costs and (2) £47 (forty seven pounds) maintenance costs to be applied towards quantitative and qualitative improvements at the Strategic Park ("Strategic Park Purpose")
Strategic Park	The Queens Platinum Jubilee Park
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

- 2.1. To pay the Strategic Park Contribution in full to the Council in the following instalments:
- 2.1.1. Fifty percent (50%) of the Strategic Park Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings and
 - 2.1.2. the balance of the Strategic Park Contribution in full prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

2.3. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council

2.4. To pay the Strategic Park Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{(published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2012} \\ \text{(namely 309.8)} \end{array} \right) \times \begin{array}{l} \text{Strategic Park} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{the} \\ \text{contribution)} \end{array}$$

2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council considers a comparable index.

3. This Undertaking is given on these conditions:

3.1 in the event that

3.1.1 the Strategic Park Contribution paid (or portion thereof) has not been committed in full towards the Strategic Park Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Strategic Park Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Strategic Park Contribution not committed to be applied towards the Strategic Park Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the Strategic Park Contribution

Schedule 15 Voluntary Sector Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Voluntary Sector	local community groups operating within the Parish Council area
Voluntary Sector Contribution	the sum calculated by multiplying the number of Dwellings by £87 (eighty seven pounds) towards the delivery of community services provided by the Dad's Unlimited Project or other project within the parish of Kingsnorth ("Voluntary Sector Purpose")
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council as follows:

- 2.1. To pay the Voluntary Sector Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Voluntary Sector Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

The figure for the Index last published before the date on (which the payment specified in this deed is made) + Index figure for quarter 1 of 2019) × Voluntary Sector Contribution

3. This Undertaking is given on these conditions:
 - 3.1 that in the event that the Voluntary Sector Contribution paid as referred to in paragraph 2.1 of this schedule has not been committed by the Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development the Council will repay the balance of the Voluntary Sector Contribution not committed upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Voluntary Sector Contribution.

Schedule 16 Youth Services Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Youth Services Contribution	the sum calculated by multiplying the number of Dwellings by £65.50 (sixty five pounds and fifty pence) to be applied towards the provision of additional technology, equipment, resources (including mobile units and hiring of facilities) for youth services in the Council's administrative area to enable mobile and outreach youth services to be delivered in the vicinity of the Development
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as follows:

- 2.1. To pay the Youth Services Contribution in full to the Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Youth Services Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Youth Services Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings

- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Youth Services Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Youth Services} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on these conditions:
- 3.1 that in the event that the Youth Services Contribution (or portion as appropriate) has been paid in full to the Council it will pass or commit to pass the Youth Services Contribution to the County Council in full
- 3.2 in the event that any Youth Services Contribution paid under paragraph 2.1 of this schedule 16 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Youth Services Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Youth Services Contribution

Schedule 17 Footpath Contribution

3. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Project A	the upgrade of AW319 to public bridleway to provide a cycle link from the Development to Church Hill
Project B	the surfacing of bridleways AW384 AW385 and AW307 to form higher rights connectivity east to west across the Parish Council area
Public Rights of Way Contribution	the sum of thirty six thousand pounds (£36,000) comprising the sum of twenty six thousand pounds (£26,000) towards Project A ('Project A Sum') and the sum of ten thousand pounds (£10,000) towards Project B ('Project B Sum')
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as follows:

- 2.1 To pay the Public Rights of Way Contribution in full to the Council prior to the first Occupation of the Development
- 2.2 Not to Occupy or permit the Occupation of any Dwelling until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3 To pay the Public Rights of Way Contribution payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(360.3)} \end{array} \times \begin{array}{l} \text{Public Rights} \\ \text{of Way} \\ \text{Contribution} \end{array}$$

- 2.4 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on these conditions:
- 3.1 that in the event that the Public Rights of Way Contribution has been paid in full to the Council it will pass or commit to pass the Public Rights of Way Contribution to the County Council in full
- 3.2 in the event that any Public Rights of Way Contribution paid under paragraph 2.1 of this schedule 17 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Public Rights of Way Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Public Rights of Way Contribution

Schedule 18 Travel Plan

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Travel Plan	the travel plan to be approved pursuant to a condition of the Planning Permission
Travel Plan Monitoring Fee	the sum of one thousand pounds (£1,000) towards the cost of monitoring and reporting upon compliance with the Travel Plan
Index	the Retail Price Index (RPI) as published by the Office for National Statistics or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council

- 2.1 To pay a Travel Plan Monitoring Fee in full to the Council prior to the first Occupation of the Development
- 2.2 Not to Occupy or permit the first Occupation of the Development until it has paid the first Travel Plan Monitoring Fee in full to the Council.
- 2.3 to pay four further Travel Plan Monitoring Fees in full to the Council on each anniversary of the date of the first Occupation of the Development to the date of the fourth anniversary of the first Occupation of the Development
- 2.4 The Travel Plan Monitoring Fees due and payable in accordance with paragraphs 2.1 and 2.3 shall be increased using the following formula:

$$\begin{array}{r}
 \text{most recently published index} \\
 \text{(figure for Index when the} \\
 \text{payment is due)} \\
 \div \\
 \text{index figure last} \\
 \text{published for that} \\
 \text{Index before Quarter 4} \\
 \text{2018}
 \end{array}
 \times
 \begin{array}{r}
 \text{Travel Plan} \\
 \text{Monitoring} \\
 \text{Fee}
 \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on this condition:
 - 3.1 that in the event that a Travel Plan Monitoring Fee has been paid in full to the Council it will pass or commit to pass the Travel Plan Monitoring Fee to the County Council in full

Schedule 19 Strategic Highways

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Project A	the construction of junction 10A of the M20
Project B	junction capacity improvements at the 'Flanders' roundabout (A2042 Avenue Jacques Faucheux, A2042 Bad Munstereifel Road, Malcolm Sargeant Road junction)
County Strategic Highways Contribution	the sum of one million eight hundred and seventy one thousand two hundred and twenty nine pounds (£1,871,229) towards Project B ('Project B Sum')
NH Strategic Highways Contribution	The sum of one hundred and ninety one thousand seven hundred and ninety one pounds and sixty pence (£191,791.60) towards Project A "the Project A Sum"
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as follows:

2.1 To pay the County Strategic Highways Contribution and the NH Strategic Highways Contribution in full to the Council in the following instalments:

- 2.1.1 fifty percent (50%) of the County Strategic Highways Contribution and the NH Strategic Highways Contribution prior to the Occupation of twenty five percent (25%) of the Dwellings
- 2.1.2 the balance of the Strategic Highways Contribution and the NH Strategic Highways Contribution prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2 Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council
- 2.3 Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4 To pay the County Strategic Highways Contribution and the NH Strategic Highways Contribution (or portion of such contributions as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\begin{array}{l}
 \text{The figure for the Index last} \\
 \text{(published before the date on} \\
 \text{which the payment specified in} \\
 \text{this Deed is made}
 \end{array}
 \div
 \begin{array}{l}
 \text{Index figure for} \\
 \text{quarter 4 2018}
 \end{array}
 \times
 \begin{array}{l}
 \text{County} \\
 \text{Strategic} \\
 \text{Highways} \\
 \text{Contribution or} \\
 \text{NH Strategic} \\
 \text{Highways} \\
 \text{Contribution as} \\
 \text{applicable (or} \\
 \text{portion as} \\
 \text{appropriate)}
 \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
- 3. This Undertaking is given on these conditions:
 - 3.1 that in the event that the County Strategic Highways Contribution and the NH Strategic Highways Contribution (or portion as appropriate) has been paid in full to the Council it will pass or commit to pass the County Strategic Highways Contribution to the County Council in full and will apply the NH Strategic Highways Contribution to Project A.

- 3.2 in the event that any County Strategic Highways Contribution paid under paragraph 2.1 of this schedule 19 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the County Strategic Highways Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the County Strategic Highways Contribution

- 3.3 in the event that any part of the NH Strategic Highways Contribution has not been spent or committed to Project A within (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the NH Strategic Highways Contribution not committed upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the NH Strategic Highways Contribution

Schedule 20 Sustainable Travel

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Sustainable Travel Contribution	the sum of four hundred thousand pounds (£400,000) towards improvements to bus services between the Development and Ashford town centre
Index	the All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council

- 2.1 To pay thirty percent (30%) of the Sustainable Travel Contribution in full to the Council prior to Occupation of 100th Dwelling to be Occupied the Development
- 2.2 Not to Occupy or permit the first Occupation of more than 100 Dwellings until it has paid thirty percent (30%) of the Sustainable Travel Contribution in full to the Council.
- 2.3 to pay twenty five percent (25%) of the Sustainable Travel Contribution in full to the Council on the first anniversary of the date of Occupation of the 100th Dwelling to be Occupied
- 2.4 to pay twenty percent (20%) of the Sustainable Travel Contribution in full to the Council on the second anniversary of the date of Occupation of the 100th Dwelling to be Occupied
- 2.5 to pay fifteen percent (15%) of the Sustainable Travel Contribution in full to the Council on the third anniversary of the date of Occupation of the 100th Dwelling to be Occupied

- 2.6 to pay the balance of the Sustainable Travel Contribution in full to the Council on the fourth anniversary of the date of Occupation of the 100th Dwelling to be Occupied
- 2.7 The Sustainable Travel Contribution sums due and payable in paragraphs 2.1 and 2.3 to 2.6 shall be increased using the following formula:

$$\begin{array}{r} \text{most recently published index} \\ \text{(figure for Index when the} \\ \text{payment is due)} \end{array} \div \begin{array}{r} \text{index figure last} \\ \text{published for that} \\ \text{Index before Quarter 4} \\ \text{2018 2016} \end{array} \times \begin{array}{r} \text{Sustainable} \\ \text{Travel} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.8 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
- 2.9 to permit all bus services procured by the County Council to have access over all unadopted roads through the Development where reasonably required by the County Council
3. This Undertaking is given on these conditions:
- 3.1 that in the event that the Sustainable Travel Contribution (or portion as appropriate) has been paid in full to the Council it will pass or commit to pass the Sustainable Travel Contribution to the County Council in full
- 3.2 in the event that any Sustainable Travel Contribution paid under paragraphs 2.1 - 2.6 of this schedule 20 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Sustainable Travel Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Sustainable Travel Contribution

Schedule 21 SUDS

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Appropriate Assessment	the appropriate assessment undertaken by the Inspector before granting the Planning Permission under the Conservation of Habitats and Species Regulations 2017 (as amended) for the Development
Certificate of Practical Completion	a certificate issued by the Owner's Expert that the SUDS has been completed and is ready for use
Management Company (SUDS)	<p>a company set up for the purpose of managing the SUDS registered at Companies House and which shall</p> <ul style="list-style-type: none"> i. be limited by guarantee; and ii. be open to membership by <ul style="list-style-type: none"> (a) any freehold or long leasehold (other than a revisionary freehold or leasehold due to an extant lease and/or underlease) owner of a Dwelling; and (b) any occupier of a Dwelling under a tenancy granted by a Registered Provider of Social Housing owning any of the Affordable Housing Land and (c) any Registered Provider of Social Housing owning any of the Affordable Housing Land; and iii. limit a Registered Provider of Social Housing's voting power in the Management Company to the same level as that of the freehold or leasehold owner of a single Dwelling regardless of the number of Dwellings in which it has the legal interest in the Affordable Housing Land; and

	<p>iv. subject thereto enable full and equal participation by all owners of Dwellings and any Registered Providers of Social Housing owning any of the Affordable Housing Land in any strategic decision making by the Management Company related to the SUDS and any ongoing maintenance management and monitoring requirements of the same; and</p> <p>be accountable to owners of Dwellings and any Registered Providers of Social Housing of the Affordable Housing Land</p>
Owner's Expert	such appropriately qualified expert as shall be engaged by the Owner to confirm that they have inspected the SUDS prior to and during the construction of the Development and that they have checked and satisfied themselves that the provision of the SUDS has been carried out and completed
Natural England	the body of that name of Hornbeam House Crewe Business Park Electra Way Crewe Cheshire CW1 6GJ or any successor body
Natural England Guidance	Advice for development proposals with the potential to affect water quality resulting in adverse nutrient impacts on habitats sites' 16 th March 2022 prepared by Natural England
Necessary Consents	any permit and/or any other necessary consent/s if required to be obtained from including but not limited to the Lead Local Flood Authority the Environment Agency and Natural England for the SUDS

Stodmarsh Designated Sites	<p>Stodmarsh Special Area of Conservation</p> <p>Stodmarsh Special Protection Area</p> <p>Stodmarsh Ramsar Site</p> <p>Stodmarsh Site of Special Scientific Interest</p> <p>Stodmarsh National Nature Reserve;</p>
SUDS	<p>an engineering and/or other operations or change of use to be approved by the Planning Permission to create a sustainable drainage system on the Site that will comply with the objectives and outcomes of the final Appropriate Assessment adopted by the Inspector on or before granting the Planning Permission in order to secure nitrogen and phosphorous neutrality for the Development upon the integrity of the Stodmarsh Designated Sites which takes account of the Natural England Guidance</p>

2 Carrying out and completion and maintenance of the SUDS

The Owner undertakes in favour of the Council as follows:

- 2.1 Following the Occupation of the last Dwelling in each Phase, to submit to the Council the Certificate of Practical Completion
- 2.2 Following the issuing of the Certificate of Practical Completion, to transfer the SUDS for that Phase to a Management Company (SUDS) and thereafter (whilst the Development remains in use) monitor, manage and maintain the SUDS in accordance with any conditions to the Necessary Consents

Schedule 22 Archaeology

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Archaeology Contribution	the sum of one hundred thousand pounds (£100,00) comprising the sum of sixty thousand pounds (£60,000) towards heritage interpretation measures and or community archaeology projects and the sum of forty thousand pounds (£40,000) towards the costs of a part time community archaeologist
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council

- 2.1 To pay the Archaeology Contribution full to the Council prior to the Commencement of the Development
- 2.2 Not to Commence the Development until it has paid the Archaeology Contribution in full to the Council.
- 2.3 To pay the Archaeology Contribution due and payable in paragraph 2.1 increased using the following formula:

most recently published index (figure for Index when the payment is due)	index figure published for index before quarter 2020	last that 4th)	x	Archaeology Contribution
--	---	-----------------------	---	-----------------------------

- 2.4 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the Council and the County Council considers a comparable index.
3. This Undertaking is given on these conditions:
 - 3.1 that in the event that the Archaeology Contribution has been paid in full to the Council it will pass or commit to pass the Archaeology Contribution to the County Council in full
 - 3.2 in the event that any Archaeology Contribution paid under paragraph 2.1 of this schedule 22 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Archaeology Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Archaeology Contribution

Schedule 23 Waste Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Waste Contribution	the sum calculated by multiplying the number of Dwellings by £129.20 (one hundred and twenty nine pounds and twenty pence) to be applied towards the provision of additional waste transfer station (WTS) capacity through the provision of the new Folkestone WTS to be located in the Folkestone and Hythe District
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

2. Owner's Covenants

The Owner undertakes in favour of the County Council as follows:

- 2.1. To pay the Waste Contribution in full to the County Council in the following instalments:
 - 2.1.1. Fifty percent (50%) of the Waste Contribution in full prior to the Occupation of twenty five percent (25%) of the Dwellings and
 - 2.1.2. the balance of the Waste Contribution in full prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the County Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the County Council
- 2.4. To pay the Waste Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{April 2020 (360.3)} \end{array} \right) \times \begin{array}{l} \text{Waste} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5 In the event that the Index ceases to be published to use the above formula to calculate the indexation increase until such the cessation of such Index, and thereafter to calculate it in a similar manner using such replacement index as the County Council considers a comparable index.
3. This Undertaking is given on these conditions:
- 3.1 in the event that any Waste Contribution paid under paragraph 2.1 of this schedule 23 has not been committed by the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the County Council will repay the balance of the Waste Contribution not committed upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Waste Contribution

Schedule 24

Wastewater Treatment Works

Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed:

Works Land	the part/s of the Site required for the Works
Works	wastewater treatment works at the Development including the machinery and equipment of those works and any necessary pumping stations outfall pipes and accessories such as valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities laid out in accordance with the Reserved Matters approval that will comply with the objectives and outcomes of the final Appropriate Assessment undertaken by the Inspector on or before granting the Planning Permission in order to secure nitrogen and phosphorous neutrality for the Development upon the integrity of the Stodmarsh Designated Sites which takes account of the Natural England Guidance
Undertaker	the sewerage undertaker as defined in the Water Industry Act 1991 responsible for the disposal of sewerage and other services required to be provided by a sewerage undertaker at the Development for the purpose of carrying out its functions

3 The Owner shall not cause or permit the first Occupation of a Dwelling until it has transferred the Works Land and granted such rights and easements over

the Site to provide access to the Works as necessary to the Undertaker or granted an irrevocable licence to the Undertaker to construct and operate the Works

APPENDIX 1 S106 PLAN

APPENDIX 2 ECOLOGICAL AREA PLAN

DocuSigned by:
B27BEB87D7854FC...
5CF2BA4264B9433...

DocuSigned by:
6E0556FB9204B4...
3A2CE15865DB406...

DocuSigned by:
40F62F2E2CE445B...

DocuSigned by:
40F62F2E2CE445B...

DocuSigned by:
C4A9D8BCDD274B1...

DocuSigned by:
C96F8D3ADB30408...

DocuSigned by:
5CF2BA4264B9433...

DocuSigned by:
41C88D889193405...

DocuSigned by:
908E9812EBEE497...

DocuSigned by:
0D8AE0BB9506419...

DocuSigned by:
0087F21AB89E41C...



Red Line Areas

TOTAL AREA - 51.04 ha

Parcel 1 - 10.10ha

Parcel 2 + Parcel 3 + Parcel 4 - 40.94 ha

Green Area / Habitat Buffer

Proposed Green Spaces

TOTAL AREA (25.78 ha)

Parcel	Includes
Parcel 1 - 4.19 ha	1.5 ha Amenity Landscape 0.165 ha Play
Parcel 2 - 7.30 ha	0.165 ha Play
Parcel 3 - 6.25 ha	0.26 ha Allotments 1.2 ha Amenity Community Landscape 2.1 ha Sports pitches 0.165 ha Play 0.165 ha Play
Parcel 4 - 8.04 ha	0.95 ha Ancient Woodland 0.95 ha Ancient Woodland & Habitat Buffer

Housing Areas

Proposed Housing Areas (Resi) (24.68 ha)

Parcel	Total Area	Area 1	Area 2	Area 3	Area 4	Area 5	Area 6
Parcel 1 - 5.63 ha total	5.63 ha	5.63 ha					
Parcel 2 - 5.78 ha total	5.78 ha	4.15 ha	1.12 ha	0.11 ha	0.40 ha		
Parcel 3 - 9.83 ha total	9.83 ha	2.52 ha	1.69 ha	1.96 ha	2.20 ha	0.65 ha	0.61 ha
Parcel 4 - 3.64 ha total	3.64 ha	0.37 ha	2.17 ha	0.49 ha	0.61 ha		

Sports Ground - Not within red line

(Existing) Out of Red Line - 3.9 ha total

Cricket Grounds 3.9 ha

Waste Water Treatment Plants

Proposed Waste Water Treatment Plant

TOTAL AREA

Parcel 1 - 0.15 ha

Highways

Parcel	Area (ha)
Parcel 1	0.05
Parcel 3	0.07
Parcel 4	0.08
Total	0.20 (ha)

Water Course

Parcel 3

Water Course - 0.15

Pond - 0.01

Total - 0.15(ha)

AREA SCHEDULE
SCALE 1:5000 @ A3



B AMENDED REDLINE BOUNDARY TO LAND REGISTRY REQUEST RT 30.08.23

A MINOR AMENDMENT ZS 18.10.22

Hollaway

Project: KINGSNORTH GREEN MASTERPLAN
KINGSNORTH, AS-FORD

Client: PENTLAND HOMES & JARVIS HOMES

Title: AREA SCHEDULE

Stage: INFORMATION

Scale: 1:5000 Date: 13.10.22 Drawn: ZS CMA'S HWY

Project Number: 19.002
Drawing Number: 100.002
Revision: B

EXECUTED as a Deed by)
PENTLAND PROPERTIES LIMITED)
acting by a director and its secretary)

DocuSigned by:
[Redacted Signature]

Signature of Director: **JAMES TORY:** _____

In the presence of:

DocuSigned by:
[Redacted Signature]

Signature of witness: _____

Name of witness: _____

Karnchana Boonthavee

Address of witness: 72 Lalique peninsula quay, grand cayman

Occupation of witness: Grocery clerk

DocuSigned by:
[Redacted Signature]

Signature of Secretary: **PAUL ROSBROOK:** _____

In the presence of

DocuSigned by:
[Redacted Signature]

Signature of witness: _____

Name of witness: _____

Chloe Stapley

Address of witness: 4 Robinson Avenue, Barming, Maidstone, ME16 9BF

Occupation of witness: Part Qualified Accountant

EXECUTED as a Deed by)
MALCOLM JARVIS HOMES LIMITED)
acting by a Director MALCOLM COLIN JOHN JARVIS)

DocuSigned by:
[Redacted Signature]

Signature of Director – **MALCOLM COLIN JOHN JARVIS:** _____

In the presence of

DocuSigned by:
[Redacted Signature]

Signature of witness: _____

Name of witness: _____

Eloise Fisher

Address of witness: ~~INSERT WITNESS HOME ADDRESS HERE~~
20 BROADMEAD, ASHFORD TN23 5LJ

Occupation of witness: ~~INSERT WITNESS OCCUPATION HERE~~
CERTIFIED CHARTERED ACCOUNTANT 2/11/23

EXECUTED as a Deed by)
JARVIS LAND UK LIMITED)
acting by a Director MALCOLM COLIN JOHN JARVIS)

Signature of Director DocuSigned by: [Redacted]
40F62F2E2CE445B...

In the presence of

Signature of witness: DocuSigned by: [Redacted]
B649C959BAFE4C2...

Name of witness: Eloise Fisher

Address of witness: 20 Blenheim, Ashford TN23 5LJ [Redacted] 2/11/23
~~INSERT WITNESS HOME ADDRESS HERE~~

Occupation of witness: CERTIFIED CHARTERED ACCOUNTANT [Redacted] 2/11/23
~~INSERT WITNESS OCCUPATION HERE~~

SIGNED as a Deed by)
BRIGID LESLEY O'HANLON) DocuSigned by: [Redacted]
CAASD6BCDD278B1...

In the presence of

Signature of witness: DocuSigned by: [Redacted]
4D1C89B258DF4F1...

Name of witness: Sally Robertson

Address of witness: 53 Stapleton Road London SW17 8AY

Occupation of witness: Executive Assistant

SIGNED as a Deed by)
JESSICA EMMA O'HANLON) DocuSigned by: [Redacted]
C96F6D3ADB30R09...

In the presence of

Signature of witness: DocuSigned by: [Redacted]
4D1C89B258DF4F1...

Name of witness: Sally Robertson

Address of witness: 53 Stapleton Road London SW17 8AY

Occupation of witness: Executive Assistant

SIGNED as a Deed by
HUGH FERRIDGE

)
) DocuSigned by:
[Redacted Signature]
3A2CE15885DB408...

In the presence of

Signature of witness:

DocuSigned by:
[Redacted Signature]
A7603E9BF277421...

Name of witness:

Fr. Thomas Robertson

Address of witness:

5607 Massachusetts Avenue, Bethesda, Maryland 20816

Occupation of witness:

Reverend

SIGNED as a Deed by
JULIET ANN ALLISON

)
) DocuSigned by:
[Redacted Signature]
B27BE8A7D7854FC...

In the presence of

Signature of witness:

DocuSigned by:
[Redacted Signature]
CAA029F221FB4CA...

Name of witness:

Skye Simmons

Address of witness:

39 St Margaret's Street Canterbury CT1 2TX

Occupation of witness:

Legal Secretary

SIGNED as a Deed by
CAROLINE JANE FISHER

)
) DocuSigned by:
[Redacted Signature]
16E0536PBD92049C...

In the presence of

Signature of witness:

DocuSigned by:
[Redacted Signature]
21A77E384FF248D...

Name of witness:

Simon Parsons

Address of witness:

12 Elm Close, whitchurch, SY131UG

Occupation of witness:

Project Manager

EXECUTED as a Deed by)
PENTLAND HOMES LIMITED)
acting by two directors)

Signature of Director – PAUL JAMES ROSBROOK:

DocuSigned by:
[Redacted Signature]
60F2BA426409433...

Signature of Director – PETER REED:

DocuSigned by:
[Redacted Signature]
41C88D688193405...

SIGNED as a Deed by)
GEOFFREY EDWARD NELSON HOMEWOOD)

DocuSigned by:
[Redacted Signature]
908E9912E5E2E797...

In the presence of

Signature of witness:

DocuSigned by:
[Redacted Signature]
1F00BF66C14343E...

Name of witness:

Louise Baker

Address of witness:

14 Cryol Road, Ashford, Kent, TN23 5AG

Occupation of witness:

Administrator

SIGNED as a Deed by)
RICHARD JAMES HOMEWOOD)

DocuSigned by:
[Redacted Signature]
008A2D888568418...

In the presence of

Signature of witness:

DocuSigned by:
[Redacted Signature]
F3BF01680DE0407...

Name of witness:

Tracey Streater

Address of witness:

The Granary, Uffington Court Farm, Adisham Road

HOUSE-KEEPER

2/11/23

Occupation of witness:

~~INSERT WITNESS OCCUPATION HERE~~