

Dated:

2024

**Deed under section 106 of the
Town and Country Planning Act 1990**

between

(1) Hodson Developments (CG Four) Limited

(2) Together Commercial Finance Limited

(3) Zorin Avenue Lend Co 1 Designated Activity
Company

(4) Ashford Borough Council

(5) The Kent County Council

relating to land

north of Possingham Farmhouse Ashford Road Great Chart Kent TN26 1JR

Planning Application Number: 22/00571/AS (Outline)

Appeal reference number APP/E2205/W/24/3345454

DS54-0914 CJW/CAP

T W Mortimer, LL.B., Solicitor

Solicitor to the Council and Monitoring Officer

Ashford Borough Council

Civic Centre

Tannery Lane

Ashford

TN23 1PL

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THIS DEED IS DATED THE

DAY OF

2024

AND IS MADE BETWEEN:

- (1) **HODSON DEVELOPMENTS (CG FOUR) LIMITED** (Co Reg. No.-11680007) of Office 9 55 Park Lane London W1K 1NA ("**the Owner**"); and
- (2) **TOGETHER COMMERCIAL FINANCE LIMITED** (Co Reg. No. 2058813) whose registered office is at Lake View Lakeside Cheadle SK8 3GW ("**the First Mortgagee**") and
- (3) **ZORIN AVENUE LEND CO 1 DESIGNATED ACTIVITY COMPANY** (Incorporated in Ireland) whose registered office is at 2nd Floor Palmerston House Febian Street Dublin 2 DO2 WD37 Ireland ("**the Second Mortgagee**") and
- (4) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("**the Council**"); and
- (8) **THE KENT COUNTY COUNCIL** of Sessions House, County Hall, Maidstone ME14 1XQ ("**the County Council**")

INTRODUCTION

- (A) The Owner is registered at the Land Registry under title TT104257 as proprietor of the freehold title of the Site subject to Mortgages in favour of the First Mortgagee and the Second Mortgagee but otherwise free from incumbrances
- (B) By a Mortgage the Site being in title TT104257 was charged by way of legal mortgage dated 30 August 2019 to the First Mortgagee to secure the principal and other monies mentioned in it and this Mortgage has priority over any other Mortgage on title TT104257
- (C) By a Mortgage the Site being in title TT104257 was further charged by way of legal mortgage dated 9 February 2021 to the Second Mortgagee to secure the principal and other monies mentioned in it
- (D) 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
- (E) The County Council is a local planning authority the local highway authority the education authority the library authority the waste disposal authority and the

authority responsible for the provision of social services children’s and youth services and is a partner with the national health service to deliver the Government White Paper pilot: “*Our health, our care, our say; a new direction for community services*” for the area within which the Site is situated

- (F) The ICB is the national health service authority responsible for health services for the area within which the Site is situated
- (G) The Owner submitted the Planning Application for the Development to the Council
- (H) The Council by its Planning Committee held on 13 December 2023 resolved to refuse the Planning Application and a decision notice refusing the Planning Application was issued on 14 December 2023 and which is now the subject of the Appeal

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 (as amended)
Appeal	the appeal against a refusal of planning permission lodged with the Planning Inspectorate by the Owner and given the reference number APP/E2205/W/24/3345454
Chilmington Green Site	The land encompassing all land identified in the adopted Chilmington Green Area Action Plan adopted by the Council and which has the benefit of outline planning permission with reference 12/00400/AS and as amended by permissions under s73 of the Act as well as detailed permissions in respect of parts of the site

<p>Commencement of Development</p>	<p>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 works of demolition site clearance (including removal of existing landscaping), archaeological investigations, ground investigations for the purpose of assessing ground conditions, remedial action in respect of any contamination or other adverse ground conditions, site survey works, 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 phrases such as "Commence the Development" and "the Development having been Commenced" shall be construed accordingly)</p>
<p>Developer Contributions Monitoring Officer</p>	<p>the Council's Developer Contributions Monitoring Officer for the time being of the holder of any successor post including any appointed agent</p>
<p>Development</p>	<p>the development of up to 655 residential dwellings (including 30% affordable dwellings) and access (excluding internal circulation routes) with all other matters reserved in accordance with the Planning Permission</p>
<p>Development Managers</p>	<p>any of the persons who from time to time hold (or act in) the posts of the Assistant Director of Planning and Development Strategic Development and Delivery Manager or Planning Applications and Building Control Manager with the Council or any replacement for those posts or such other person to whom the Council or its planning committee may delegate powers from time to time in connection with the Planning Application or Planning Permission</p>

Dwelling	each and every dwelling to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition)
Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Inspector	the planning inspector appointed by the Planning Inspectorate who has responsibility for determining the Appeal
Interest	interest at a rate equal to 6% (six percentage points) above the Bank of England base rate from time to time
ICB	NHS Kent and Medway ICB of 2 nd Floor Lower Stone Street Maidstone Kent ME15 6NB (or such other successor organisation in force at the time the Health Care Contribution is passed to the Council)
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

Management Body	either the Stewardship Body under Model A or B of schedule 20A or the Management Company under schedule 20B
Mortgage	any mortgage or legal charge made between the Owner and any one of the First Mortgagee or the Second Mortgagee
Mortgagee	The First Mortgagee and the Second Mortgagee
Phase	A phase of the Development as illustrated on the Phasing Plan and approved by the Council on a part of the Site and which is subject to a Reserved Matters application for the approval of Dwellings.
Phasing Plan	the plan to be submitted to the Council prior to the submission of the first Reserved Matters application for approval by the Council and which illustrates the individual Phases of Development and the order in which they will be delivered
Planning Application	the application for planning permission for the Development submitted to the Council by the Owner and given reference number 22/00571/AS and shall include any planning application relating to the Site which the Head of Planning and Development (or her successor in function) agrees in writing is substantially similar to application for planning permission given reference number 22/00571/AS
Planning Inspectorate	the Secretary of State's planning inspectorate of Room 3J Kite Wing Temple Quay House 2 The Square Bristol BS1 6PN who have responsibility for the determining of valid planning appeals in England

Planning Permission	the outline planning permission to be granted for the Planning Application pursuant to the Appeal and any planning permission granted pursuant to an application under section 73 of the Act relating to permission 22/00571/AS (a “ Subsequent Permission ”) and any planning permission granted pursuant to an application under section 73 relating to a Subsequent Permission (also a “Subsequent Permission”)
Queen’s Platinum Jubilee Park	means the land at the Queen’s Platinum Jubilee Park as shown marked DP1 DP2 DP3 and S3 on Drawing ref: 00122_OPA_06R2 appended to this deed
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 Housing, Communities and Local Government or any other minister of authority for the time being entitled to exercise the powers given for the Appeal and the Inspector as the context dictates
Site	the land known as land north of Possingham Farmhouse Ashford Road Great Chart Kent TN26 1JR and shown edged red on the Site Plan
Site Plan	the plan showing the Site in drawing number 29892A_10 Revision G1 and named ‘Site Location Plan’ prepared by Clague Architects and dated September 2024 appended to this deed (or such replacement drawing as shall be agreed in writing by the Council)
Small Dwelling	any one-bed Dwelling of less than 56 square metres gross internal area

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
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or any day falling between Christmas Day and New Year's Day

- 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 an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act of Parliament or deriving validity from it

2 Legal Basis and Enforceability

- 2.1 This deed will be registered as a local land charge 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 (subject to the provisions of clause 14) the Mortgagee for the purpose of section 106 of the Act and are enforceable by the Council in full and in part by the County Council (as appropriate) as local planning authorities
- 2.3 To the extent that any of the obligations contained in this deed are not planning obligations within the meaning of the Act they are entered into pursuant to powers contained in section 111 of the Local Government Act 1972 and Sections 1 to 8 of the Localism Act 2011 and all other enabling powers
- 2.4 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
- 2.5 No person who is a Registered Provider of Social Housing (or 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)) and who has acquired a legal interest in the Site which comprises the Affordable Housing Land pursuant to the provisions in schedule 3 of this deed shall be bound by any positive planning obligation to pay a financial contribution BUT FOR THE AVOIDANCE OF DOUBT such a person shall be bound by all other restrictions covenants and obligations in accordance with the terms of this deed

- 2.6 The obligations 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
- 2.7 The Secretary of State shall have the right to expressly state in his decision letter whether any covenant or obligation in this deed shall be disapplied by virtue of being unnecessary or otherwise failing to meet all of the statutory tests set out in regulation 122 of the Community Infrastructure Regulations 2010. This shall be referred to as the "Strike Out Clause". Any such covenant or obligation identified in the decision letter of the Secretary of State shall not be enforceable by the Council or the County Council but shall not affect the lawfulness of any other covenants and obligations in the deed which shall continue to be enforceable by the Council or the County Council
- 2.8 The Secretary of State is requested to determine
 - 2.8.1 Schedules 1 (paragraphs 2.9-2.14 only - Quality Monitoring Fee) 6 (Art and Creative and Creative Industries Contribution) 8 (Community Building Contribution) 10 (Health Care Contribution) 12 (Indoor Sport Contribution) 13 (Libraries Contribution) 14 (Outdoor Sports Contribution) 16 (Secondary School Contribution) 22 (Strategic Parks Contribution) and Schedule 26 (Waste Disposal Contribution) whether any such contribution should be payable
 - 2.8.2 at Schedule 19 (Provision of Bus Services) whether the Bus Service as defined under Option A or under Option B should be delivered

2.8.3 at Schedule 20 (Management Body) whether Option A for the Stewardship Body should be delivered or Option B for the Management Company should be delivered

2.8.4 at Schedule 21 (Stodmarsh Mitigation) whether paragraphs 3.3 3.4 and 3.5 should be included in the deed

2.8.5 at Schedule 23 (S.278 Highway Works/A28 Dualling Contribution) whether Option A requiring the S.278 Highway Works to be delivered at the Development or Option B for the payment of the A28 Dualling Contribution should be delivered

3 Third Parties

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

4 Owner's covenants

The Owner covenants with 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

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

6 Conditions precedent

6.1 This deed is conditional upon

6.1.1 the grant of the Planning 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 which shall come into effect immediately upon completion of this deed

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 Appeal is dismissed by the Secretary of State or the Planning Permission is quashed revoked or otherwise withdrawn without the consent of the Owner or expires before 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 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 his entire interest in the Site or his 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 Change of Ownership

The Owner agrees with the Council and the County Council to give the Council and the County Council prompt written notice pursuant to clause 9 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 or unit of occupation purchased by reference to a plan the date of the transfer and the nature of the interest transferred provided that this shall not apply in respect of the sale of individual Dwellings.

9 Notices

- 9.1 Any notice or other written communication or information to be submitted for approval 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

9.2 A notice or communication shall be served or given

9.2.1 on the 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

9.2.2 on the Mortgagee 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 and

9.2.3 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 Developer Contributions Monitoring Officer and/ or

by email to S106@ashford.gov.uk and 9.2.4 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 22/00571/AS and/or by email to developer.contributions@kent.gov.uk

10 Approvals

10.1 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)

10.2 For the avoidance of doubt any decision given by the Council in or by way of a decision notice shall not be an approval under this deed

11 Jurisdiction and legal effect

11.1 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

- 11.2 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
- 11.3 The parties to this deed agree that no waiver (whether expressed or implied) by the Council or 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 Council or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 11.4 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 local planning authority and in the exercise of its functions rights powers duties and obligations under all public and private statutes bylaws orders and regulations which may be fully and effectually exercised as if the Council and the County Council were not party to this deed

12 Interest and VAT

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 Legal Fees

On completion of this deed the Owner will pay to the Council and the County Council their reasonable legal costs incurred in relation to this deed

14 Position of the Mortgagee

The Mortgagee acknowledges and declares that this deed is entered into by the Owner with its consent and that the Site or part thereof is bound by the obligations contained in this deed and that the security of the relevant Mortgage takes effect subject to this deed provided that the Mortgagee and any subsequent person or body with the benefit of a legal charge over the Site shall

in that capacity have no liability under this deed unless it takes possession of the Site or part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

15. Forward Funding

If the Council or the County Council forward-funds any project facility infrastructure or other expenditure from its own resources 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 treat it as being immediately expended for the purpose for which the forward-funding was expended

16. Dispute Resolution

16.1 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")

16.2 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

- 16.3 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
- 16.4 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.

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 Development on a specified date no earlier than 4 weeks and no later than 6 weeks after the date of service of the notice
County Council Monitoring Fee	the sum of £7,200 (Seven thousand and two hundred pounds) towards the County Council's costs of monitoring compliance with the provision of this deed
Index (County Council Monitoring Fee)	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index (Monitoring Fee)	the Retail Price Index as published by the Office for National Statistics or any other successor organisation
Index (Quality Monitoring Fee)	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraphs 2.7 and 2.13 of this schedule
Monitoring Fee	the sum of £500.00 (Five hundred pounds) per annum towards monitoring compliance with the

	provision of this deed and the Planning Permission
Quality Monitoring Fee	the sum of £90.00 (Ninety pounds) per house and £45.00 (Forty five pounds) per flat towards monitoring of the Development to ensure that the approach to design quality is delivered in accordance with details approved pursuant to the Planning Permission any Reserved Matters and pursuant to discharge of any conditions attached to the Planning Permission

2. Owner’s covenants

The Owner covenants with the Council and the County Council as follows

Progress of the Development

- 2.1. To serve the Commencement Notice on the Council and the County Council prior to the Commencement of Development
- 2.2. Not to Commence Development before the Commencement Notice is served on the Council and the County Council and the date specified in the Commencement Notice has arrived unless otherwise agreed in writing by the Council
- 2.3. To give the Council and the County Council notice in writing of
 - 2.3.1. the date of first Occupation of any Dwelling
 - 2.3.2. the date of Occupation of 25% of the Dwellings
 - 2.3.3. the date of Occupation of 50% of the Dwellings
 - 2.3.4. the date of Occupation of 75% of the Dwellings
 - 2.3.5. the date of Occupation of 100% of the Development

2.3.6. the date of Occupation of 75% of the Open Market Dwellings

2.4. To give the Council and the County the notices specified in 2.3.1 to 2.3.5 no later than within 10 Working Days of the date of Occupation specified in 2.3.1 to 2.3.5

Monitoring Fee

2.5. To pay the Monitoring Fee Index-Linked to the Council prior to the Commencement of Development and on each anniversary of the date of the Commencement of the Development until the Development is completed

2.6. Not to Commence the Development until the Owner has paid the Monitoring Fee to the Council pursuant to paragraph 2.5 above

2.7. The Monitoring Fee due and payable in paragraph 2.5 shall be increased using the following formula

$$\left(\begin{array}{l} \text{most recently published} \\ \text{index figure for the Index} \\ \text{(Monitoring Fee) when the} \\ \text{payment is due} \end{array} \right) \div \left(\begin{array}{l} \text{Quarterly index figure} \\ \text{last published before} \\ \text{the date of the Planning} \\ \text{Permission} \end{array} \right) \times \text{Monitoring Fee (or} \\ \text{portion if appropriate)}$$

2.8. 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 considers a comparable index

Quality Monitoring Fee

2.9. To pay 25% (Twenty five percent) of the Quality Monitoring Fee Index-Linked to the Council prior to the Commencement of Development

2.10. Not to Commence the Development until the Owner has paid 25% (Twenty five percent) of the Quality Monitoring Fee to the Council

- 2.11. To pay the remaining 75% (Seventy five percent) of the Quality Monitoring Fee Index-Linked to the Council prior to the Occupation of 50% (Fifty percent) of all Dwellings approved by the Reserved Matters for the Development
- 2.12. Not to Occupy more than 50% (Fifty percent) of Dwellings approved by the Reserved Matters for the Development until the Owner has paid the remaining 75% (Seventy five percent) of the Quality Monitoring Fee to the Council
- 2.13. The Quality Monitoring Fee payment due and payable in paragraphs 2.9 and 2.11 shall be increased using the following formula

$$\left(\begin{array}{l} \text{most recently published} \\ \text{index figure for the Index} \\ \text{(Quality Monitoring Fee)} \\ \text{when the payment is due} \end{array} \right) \div \left(\begin{array}{l} \text{Quarterly index figure} \\ \text{last published before} \\ \text{the date of the Planning} \\ \text{Permission} \end{array} \right) \times \begin{array}{l} \text{Quality Monitoring} \\ \text{Fee (or portion if} \\ \text{appropriate)} \end{array}$$

- 2.14 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 considers a comparable index

County Council Monitoring Fee

- 2.15. To pay the County Council Monitoring Fee Index-Linked to the County Council prior to the Commencement of Development
- 2.16. Not to Commence the Development until the Owner has paid the County Council Monitoring Fee Index-Linked to the County Council pursuant to paragraph 2.15 above
- 2.17. The County Council Monitoring Fee due and payable in paragraph 2.15 shall be Index-Linked using the following formula

most recently published
 index figure for the Index
 (County Council Monitoring ÷
 Fee) when the payment is
 due

Quarterly index figure
 published for Q1 2022

County Council
 Monitoring Fee (or
 portion if appropriate)

$$\left(\frac{\text{most recently published index figure for the Index}}{\text{County Council Monitoring Fee}} \right) \times \left(\frac{\text{Quarterly index figure published for Q1 2022}}{\text{County Council Monitoring Fee}} \right)$$

2.18. 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 County Council considers a comparable index

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	towards the provision of specialist housing provision in the Council's area which may include the adaption of community facilities, provision of technology and equipment to promote independence in the home, provision of multi-sensory facilities and changing places facilities in the Council's administrative area
Adult Social Care Contribution	the sum of £180.88 (One hundred and eighty pounds and eighty eight pence) multiplied by the number of Dwellings in the Development towards the capital costs of Adult Social Care
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and County Council as follows

- 2.1. To pay to the Council the Adult Social Care Contribution Index-Linked in the following instalments
 - 2.1.1. 50% of the Adult Social Care Contribution prior to the Occupation of 25% of the Dwellings and
 - 2.1.2. the balance of the Adult Social Care Contribution prior to the Occupation of 50% of the Dwellings
- 2.2. Not to Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Adult Social Care Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

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

- 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 County Council considers a comparable index

3. The Council's covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the Adult Social Care Contribution has been paid in full to the Council and

3.1.2. the Adult Social Care Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Adult Social Care Contribution from the person who made the final instalment of the Adult Social Care Contribution

3.1.4. the Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Adult Social Care Contribution which is not committed to be spent to the person who paid the final instalment of the Adult Social Care Contribution

Schedule 3 Affordable Housing and Wheelchair Use Dwellings

1. Definitions

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

Affordable Dwellings	<p>30% (Thirty percent) of the total number of Dwellings (rounded up to the nearest whole number) together with all associated vehicle and cycle parking and bin storage to be provided on the Affordable Housing Land of which:</p> <p>i) 10% (Ten percent) of the total number of Dwellings shall be provided as Affordable Rented Units and</p> <p>ii) 20% (Twenty percent) of the total number of Dwellings shall be provided as affordable home ownership products agreed with the Council with at least 10% (Ten percent) of the total number of Dwellings being provided as Shared Ownership Units</p> <p>and which are to be transferred to a Registered Provider of Social Housing in accordance with the provisions of this schedule</p>
Affordable Housing Land	<p>those parts of the Site identified and shown edged red on the Affordable Housing Plan which shall set be set aside for the Affordable Dwellings together with such rights and easements over Site to provide access to the Affordable Dwellings and such entrance ways corridors parking and storage areas and other</p>

	ancillary areas as are necessary for their enjoyment
Affordable Housing Plan	the affordable housing plan for the relevant Reserved Matters application as part of the Affordable Housing Scheme submitted pursuant to paragraphs 2.1 and 2.2 of this schedule
Affordable Housing Scheme	the scheme detailing the plot numbers the tenure the type the number of bedrooms the number of bedspaces the size of the bedrooms and the floorspace of the Affordable Dwellings and Wheelchair Use Dwellings for the relevant Reserved Matters application to be submitted and approved pursuant to paragraphs 2.1 and 2.2 of this schedule
Affordable Rent	chargeable rent at a level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable local housing allowance rate for the Council's area (whichever is the lower)
Affordable Rented Units	those Affordable Dwellings identified as affordable rented units in the Affordable Housing Scheme and on the Affordable Housing Plan
Designated Protected Area	any area identified in and designated by The Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009
Homes England	the body known as The Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 or any

	successor body performing a similar function carrying on substantially the same grant and regulatory making functions
Homes England's East and South East Operating Area	consists of the counties of Buckinghamshire Cambridgeshire East Sussex Essex Hertfordshire Kent Norfolk Suffolk Surrey and West Sussex and the unitary authorities of Brighton & Hove and Medway
Long Lease	a lease for a term of a minimum of 990 (Nine hundred and ninety) years at a service charge which (save as provided for in Schedule 20) relates only to the building within which the Affordable Rented Units and/or Shared Ownership Units are located and any curtilage and common parts (other than those which exclusively serve any other part of the Site) and which is unencumbered.
Nominations Agreement	a written agreement between the Council and the RPSH which deals with procedures for nominations into affordable housing and which prioritises eligible persons in housing need who are nominated by the Council
Open Market Dwellings	those Dwellings permitted under the Planning Permission which are not Affordable Dwellings
Practical Completion	the issue of a certificate of practical completion by the Owner's architect or in the event that the Affordable Dwellings are constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect

<p>Registered Provider of Social Housing (or RPSH)</p>	<p>the Council in its capacity as housing authority or another provider of social housing registered with the Regulator of Social Housing who has signed a Nominations Agreement with the Council in its capacity as housing authority or any other provider of social housing otherwise approved by the Council</p>
<p>Regulator of Social Housing (or RSH)</p>	<p>the body known as the Regulator of Social Housing (or any successor to its functions) being the executive non-departmental public body that regulates registered providers of social housing</p>
<p>Shared Ownership Lease</p>	<p>a lease which accords with Homes England's model form of lease issued from time to time and contains a prohibition on staircasing beyond 80% where the Shared Ownership Unit is located in a Designated Protected Area</p>
<p>Shared Ownership Units</p>	<p>those Affordable Dwellings identified as shared ownership units in the Affordable Housing Scheme and on the Affordable Housing Plan</p>
<p>Wheelchair Use Dwelling</p>	<p>a Dwelling designed to meet the requirements of a category 3 – wheelchair user dwelling 'M4(3b)' as described in Approved Document M of the Building Regulations 2010 – 'Access to and use of buildings' to allow simple adaptation of the Dwelling to meet the needs of occupants who use wheelchairs or meet the needs of occupants who use wheelchairs</p>

2. Owner's Covenants

The Owner covenants with the Council as follows:

Provision of Affordable Housing and Wheelchair Use Dwellings

- 2.1. to submit to the Council drafts of the Affordable Housing Scheme and the Affordable Housing Plan prior to the approval of each Reserved Matters
- 2.2. to obtain the joint Development Managers approval in writing for the Affordable Housing Scheme and the Affordable Housing Plan alongside the submission of each Reserved Matters
- 2.3. to provide 30% (Thirty percent) of the Dwellings (rounded up) as affordable housing with one third being Affordable Rented Units and two thirds being affordable home ownership products (with one third being Shared Ownership Units) in accordance with the Affordable Housing Scheme and the Affordable Housing Plan
- 2.4. to deliver a maximum of 7.5% (Seven and a half percent) of all Affordable Rented Units provided pursuant to the Planning Permission and Reserved Matters approval as Wheelchair Use Dwellings
- 2.5. to provide the Wheelchair Use Dwellings in accordance with the Affordable Housing Plan
- 2.6. to ensure that the Affordable Dwellings are not visually distinguishable from the Open Market Dwellings based on their external appearance unless expressly agreed otherwise in writing by the Development Managers
- 2.7. not to Occupy more than 75% (Seventy five percent) of the Open Market Dwellings in any Phase until
 - 2.7.1. all of the Affordable Dwellings in that Phase have achieved Practical Completion and have been made ready for residential Occupation and
 - 2.7.2. the freehold of the Affordable Housing Land in that Phase has been transferred to the Registered Provider of Social Housing (in the case of

flats a Long Lease at peppercorn ground rent may be granted instead if the Registered Provider of Social Housing agrees) and evidence of the transfer has been provided to the Council

3. Affordable Rented Units

3.1. not to Occupy the Affordable Rented Units other than

3.1.1. by a tenant of a Registered Provider of Social Housing and

3.1.2. at an Affordable Rent

3.2 not to let the Affordable Rented Units other than in accordance with the Nominations Agreement

4. Shared Ownership Units

4.1. not to Occupy the Shared Ownership Units 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. an initial purchase share in the range of 10% - 75% equity dependent upon the ability of the purchasers to obtain finance

4.1.2.2. rent for the outstanding equity at an average over all the Shared Ownership Units taken together of 2.75% (but with a maximum for any individual Shared Ownership Unit of 3%) of the value of the outstanding equity and thereafter increasing in accordance with Homes England's guidance for rental increases on shared ownership homes

4.1.2.3. the ability but no obligation to purchase additional shares of equity of 1% increments for 15 (Fifteen) years and 5 or more at any one time at a valuation to be independently determined up to 100% or such other lower percentage as may be set out in the Shared Ownership Lease where the Shared Ownership Unit is located in a Designated Protected Area

- 4.2. not to lease the Shared Ownership Units unless they have first been marketed for a minimum period of three months in accordance with the latest published government guidance and eligibility criteria for potential leaseholders issued to RPSH's

5. General Provisions

- 5.1. unless otherwise agreed by the Development Managers or directed by Homes England any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from the right to buy or right to acquire an Affordable Rented Unit shall be used by the Registered Provider of Social Housing to re-invest in affordable housing within (in order of priority)

5.1.1. the local authority district of Ashford

5.1.2. then neighbouring councils sharing an administrative boundary with Ashford or comprising the same housing market area as Ashford borough

5.1.3. then elsewhere in the County of Kent and

5.1.4. then Homes England's East and South East Operating Area (but excluding the county of Kent and Rother District Council)

with priority given to the provision of new dwellings for Affordable Rent

6. Exclusions

The obligations in this schedule are subject to the following

- 6.1. In the event that the Registered Provider of Social Housing is unable to lease an Affordable Rented Unit for not less than 6 (six) months and has not been able to identify a purchaser the Registered Provider of Social Housing shall be able to let that Affordable Rented Unit as an Shared Ownership Unit instead subject to the provisions of paragraph 3 of this schedule
- 6.2. Where the provisions of paragraph 6.1 above apply the Registered Provider of Social Housing shall notify the Council's Assistant Director Housing in writing

within 28 (Twenty Eight) days of any such unit being let as an Affordable Rented Unit

- 6.3. The Council shall not 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) ("**Freehold Chargee**")
 - (b) Any person (other than a Registered Provider of Social Housing) deriving title from a Freehold Chargee

PROVIDED THAT any such Freehold Chargee

- (i) shall prior to seeking to dispose of the Affordable Housing Land (or part thereof) serve a notice on the Council advising that a power of sale has become exercisable and of its intention to dispose of the Affordable Housing Land (or part thereof) and
- (ii) shall have used reasonable endeavours over a period of 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

- 6.4 For the avoidance of doubt if the transfer to the Registered Provider of Social Housing or the Council has not been completed within 12 weeks from the date the Council received the written notice set out in paragraph 6.3(i) the Freehold 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 part of the Affordable Housing Land (or part thereof)

6.5 Nothing in this paragraph requires the Freehold 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 Freehold Chargee disposes of that land (including all accrued principal monies, interest, costs and expenses)

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

(a) (i) give written notice to the Development Managers that a power of sale has become exercisable in respect of the lease of that Shared Ownership Unit and that the Leasehold Chargee shall be exercising the right to staircase to 100% ownership under the lease of that Shared Ownership Unit and

(iii) then exercise the right to staircase to 100% ownership under the lease of that Shared Ownership Unit and sell it free from the obligations in this Schedule which shall cease to apply to that Shared Ownership Unit

OR

(b) (i) give written notice to the Development Managers that the power of sale of the lease of a Shared Ownership Unit has become exercisable and

(ii) use reasonable endeavours to complete the disposal of the lease of that Shared Ownership Unit to a person who qualifies for occupation of a Shared Ownership Unit under the Council's current eligibility

criteria for the leaseholder of such a unit ("**Qualifying Occupant**") within a period of 12 weeks from the date the Development Managers received the written notice under paragraph (b) (i) and

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

Nothing in this paragraph 6.6 requires the Leasehold Chargee to act contrary to its legal duties

6.7 The covenants in this schedule shall cease to apply to

- 6.7.1 a tenant of an Affordable Rented 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
- 6.7.2 the leaseholder of a Shared Ownership Unit where the leaseholder (or the Leasehold Chargee enforcing its security) has staircased to 100% ownership under their lease

Schedule 4 Allotments 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

Allotments	towards qualitative improvements to existing and/or proposed allotments and/or community gardens within the Chilmington Green Site and/or provision of new additional and/or improved allotments at Cryol Road and/or Beaver Field to a value of £168,990.00 (One hundred and sixty eight thousand nine hundred and ninety pounds)
Allotments Contribution	the sum calculated by multiplying the number of Dwellings in the Development by (1) £258.00 (Two hundred and fifty eight pounds) towards the capital costs of the Allotments and (2) £66.00 (Sixty six pounds) towards the maintenance of the Allotments
Allotments Scheme	a scheme: i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Allotments across the Site and/or the Chilmington Green Site ii. detailing how the Allotments shall be laid out constructed and delivered and thereafter maintained and managed
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
Index-Linked	index-linked in accordance with this paragraph 2.3 of this schedule
Final Certificate	a certificate issued by the Council when it is satisfied that the Allotments have been provided laid out and landscaped in accordance with the approved Allotments Scheme

2. Owner's Covenants

2.1 The Owner covenants as follows

2.1.1. to submit to the Council for approval the Allotments Scheme prior to the Occupation of 50% of the Dwellings and not to Occupy more than 50% of the Dwellings until the Allotments Scheme has been submitted to the Council

2.1.2. to provide the Allotments in accordance with the approved Allotments Scheme prior to the Occupation of more than 75% of the Dwellings and not to Occupy more than 75% of the Dwellings until the Allotments have been provided in accordance with the approved Allotments Scheme

2.2. Or

2.2.1. to notify the Council in writing prior to the Occupation of 50% of the Dwellings of its intention to pay to the Council the Allotments Contribution; and

2.2.2. to pay to the Council the Allotments Contribution Index-Linked prior to the Occupation of 75% of the Dwellings and not to Occupy more than 75% of the Dwellings until the payment has been made

2.3. The Allotments Contribution (or portion of such contribution as appropriate) which may be payable in accordance with paragraph 2.2 shall be 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

$$\div \text{Index figure for quarter 3 of 2012 (namely 309.8)}$$

) × Allotments Contribution
 (or portion as appropriate)

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.

2.5. In the event that the Developer chooses to provide the Allotments in accordance with paragraph 2.1.2 of this Schedule:

2.5.1. Unless otherwise agreed in writing with the Council not to cause or permit the Occupation of more than 75% of the Dwellings until the Allotments have been laid out provided and landscaped in accordance with the approved Allotments Scheme and a Final Certificate for the Allotments has been issued by the Council.

2.5.2. After the Allotments have been provided laid out and/or landscaped in accordance with the approved Allotments Scheme to apply to the Council in writing requesting issue of the Final Certificate in respect of the Allotments

2.5.3. On receipt of the written request referred to in paragraph 2.5.2 of this schedule the Council may carry out an inspection of the Allotments within twenty (20) Working Days of receipt and if after inspection of the Allotments and the Council considers that the Allotments have been satisfactorily provided laid out and landscaped in accordance with the approved Allotments Scheme the Council may issue the Final Certificate in respect of the Allotments within twenty (20) Working Days of carrying out the inspection

2.5.4. If after inspection of the Allotments the Council considers that the Allotments have not been provided laid out and landscaped satisfactorily in accordance with the approved Allotments Scheme 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 Allotments up to the standard required by the approved Allotments Scheme and the procedures referred to in paragraphs 2.5.2 to 2.5.4 of this Schedule may be repeated until a Final Certificate has been issued in respect of the Allotments

2.5.5. From the date of issue of a Final Certificate for the Allotments the Owner shall make the Allotments available for use by the public in accordance with the approved Allotments Scheme for the lifetime of the Development

3. Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Allotments Contribution has been paid in full to the Council and

3.1.2. that the Allotments Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Allotments Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Allotments Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of

the Development to the person who paid the final instalment of Allotments
Contribution

Schedule 5 Amenity Open Space Land

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

Amenity Open Space Land	all those residual parts of the Site or Phase (as may be applicable) comprising verges and all areas not privately owned in and around Dwellings but excluding any public open space/play space provided and laid out in accordance with any Reserved Matters approval
Amenity Open Space Land Scheme	a scheme: i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Amenity Open Space Land across the Site or Phase (as may be applicable) and ii. detailing how the Amenity 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 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 iii. which sets out the detailed technical specification of all the works to be carried out on

	<p>the Amenity Open Space Land (including a soft landscaping plan and levels)</p> <p>iv. which sets out the estimated maintenance management and renewal costs of the Amenity Open Space Land and details of the ongoing funding of the Management Body to ensure such maintenance/management / renewal and</p> <p>v. setting out a mechanism for the review by the Council periodically ii necessary in consultation with the Management Body and where necessary the amendment of the Approved Amenity Open Space Land Scheme if it is deemed necessary to ensure that the Amenity Open Space Land is fit to use for its intended purpose 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 writing between the Owner and the Council from time to time</p>
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1.2 The requirements and obligations in this schedule should be read with and construed fully in accordance with all those detailed obligations in schedule 20 of this deed

2. Owner's Covenants

The Owner covenants with the Council as follows

2.1. To submit the Amenity Open Space Land Scheme to the Council for approval prior to Substantial Implementation and not to allow Substantial Implementation to take place until the Council have approved the Amenity Open Space Scheme (the '**Approved Amenity Open Space Land Scheme**')

- 2.2. To provide the relevant Amenity Open Space Land for the relevant Phase in accordance with the Approved Amenity Open Space Land Scheme prior to Occupation of 50% of the Dwellings in the relevant Phase and not to Occupy more than 50% of the Dwellings in the relevant Phase until the Amenity Open Space Land has been provided

Schedule 6 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 an Art and Creative Industries Purpose
Art and Creative Industries Purpose	the provision of public art or the delivery / enhancement of a facility proposed by the Management Company as approved by the Council in accordance with the Creative Chilmington Strategy 2019 agreed by the Chilmington Management Organisation
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
Index-Linked	index-linked in accordance with this paragraph 2.3 of this schedule

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 75% (Seventy five percent) of the Dwellings

- 2.2. Not to Occupy or permit the Occupation of more than 75% (Seventy five percent) 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 Art and Creative Industries 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

$$\div \text{Index figure for quarter 1 of 2019 (namely 355.6)} \times \text{Art and Creative Industries Contribution}$$

- 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. Council's covenants

- 3.1 The Council agrees with the Owner that in the event that
 - 3.1.1 the Art and Creative Industries Contribution has been paid in full to the Council and
 - 3.1.2 the Art and Creative Industries Contribution paid has not been committed in full towards the Art and Creative Industries Purpose within 10 years of the date of 100% Occupation of the Development and
 - 3.1.3 following the expiry of that 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 100% of the Dwellings

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 10 years of the date of 100% Occupation of the Development to the person who paid the Art and Creative Industries Contribution

Schedule 7 Children's and Young People's Play Space

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

Children's and Young People's Play Space	a minimum of 0.79 hectares (including buffer land) comprising play equipment and facilities to be delivered on Site or Phase (as may be applicable) pursuant to the Reserved Matters approvals and in accordance with the approved Children's and Young People's Play Space Scheme . The maximum capital cost ('Children's and Young People's Play Space Cap') of providing the Children's and Young People's Play Space is £354,355 Index Linked.
Children's and Young People's Play Space Scheme	a scheme: i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Children's and Young People's Play Space on the Site or Phase (as may be applicable) and ii. detailing how the Children's and Young People's Play Space shall be laid out constructed and delivered and thereafter maintained managed and renewed including provision and timing for removal of rubbish graffiti debris and litter, maintenance of any walls and fences and footpaths and boundaries in good condition, are otherwise removed and all other activities, and

	<p>iii. which sets out the detailed technical specification of all the works to be carried out on the Children’s and Young People’s Play Space</p> <p>iv. which sets out the estimated maintenance management and renewal costs of the Children’s and Young People’s Play Space and details of the ongoing funding of the Management Body to ensure such maintenance/management/renewal and</p> <p>v. setting out a mechanism for the review by the Council in consultation with the Management Body and where necessary the amendment of the Approved Children’s and Young People’s Play Space Scheme if it is deemed necessary to ensure that the Children’s and Young People’s Play Space is fit to use for its intended 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 or
Index-Linked	index–linked in accordance with this paragraph 3 of this schedule

1.2 The requirements and obligations in this schedule should be read with and construed fully in accordance with all those detailed obligations in schedule 20 of this deed

2. Owner’s Covenants

The Owner covenants with the Council as follows

- 2.1. To submit the Children’s and Young People’s Play Space Scheme to the Council for approval prior to Substantial Implementation
- 2.2. not to allow Substantial Implementation to take place beyond Substantial Implementation until the Council have approved the Children’s and Young People’s Play Space Scheme (the “**Approved Children’s and Young People’s Play Space Scheme**”)
- 2.3 To provide the Children’s and Young People’s Play Space for the relevant Phase in accordance with the Approved Children’s and Young People’s Play Space Scheme prior to Occupation of 50% of the Dwellings in the relevant Phase and not to Occupy more than 50% of the Dwellings in the relevant Phase until the Children’s and Young People’s Play Space has been provided
- 2.4 The Children’s and Young People’s Play Space Cap shall be index-linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the Children’s and} \\ \text{Young People’s Play Space} \\ \text{Scheme is approved} \end{array} \right) \div \left(\begin{array}{l} \text{Index figure for the} \\ \text{date of this deed} \end{array} \right) \times \begin{array}{l} \text{Children’s and} \\ \text{Young People’s} \\ \text{Play Space Cap} \end{array}$$

Schedule 8 Community Building Contribution

1. Definitions

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

Community Building	towards enhancement of an existing / proposed facility or towards the construction of an additional facility within the Chilmington Green Site
Community Building Contribution	the sum calculated by multiplying the number of Dwellings in the Development by (1) £1,870.83 (One thousand eight hundred and seventy pounds eighty three pence) towards the capital costs of the Community Building and (2) £528.33 (Five hundred and twenty eight pounds thirty three pence) towards the maintenance thereof
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
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants as follows

2.1. To pay to the Council the Community Building Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Community Building Contribution prior to the Occupation of 50% of the Dwellings and
- 2.1.2. the balance of the Community Building Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Community Building Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1.1 shall be 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	\div	Index figure for quarter 1 of 2019 (namely 355.6)	\times	Community Building Contribution (or portion as appropriate)
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- 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. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Community Building Contribution has been paid in full to the Council and
 - 3.1.2. that the Community Building Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Community Building Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Community Building Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of Community Building Contribution

Schedule 9 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	the provision of additional equipment and resources for the new learners at Adult Education Centres (“AECs”) and outreach provision within the Council’s administrative area which may include Ashford Gateway and Homewood School AECs
Community Learning Contribution	means the sum calculated by multiplying the number of Dwellings in the Development by £34.21 (Thirty four pounds and twenty one pence) towards Community Learning
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner’s Covenants

The Owner covenants with the Council and the County Council as follows

2.1. To pay to the Council the Community Learning Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Community Learning Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and
- 2.1.2. the balance of the Community Learning Contribution Index-Linked prior to the Occupation of 50% of the Dwellings
- 2.2. Not to Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Community Learning Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{The Index figure for} \\ \text{Q2 2022} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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 the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's Covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Community Learning Contribution has been paid in full to the Council and
 - 3.1.2. the Community Learning Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Community Learning Contribution from the person who made the final instalment of the Community Learning Contribution

3.1.4. the Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Community Learning Contribution which is not committed to be spent to the person who paid the final instalment of the Community Learning Contribution

Schedule 10 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	towards the refurbishment reconfiguration and/or extension of Woodchurch Surgery and/or Headcorn Surgery and/or towards new general practice premises development in the area including additional healthcare facilities on the Chilmington Green Site
Health Care Contribution	means the sum calculated by multiplying <ol style="list-style-type: none">(1) the number of 1-bed Dwellings in the Development by £504 (five hundred and four pounds) and(2) the number of 2-bed Dwellings in the Development by £720 (seven hundred and twenty pounds) and(3) the number of 3-bed Dwellings in the Development by £1008 (one thousand and eight pounds) and(4) the number of 4-bed Dwellings in the Development by £1260 (one thousand and two hundred and sixty pounds) and(5) the number of 5-bed or more Dwellings in the Development by £1728 (one thousand seven hundred and twenty eight pounds)
Index	shall means 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

Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule
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2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. To pay to the Council the Health Care Contribution Index-Linked in the following instalments
 - 2.1.1. 50% of the Health Care Contribution prior to the Occupation of 25% of the Dwellings and
 - 2.1.2. the balance of the Health Care Contribution prior to the Occupation of 50% of the Dwellings
- 2.2. The Owner will not Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. The Owner will not Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Health Care Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified} \\ \text{in this deed is made} \end{array} \right) \div \left(\begin{array}{l} \text{Quarterly index} \\ \text{figure last published} \\ \text{before the date of} \\ \text{the Planning} \\ \text{Permission} \end{array} \right) \times \begin{array}{l} \text{Health Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published 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 considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Health Care Contribution has been paid in full to the Council and

3.1.2. the Health Care Contribution is not passed or committed to be passed in full by the Council to the ICB within 10 years of the date of Occupation of 100% of the Development

3.1.3. following the expiry of that 10 year period the Council and the ICB have received a written request from the person who made the final instalment of the Health Care Contribution and

3.1.4. The Council has received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Health Care Contribution which is not committed to be passed to the ICB within 10 years of the date of Occupation of 100% of the Development to the person who paid the final instalment of the 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:

Informal Natural Green Space	a minimum of 3.14 hectares of the Site which shall be set aside and provided as informal open space pursuant to the Reserved Matters approvals
Informal Natural Green Space Scheme	a scheme: <ul style="list-style-type: none">i. showing by way of a scale plan at not less than 1:1250 the proposed areas and locations of the Informal Natural Green Space across the Site or Phase (as may be applicable) andii. detailing how the Informal Natural Green Space for the Site or Phase (as may be applicable) 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 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, andiii. which sets out the detailed technical specification of all the works to be carried

	<p>out on the Informal Natural Green Space (including a soft landscaping plan and levels) for the Site or Phase (as may be applicable)</p> <p>iv. which sets out the estimated maintenance management and renewal costs of the Informal Natural Green Space for the Site or Phase (as may be applicable) and details of the ongoing funding of the Management Body to ensure such maintenance/management / renewal and</p> <p>v. setting out a mechanism for the review by the Council periodically if necessary in consultation with the Management Body and where necessary the amendment of the Approved Informal Natural Green Space Scheme if it is deemed necessary to ensure that the Informal Natural Green Space for the Site or Phase (as may be applicable) 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 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 writing between the Owner and the Council from time to time</p>
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- 1.2 The requirements and obligations in this schedule should be read with and construed fully in accordance with all those detailed obligations in schedule 20 of this deed

2. **Owner's Covenants**

The Owner covenants with the Council as follows:

- 2.1. To submit the Informal Natural Green Space Scheme to the Council for approval prior to Substantial Implementation and not to allow Substantial Implementation to take place until the Council have approved the Informal Natural Green Space Scheme (the '**Approved Informal Natural Green Space Scheme**')
- 2.2. To provide the Informal Natural Green Space for the relevant Phase in accordance with the 'Approved Informal Natural Green Space Scheme' prior to Occupation of 50% of the Dwellings in the relevant Phase and not to Occupy more than 50% of the Dwellings in the relevant Phase until the Informal Natural Green Space has been provided

Schedule 12 Indoor 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

Indoor Sports	additional indoor sports provision to be provided at areas DP3 and S3 as shown on Queen's Platinum Jubilee Park
Indoor Sports Contribution	<p>the sum to be used towards Indoor Sports calculated by multiplying the number of Dwellings in the Development by</p> <p>(1) £83.08 (eighty three pounds and eight pence) towards the capital costs of 3G pitches and</p> <p>(2) £527.32 (five hundred and twenty seven pounds thirty two pence) towards the capital costs of the sports hall</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
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. To pay to the Council the Indoor Sports Contribution Index-Linked in the following instalments
 - 2.1.1. 50% of the Indoor Sports Contribution prior to the Occupation of 50% of the Dwellings and
 - 2.1.2. the balance of the Indoor Sports Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. the Indoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \\ \text{(namely 355.6)} \end{array} \right) \times \begin{array}{l} \text{Indoor Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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 considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that:
 - 3.1.1. the Indoor Sports Contribution has been paid in full to the Council and

3.1.2. that the Indoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Indoor Sports Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Indoor Sports Contribution which is not committed to be expended within 10 years of 100% Occupation of the Development to the person who paid the final instalment of Indoor Sports Contribution

Schedule 13 Libraries 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

Libraries	the provision of additional library resources, equipment and stock (including digital infrastructure and resources and reconfiguration of space) required in the Ashford urban area to mitigate the impact of the additional borrowing generated by the Development
Libraries Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £62.63 (Sixty-two pounds and sixty three pence) towards the cost of Libraries
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 this schedule

2. Owner's covenants

The Owner covenants with the Council and the County Council as follows

- 2.1. To pay to the Council the Libraries Contribution Index-Linked in the following instalments
 - 2.1.1. 50% of the Libraries Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and
 - 2.1.2. the balance of the Libraries Contribution Index-Linked prior to the Occupation of 50% of the Dwellings
- 2.2. Not to Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Libraries Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

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

- 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 County Council considers a comparable index

3. The Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Libraries Contribution has been paid in full to the Council and

3.1.2. the Libraries Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Libraries Contribution from the person who made the final instalment of the Libraries Contribution

3.1.4. The Council has received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Libraries Contribution which is not committed to be spent to the person who paid the final instalment of the Libraries Contribution

Schedule 14 Outdoor 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:

Outdoor Sports	towards qualitative and quantitative improvements outdoor sports pitch provision at areas DP3 and S3 as shown on the Queen's Platinum Jubilee Park or in the district of Ashford at the hubs identified in the Ashford Local Plan 2030
Outdoor Sports Contribution	the sum to be used towards outdoor sports calculated by multiplying the number of Dwellings in the Development by (1) £500 (five hundred pounds) towards the capital costs of the Outdoor Sports and (2) £358 (three hundred and fifty eight pounds) towards the maintenance thereof
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

Index-Linked	Index-linked in accordance with paragraph 2.3 of this schedule
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2. Owner’s Covenants

The Owner covenants with the Council as follows:

- 2.1. to pay to the Council the Outdoor Sports Contribution Index-Linked prior to the Occupation of 75% of the Dwellings
- 2.2. not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1. has been made
- 2.3. the Outdoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula:

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2019} \\ \text{(namely 355.6)} \end{array} \times \begin{array}{l} \text{Outdoor} \\ \text{Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 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 the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

3. Council’s covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Outdoor Sports Contribution has been paid in full to the Council and
 - 3.1.2. that the Outdoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Outdoor Sports Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Outdoor Sports Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of Outdoor Sports Contribution

Schedule 15 SEND 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

SEND Contribution	<p>the sum calculated by multiplying</p> <p>(1) the number of Flats in the Development by £139.96 (One hundred and thirty nine pounds and ninety six pence) and</p> <p>(2) the number of Houses in the Development by £559.83 (Five hundred and fifty nine pounds and eighty three pence)</p> <p>towards the provision of additional SEND place and/or additional SEND facilities to serve the needs of the additional demand arising from the Development</p>
SEND	Special Education Needs and Disabilities
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.6 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

- 2.1. To pay to the Council the SEND Contribution Index-Linked in the following instalments
 - 2.1.1. 25% of the SEND Contribution Index-Linked prior to the Occupation of 20% of the Dwellings;
 - 2.1.2. 25% of the SEND Contribution Index-Linked prior to the Occupation of 40% of the Dwellings;
 - 2.1.3. 25% of the SEND Contribution Index-Linked prior to the Occupation of 60% of the Dwellings;
 - 2.1.4. the balance of the SEND Contribution Index-Linked prior to the Occupation of 80% of the Dwellings
- 2.2. Not to Occupy more than 20% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 40% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. Not to Occupy more than 60% of the Dwellings until the payment referred to in paragraph 2.1.3 has been made
- 2.5. Not to Occupy more than 80% of the Dwellings until the payment referred to in paragraph 2.1.4 has been made
- 2.6. The SEND Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked 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

The figure for the Index last published before the date on which the payment specified in this deed is made \div Index figure for Q1 2022) \times SEND Contribution (or portion as appropriate)

- 2.7. 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 County Council considers a comparable index

3. Council's Covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the SEND Contribution has been paid in full to the Council and

3.1.2. the SEND Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of the payment of the final instalment of the SEND Contribution and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted SEND Contribution from the person who made the final instalment of the SEND Contribution

the Council will pay the balance of the SEND Contribution which is not committed to be spent to the person who paid the final instalment of the SEND Contribution

Schedule 16 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	towards the provision of new education places at secondary schools within the Council's administrative boundary
Secondary School Contribution	the sum calculated towards the Secondary School by multiplying (1) the number of Flats in the Development by £1,396.80 (One thousand three hundred and ninety six pounds and eighty pence) and (2) the number of Houses in the Development by £5,587.19 (Five thousand five hundred and eighty seven pounds and nineteen pence)
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.6 of this Schedule

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

- 2.1. To pay to the Council the Secondary School Contribution Index-Linked in the following instalments
 - 2.1.1. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 20% of the Dwellings;
 - 2.1.2. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 40% of the Dwellings;
 - 2.1.3. 25% of the Secondary School Contribution Index-Linked prior to the Occupation of 60% of the Dwellings;
 - 2.1.4. the balance of the Secondary School Contribution Index-Linked prior to the Occupation of 80% of the Dwellings
- 2.2. Not to Occupy more than 20% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 40% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. Not to Occupy more than 60% of the Dwellings until the payment referred to in paragraph 2.1.3 has been made
- 2.5. Not to Occupy more than 80% of the Dwellings until the payment referred to in paragraph 2.1.4 has been made
- 2.6. The Secondary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked 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

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

- 2.7. 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 County Council considers a comparable index

3. County Council's covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the Secondary School Contribution has been paid in full to the Council and

3.1.2. the Secondary School Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Secondary School Contribution from the person who made the final instalment of the Secondary School Contribution

the Council will pay the balance of the Secondary School Contribution which is not committed to be spent within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of the Secondary School Contribution

Schedule 17 – Public Rights of Way 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>Public Rights of Way Improvements</p>	<p>the provision of improvements to Public Rights of Way and public footpaths AW245, AW220 and AW237 to provide greater connectivity to the facilities to be provided as part of the Development and to promote active travel specifically</p> <ul style="list-style-type: none"> • on public footpath AW237 new signage and improved junctions with Ashford Road and Chilmington Green Road (the “AW237 Improvements”) • on byway open to all traffic AW245 for a distance of from the junction with AW237 to Chilmington Green Road a replacement all weather surface edging clearance and new signage (the “AW245 Improvements”)
<p>Public Rights of Way Contribution</p>	<p>the total sum of £29,300.00 (Twenty nine thousand three hundred pounds) towards the costs of the Public Rights of Way Improvements split as follows</p> <ul style="list-style-type: none"> • £4,300.00 towards the AW237 Improvements and

	<ul style="list-style-type: none"> • £25,000.00 towards the AW245 Improvements
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
Index-Linked	index-linked in accordance with paragraph 2.3 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

- 2.1. To pay to the Council the Public Rights of Way Contribution Index-Linked prior to the first Occupation of the Development
- 2.2. Not to Occupy the Development until the payment referred to in paragraph 2.1 has been made
- 2.3. The Public Rights of Way Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\begin{array}{r}
 \text{The figure for the Index last} \\
 \text{published before the date on} \\
 \text{which the payment specified in} \\
 \text{(this deed is made}
 \end{array}
 \div
 \begin{array}{r}
 \text{The Index figure for} \\
 \text{April 2020 (namely)} \\
 \text{360.3)}
 \end{array}
 \times
 \begin{array}{r}
 \text{Public Rights} \\
 \text{of Way} \\
 \text{Contribution} \\
 \text{(or portion as} \\
 \text{appropriate)}
 \end{array}$$

- 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 the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner

using such replacement index as the County Council considers a comparable index

3. The Council's Covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Public Rights of Way Contribution has been paid in full to the Council and

3.1.2. the Public Rights of Way Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of the final payment of the Public Rights of Way Contribution and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Public Rights of Way Contribution from the person who made the final instalment of the Public Rights of Way Contribution

the Council will pay the balance of the Public Rights of Way Contribution which is not committed to be spent to the person who paid the final instalment of the Public Rights of Way Contribution

Schedule 18 – Self Build and Custom Build Housing

1. Definitions

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

Design Brief	an assessment of the design parameters within which a self or custom build property will need to adhere to on each Serviced Plot taking into account the form and scale of development proposed as part of the wider application
Marketing Strategy	means the marketing strategy related to the Serviced Plots including (a) the location of the Serviced Plots (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 costs to encourage the delivery of Self-Build and Custom Build dwellings (e) the broad terms of sale for the Serviced Plots which shall include contractual provisions that the electricity gas telecommunications water and waste water infrastructure and connections for the provision of the

	<p>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</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> <p>(h) an indication of the actions to be undertaken should suitable marketing demonstrate that some or all of the Serviced Plots are not subsequently required for Self Build and Custom Build Housing</p>
<p>Self-Build & Custom Build Housebuilding</p>	<p>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</p>
<p>Serviced Plot</p>	<p>a plot with direct access to the public highway and which on the date of legal completion of the sale of the said plot to the Self-Build & Custom Build House</p>

	Builder will also have electricity gas telecommunications water and waste water infrastructure connections suitable for Self-Build & Custom Build Housebuilding
Serviced Plots	the delivery of Five Dwellings as Serviced Plots on the Site

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. to provide the Serviced Plots in full on the Site pursuant to the Planning Permission and any Reserved Matters approval
- 2.2 prior to the submission of a Reserved Matters application for the any Phase where Serviced Plots will be delivered to submit to the Council for approval the details of the proposed Serviced Plots the Design Brief and the Marketing Strategy
- 2.3 not to Commence Development on the relevant Phase unless and until the Owner has obtained the Council's approval in writing for the proposed Serviced Plots the Design Brief and the Marketing Strategy
- 2.4 to mark out each of the Serviced Plots within Fourteen (14) days of the approval under paragraph 2.1 and thereafter keep the Serviced Plots free from any development whether temporary or permanent and not to place park or store any vehicles or things on any Serviced Plot during the marketing period referred to in paragraph 2.3 provided that this paragraph shall not prevent the laying of service media within the Serviced Plots where necessary to serve the Serviced Plots
- 2.5 to actively market the Serviced Plots for no fewer than Twelve (12) calendar months from approval of the Marketing Strategy at the Owner's own cost

- 2.6 to submit written details of the marketing exercise undertaken under paragraph 2.3 of this schedule and such other evidence as reasonably required by the Council at the end of the marketing exercise under paragraph 2.3 of this schedule within Ten (10) Working Days of a written request by the Council
- 2.7 to procure that the Serviced Plots are disposed to a Self-build & Custom Housebuilder no later than Three (3) months prior to the anticipated date of Occupation of the last Open Market Dwelling PROVIDED THAT if the Owner provides evidence pursuant to paragraph 2.4 to the Council's reasonable satisfaction that paragraph 2.3 has been complied with and despite the Owner using reasonable endeavours to exchange contracts for the sale of all of the Serviced Plots contracts have not been exchanged for the sale of one or more of the Serviced Plots ("**Unsold Serviced Plots**") by Twelve (12) months after the expiry of the relevant marketing period this Schedule shall cease to apply and shall determine absolutely in respect of the Unsold Serviced Plots and the Owner shall be entitled to develop and sell the Unsold Serviced Plots as open market housing and shall not be required to provide the Unsold Serviced Plots for Self-Build & Custom Build Housebuilding

SCHEDULE 19
Provision of Bus Services

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

Bus Service	<p>Option A</p> <p>a bus service operating between the Site and the town centre/railway station at a frequency of every 30 minutes and starting at a time to connect with the first train from Ashford International to St Pancras International and finishing at a time to connect with the last train from St Pancras International to Ashford International (at the time of going to tender)</p> <p>Option B</p> <p>a bus service operating between the Site and the town centre/railway station at a frequency of every 30 minutes during Peak Hours and every 60 minutes outside Peak Hours and starting at a time to connect with the first train from Ashford International to St Pancras International and finishing at a time to connect with the last train from St Pancras International to Ashford International (at the time of going to tender)</p>
Index	the All-in Tender Price Index as published by the Office for National Statistics or any successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule
Peak Hours	means between 0700-1000 and 1600-1900

Owner's Covenants

2. The Owner covenants with the Council and County Council

2.1 Not to Occupy more than 100 Dwellings until

(i) two bus stops to serve the Development have been provided on the Site in accordance with the Planning Permission and relevant Reserved Matter and such standards for adoption as the Council may have specified when the Planning Permission and relevant Reserved Matter was approved and

(ii) a maintenance scheme for the bus stops has been approved in writing by the Council and County Council

2.2 To construct and provide on the Site the bus stops to the Development in accordance with the requirements of paragraph 2.1 of this schedule prior to the Occupation of 100 Dwellings

2.3 Not to Occupy more than 100 Dwellings until the Bus Service has started operating. In the event the Owner has used a tender approved by the Council and County Council (which may include a requirement to tender for different options), but no bids are successful, the Council and County Council may consent to the Owner tendering for an alternative service instead. In that case, the level of service described above shall be construed accordingly. Alternatively or in addition, the Council and County Council may consent in writing to the Owner Occupying a greater number of Dwellings than specified above

2.4 Not to Occupy more than 100 Dwellings until

(i) the bus related infrastructure for the Development (to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure) has been provided on the Site in accordance with the Planning Permission and relevant Reserved Matter and such standards for adoption as the Council may have specified in the Planning

Permission and relevant Reserved Matter and

- (ii) a maintenance scheme for the infrastructure has been approved in writing by the Council and County Council

- 2.5 To construct and provide on the Site the bus related infrastructure for the Development (to include within the adopted/adoptable highway the provision of bus clearways, shelters, bus boarders, flags, real-time information displays and any other necessary infrastructure) in accordance with the requirements of paragraph 2.4 of this schedule prior to the Occupation of 100 Dwellings
- 2.6 To maintain the bus related infrastructure in accordance with the relevant approved maintenance scheme

Schedule 20 – Management Body

1. The Owner covenants with the Council and the County Council subject to clause 2.9.3 to perform either Option A as set out in Schedule 20A below, or Option B as set out in Schedule 20B below as follows:

Schedule 20A

OPTION A – Stewardship Body

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

Amenity Open Space Land	those areas of the Site provided as amenity open space pursuant to schedule 5 of this deed
Appointed Professional	a competent professional who shall be appointed by the Stewardship Body and be responsible for the inspection of the Amenity Open Space Land Children’s and Young People’s Play Space and Informal Natural Green Space and advising the Stewardship Body as to the satisfactory completion of the Amenity Open Space Land Children’s and Young People’s Play Space and Informal Natural Green Space
Children’s and Young People’s Play Space	those areas of the Site provided as children’s and young people’s play space pursuant to schedule 7 of this deed

CMO	the Chilmington Management Organisation (Charity Registration No. 12134646) with address c/o McCabe Ford Williams Unit 1 Invicta Business Park Monument Way Orbital Park Ashford Kent TN24 0HB
Final Certificate	a certificate to be issued by the Council to the Stewardship Body on or after expiration of the Maintenance Period when the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space has been satisfactorily maintained to the reasonable satisfaction of the Council and/or the Appointed Professional
Informal Natural Green Space	those areas of the Site provided as informal natural green space pursuant to schedule 11 of this deed
Maintenance Period	a minimum period of Six (6) months from the date of issue of the Provisional Certificate for the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space or such longer period of time until the transfer is completed to the Stewardship Body
Model A	the inclusion of the stewardship requirements of this deed into the

	existing CMO arrangements obligations and duties
Model B	<p>a new independent management and stewardship organisation that aligns with the long term stewardship arrangements for Chilmington Green and the wider south Ashford garden community and which is set up and operated in accordance with the terms of this schedule and which shall</p> <ul style="list-style-type: none"> i. be limited by guarantee; and ii. be open to membership by any freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and/or underlease) owner of a Dwelling and iii. subject thereto enable full and equal participation by all owners of Dwellings in any decision making by the Stewardship Body related to the Amenity Open Space Land Children’s and Young People’s Play Space and Informal natural Green Space and any ongoing maintenance, management and monitoring requirements of the same; and iv. be accountable to owners of Dwellings
Provisional Certificate	a certificate issued by the Council or Appointed Professional to the Owner

	<p>when it is satisfied that the Amenity Open Space Land Children’s and Young People’s Play Space and/or Informal Natural Green Space has been laid out equipped and completed in accordance with the Reserved Matters approval and the requirements of the relevant schedules of this deed and is safe and useable by the public.</p>
SDLT	stamp duty land tax
Start-Up Fund	<p>a sum of money to enable the set up of the Stewardship Body and which shall be</p> <ul style="list-style-type: none"> i. where Model A is elected the entirety of all legal and administrative costs incurred by the CMO in making necessary changes to its constitutional documents and all other related costs in respect of taking on additional responsibilities arising from the Development or ii. where Model B is elected the full start up costs of the Stewardship Body
Stewardship Body	<p>a management company existing for the purpose of managing and maintaining the Amenity Open Space Land Children’s and Young People’s Play Space and Informal Natural Green Space and which shall be set up and</p>

	operated in accordance with either Model A or Model B
Transfer Form	<p>a transfer in Form TP1 (or such other Land Registry updated version in use at the time of the relevant transfer) to the Stewardship Body with vacant possession and full title guarantee of the entire freehold title to the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space which</p> <ul style="list-style-type: none">i. contains provisions in accordance with the schedules in this deed and the Reserved Matters approvalii. is free from any right of pre-emption or option agreementiii. is free from any mortgage, charge, lien or similar encumbranceiv. 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 reasonablyv. 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 Developmentvi. 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 Stewardship Body can fulfil its responsibilities

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

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

ix. is for consideration of One pound (£1) and

x. contains covenants for the benefit of the Council that the Stewardship Body will manage renew and maintain the relevant land in accordance with the Reserved Matters approval and will use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it and will not dispose of the relevant land without the prior written consent of the Council unless the whole of the Development shall have been demolished

2. Owner's Covenants

The Owner agrees with the Council and undertakes with the County Council as follows

2.1 Prior to the submission of the first Reserved Matters application the Owner shall notify the Council whether it is electing to follow Model A or Model B in respect of the Stewardship Body and shall seek the written agreement of the Council in consultation with the CMO where appropriate of its election

2.2 Prior to the Commencement of Development the Owner shall submit to the Council for its approval full written details of the management strategy business plan governance structure and constitution and articles of association for the Stewardship Body and the Owner shall not Commence Development unless and until the Owner has received the Council's written approval of the same

2.3 Prior to the Commencement of Development the Owner shall submit to the Council the details of any legal and/or conveyancing mechanisms necessary to secure that

2.3.1 the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling on the Land (including their successors in title) will be members of the Stewardship Body

2.3.2 the purchaser or lessee and each subsequent freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling (including their successors in title from time to time) will throughout their ownership thereof be a member of the Stewardship Body with an equal voting right to that of each other and that the registered title for that Dwelling at HM Land Registry will record in an appropriate manner the implementation of such mechanisms and

2.3.3 the transfer lease or other legal documentation for the Dwelling includes the following direct covenants by the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling with the Stewardship Body

- 2.3.3.1 to become a member of the Stewardship Body and to be bound by the constitution of the Stewardship Body and to abide by any regulations made by it and
 - 2.3.3.2 to pay annually to the Stewardship Body a fair and reasonable proportion of the costs and expenses incurred by the Stewardship Body in respect of its administration and of insuring managing repairing maintaining and renewing the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space and
 - 2.3.3.3 upon any subsequent transfer lease assignment or other disposal of a Dwelling the incoming owner lessee or similar shall enter into direct covenants with the Stewardship Body in the form of paragraphs 2.3.3.1 and 2.3.3.2 above and the disposal cannot be registered unless it secures the continuance of these arrangements and
 - 2.3.3.4 in the case of each Dwelling which adjoins any part of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space the transfer lease or other legal documentation declares that the boundary structures between the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling
- 2.3.4 details of any rights to be granted in favour of the Stewardship Body over any part of the Site other than the Amenity Open Space Land Children's and Young People's Play Space and the Informal Natural Green Space in order to ensure it can carry out and comply with the ongoing elements of the approved management and maintenance obligations in perpetuity have been submitted to and approved by the Council in writing (and where the relevant details have been have been submitted to the Council in writing together with up to date official copies and filed plans of the registered titles of the parts of the Site and a solicitor's undertaking to pay the relevant costs pursuant to paragraph 2.19.2 whether or not

the same are approved with or without amendment) then the Council will use reasonable endeavours to respond with approval or required amendments within Twenty (20) Working Days of receipt by the Council by virtue of this obligation provided that the Council shall not be liable in damages by virtue of this obligation and such details may be amended as agreed in writing between the Owner and the Council from time to time

2.4 Where Model A is elected for the Stewardship Body the Owner shall pay the Start-Up Fund to the Council within Twenty (20) Working Days of receipt of the approval of the Council pursuant to paragraph 2.2 above and the Owner shall notify the Council that such payment has been made within Five (5) Working Days of making the payment

2.5 Where Model B is elected for the Stewardship Body the Owner shall bear the costs of the Start-Up Fund in full

2.6 The Start-Up Fund (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.4 shall be Index-Linked using the following formula:

$$\left(\frac{\text{The figure for the Index last published before the date on which the payment specified in this deed is made}}{\text{Quarterly index figure last published before the date of the Planning Permission}} \right) \times \text{Start-Up Fund (or portion as appropriate)}$$

2.7 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 considers a comparable index

2.8 Not to Occupy nor to permit Occupation or dispose of more than 50% of the Dwellings in any Phase unless and until it has laid out and provided the approved Amenity Open Space Land Children's and Young People's Play Space and

Informal Natural Green Space for that Phase in accordance with the approved Reserved Matters and the Council has issued the Provisional Certificate for that Phase and the Owner covenants that the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for that Phase shall be retained as undeveloped land in perpetuity and always in accordance with the approved Reserved Matters

2.9 Not to Occupy nor to permit Occupation or dispose of any Dwelling

2.9.1 unless and until the Stewardship Body has been incorporated at Companies House using the constitutional documentation approved by the Council and evidence of its incorporation and of its officers and members and of its endowment (if required by the Council) and of its assets and liabilities has been submitted to and approved in writing by the Council and

2.9.2 otherwise than in accordance with the requirements of the approved Stewardship Body provisions and details and

2.9.3 the conveyancing mechanisms approved pursuant to paragraph 2.3 of this schedule have been implemented in respect of that Dwelling

2.10 After the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been provided laid out and landscaped in accordance with the requirements of the relevant schedules of this deed the Owner shall apply to the Council and the Appointed Professional in writing requesting issue of the Provisional Certificate(s) to the Stewardship Body in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase

2.11 On receipt of the written request referred to in paragraph 2.10 of this schedule the Appointed Professional shall carry out an inspection of the Amenity Open

Space Land Children's and Young People's Play Space and/or Informal Natural Green Space within Twenty (20) Working Days of receipt and if after inspection the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space has been satisfactorily provided laid out and landscaped in accordance with the approved Reserved Matters and any requirements and obligations of this deed the Appointed Professional shall issue the Provisional Certificate in respect of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of carrying out the inspection to the Stewardship Body

2.12 If after inspection of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space has not been provided laid out and landscaped satisfactorily in accordance with the approved Reserved Matters and any requirements and obligations of this deed the Appointed Professional shall notify the Owner and the Stewardship Body 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 Appointed Professional to bring the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase up to the standard required by the approved Reserved Matters and any requirements and obligations of this deed and the procedures referred to in paragraphs 2.9 and 2.10 of this schedule shall be repeated as often as necessary until a Provisional Certificate is issued in respect of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase

2.13 From the date of issue of the Provisional Certificate for the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase the Owner covenants

2.13.1 to make the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for the relevant Phase and any facilities on that Phase of the Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space available for use by the public as an open amenity or recreation area in accordance with the approved Reserved Matters in perpetuity and to allow the public to have unrestricted access at all times to it and

2.13.2 not to use or permit the use of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase for any purpose other than as public recreation or amenity areas and

2.13.3 to manage and maintain the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase during the Maintenance Period in accordance with the approved Reserved Matters including maintenance of all soft and hard landscaping built features lighting drainage and any other features, and to make good to the reasonable satisfaction of the Appointed Professional and the Stewardship Body any damage or defects arising during the Maintenance Period

2.14 No earlier than Six (6) months after the date of the Provisional Certificate to apply to the Appointed Professional for the issue of the Final Certificate and continue to perform paragraph 2.12 until the Final Certificate is issued and the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body referred to below is completed

2.15 On receipt of the written request referred to in paragraph 2.13 of this schedule the Appointed Professional shall carry out an inspection of the Amenity Open

Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of receipt and if after inspection of the relevant Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space the Appointed Professional considers that the relevant Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space has not been provided laid out and landscaped managed maintained and made good satisfactorily in accordance with the approved Reserved Matters and requirements and obligations of this deed the Appointed Professional shall notify the Owner and the Stewardship Body 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 Appointed Professional to bring the relevant Amenity Open Space Land Children's and Young People's Play Space and/or Informal Natural Green Space for that Phase up to the standard required by the approved Reserved matters and requirements and obligations in this deed (and the procedures referred to in paragraphs 2.12 to 2.13 of this schedule shall be repeated as often as necessary until a Final Certificate is issued in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase

2.16 If the Appointed Professional considers that the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been satisfactorily provided laid out and landscaped in accordance with the Reserved Matters and the requirements and obligations of this deed the Appointed Professional shall issue the Final Certificate in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Twenty (20) Working Days of carrying out the inspection to the Stewardship Body

2.17 To transfer the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase at nil

cost and free from encumbrances other than those in existence on the land at the date of this deed to the Stewardship Body as soon as reasonably practicable following the issue of the Final Certificate by the Appointed Professional

2.18 The transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body shall be by Transfer Form

2.19 To submit an executed copy of the Transfer Form to the Council within Five (5) Working Days of completion of the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body

2.20 To pay to the Council or the Appointed Professional as appropriate

2.20.1 all proper costs and disbursements in connection with the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase within Fourteen (14) days of the Council or Appointed Professional raising an invoice therefor (unless they have already been paid to the Stewardship Body within that period) and

2.20.2 any SDLT and HM Land Registry fees associated with each Transfer Form and the reasonable legal and other costs and disbursements of the Stewardship Body on execution of each Transfer Form (unless they have already been paid to the Stewardship Body before execution) and

2.20.3 the reasonable approval or inspection fees (including reasonable and proper legal costs in respect of the consideration negotiation and approval of any legal documentation submitted) incurred by the Council and/or the Appointed Professional pursuant to this schedule within Fourteen (14) days of the issue of a request to pay from the Council and/or the Appointed Professional and

2.20.4 all other reasonable costs and expenses incurred by the Stewardship Body in relation to the provisions of this schedule within Fourteen (14)

days of the Stewardship Body raising an invoice therefore (unless they have already been paid to the Stewardship Body within that period)

- 2.21 not to cause or permit Occupation of more than Eighty percent (80%) of the Dwellings on the relevant Phase until
 - 2.21.1 the Final Certificate has been issued to the Stewardship Body in respect of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase and
 - 2.21.2 the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase has been transferred to the Stewardship Body and
 - 2.21.3 a copy of the executed Transfer Form for the transfer of the Amenity Open Space Land Children's and Young People's Play Space and Informal Natural Green Space for the relevant Phase to the Stewardship Body has been submitted to the Council

- 2.22 To ensure that the parts of the Site comprising the Amenity Open Space Land, the Children's and Young People's Play Space and the Informal Natural Green Space Children's and Young People's Play Space are free from contamination pollution and any protected habitat or species that would prevent or limit the use of that part of the Site for the Amenity Open Space Land, the Children's and Young People's Play Space or the Informal Natural Green Space

Schedule 20B

OPTION B – Management Company

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>Final Certificate</p>	<p>a certificate to be issued by the Council on expiration of the Maintenance Period for the Amenity Open Space Land, Children’s and Young People’s Play Space and/or Informal Natural Green Space (as appropriate) when the Amenity Open Space Land, Children’s and Young People’s Play Space and/or Informal Natural Green Space (as appropriate) for a relevant Phase or Phases has been satisfactorily maintained to the reasonable satisfaction of the Council in accordance with the Approved Amenity Open Space Land Scheme, Approved Children’s and Young People’s Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate)</p>
<p>Maintenance Period</p>	<p>a minimum period of Six (6) months from the date of issue of the Provisional Certificate for the Amenity Open Space Land Children’s and Young People’s Play Space and Informal Natural Green Space (as appropriate) or such longer period of time until the transfer is completed to the Management Company</p>
<p>Management Company</p>	<p>a company set up for the purpose of managing the Open Space Land, Children’s and Young People’s Play Space and/or Informal Natural Green Space registered at Companies House and</p> <p>which shall</p> <ul style="list-style-type: none"> i. be limited by guarantee; and ii. be open to membership by

(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

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 Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) as approved by the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) and any ongoing maintenance, management and monitoring requirements of the same; and be accountable

	to owners of Dwellings and any Registered Providers of Social Housing of the Affordable Housing Land
Provisional Certificate	a certificate issued by the Council when it is satisfied that the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) has been provided laid out and landscaped for a relevant Phase or Phases in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate)
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 which:</p> <ul style="list-style-type: none"> i. contains provisions in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space 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

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

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

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

ix. is for consideration of one pound (£1) and

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 Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) and shall

	use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it
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1.1. [Not used]

1.2. Not to

1.2.1. cause or permit the Substantial Implementation of the Development until

1.2.1.1. the constitutional documentation for the Management Company and

1.2.1.2. the details of any legal and/or conveyancing mechanisms necessary to secure that:

1.2.1.2.1. 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 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

1.2.1.2.2. 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

1.2.1.2.3. the transfer of the *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:-

- 1.2.1.2.3.1. 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
- 1.2.1.2.3.2. 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 Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate)
- 1.2.1.2.4. 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 1.2.1.2.3.1 and 1.2.1.2.3.2 and that any subsequent disposal cannot be registered unless it secures the continuance of these arrangements and
- 1.2.1.2.5. in the case of each Dwelling which adjoins any part of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) the transfer lease or other legal documentation declares that the boundary structures between the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling and

1.2.1.2.6. details of any rights to be granted in favour of the Management Company over any part of the Site other than the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) 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

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

1.2.2.1. Unless and until the Amenity Open Space Land Scheme, Children's and Young People's Play Space Scheme and/or Informal Natural Green Space Scheme (as appropriate) has been submitted to and approved in writing by the Council (the '**Approved Amenity Open Space Land Scheme**', the '**Approved Children's and Young People's Play Space Scheme**' and the '**Approved Informal Natural Green Space Scheme**' (as appropriate)) and

1.2.2.2. 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 Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) and of its assets and liabilities has been submitted in writing to and approved by the Council and

1.2.2.3. otherwise than in accordance with the requirements of the Management Company provisions and details of the conveyancing mechanism approved pursuant to paragraph 1.2 of this schedule have been implemented in respect of that Dwelling

1.2.3. Unless otherwise agreed in writing with the Council not to cause or permit the Occupation of more than 50% of the Dwellings within the relevant Phase until the approved Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) has been laid out provided and landscaped in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for that Phase and a Provisional Certificate for the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) for the relevant Phase has been issued by the Council.

1.2.4. After the Amenity Open Space Land Scheme, Children's and Young People's Play Space Scheme and/or Informal Natural Green Space Scheme (as appropriate) has been provided laid out and/or landscaped in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) to apply to the Council in writing requesting issue of the Provisional Certificate in respect of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) for the relevant Phase

1.2.5. On receipt of the written request referred to in paragraph 1.2.4 of this schedule the Council may carry out an inspection of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) provided laid out and/or landscaped for the relevant Phase within twenty (20) Working Days of receipt and if after inspection of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) and the Council considers that the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) has been satisfactorily provided laid out and landscaped in accordance with the approved Amenity Open Space Land

Scheme, Children's and Young People's Play Space Scheme and/or Informal Natural Green Space Scheme (as appropriate) the Council may issue the Provisional Certificate for the relevant Phase in respect of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) within twenty (20) Working Days of carrying out the inspection

1.2.6. If after inspection of the relevant Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) the Council considers that the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) has not been provided laid out and landscaped satisfactorily in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) 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 Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) up to the standard required by the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) and the procedures referred to in paragraphs 1.2.4 to 1.2.6 of this Schedule may be repeated until a Provisional Certificate has been issued in respect of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) for the relevant Phase

1.2.7. From the date of issue of a Provisional Certificate for the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) the Owner shall make the Amenity Open Space Land, Children's and Young People's Play Space and/or

Informal Natural Green Space (as appropriate) available for use by the public in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for the lifetime of the Development and shall the public to have unrestricted access at all times to the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) including the right to gain access to the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) 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

1.2.8. From the date of issue of any Provisional Certificate for the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) the Owner covenants

1.2.8.1. not to use or permit the use of the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) for any purpose other than as public recreation or amenity areas for the lifetime of the Development; and

1.2.8.2. to manage and maintain the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate), during the Maintenance Period in accordance with the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) and to make good any damage or defects in the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) arising during the Maintenance Period

1.2.9. At the expiration of the Maintenance Period for that Phase to apply to the Council for the issue of the Final Certificate for the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) for the relevant Phase

1.2.10. Not to cause or permit the transfer or long lease of any Dwelling within the relevant Phase:

1.2.10.1. until the matters referred to in paragraph 1.2 of this schedule have been submitted to and approved by the Council in writing; and

1.2.10.2. 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 1.2 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

1.2.10.3. 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.

1.2.11. 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

1.2.11.1. the Management Company has been appointed to manage and maintain the Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) approved in the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as

appropriate) for the Phase of the Development for the lifetime of the Development

1.2.12. following receipt of the Final Certificate for any Phase the Owner shall:

1.2.12.1. transfer the relevant Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) as approved in the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for the Phase to the Management Company; and

1.2.12.2. 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 Amenity Open Space Land, Children's and Young People's Play Space and/or Informal Natural Green Space (as appropriate) approved in the Approved Amenity Open Space Land Scheme, Approved Children's and Young People's Play Space Scheme and/or Approved Informal Natural Green Space Scheme (as appropriate) for the Phase to the Management Company

1.2.12.3. pay any reasonable approval or inspection fees incurred by the Council pursuant to the approval of the Amenity Open Space Land Scheme, Children's and Young People's Play Space Scheme and/or Informal Natural Green Space Scheme (as appropriate)

1.2.13. 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 16 of this Deed and the approval or certification

as applicable may be obtained from the Expert appointed as part of that clause 16 process and shall be evidence of compliance with the obligations of this Schedule

Schedule 21 – Stodmarsh Mitigation

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

Transfer	either <ul style="list-style-type: none">• the transfer of the freehold proprietorship or• the grant of a leasehold of 999 years in duration or• the grant of sufficient rights licences and / or easements necessary of the land for the WWTP (including any adjoining land) for the purposes of ongoing maintenance of the WWTP and its associated pipework by the Owner to an Undertaker and which shall clearly define the extent of the pipework from the Development and feeding the WWTP which shall become the responsibility of the Undertaker after the completion of the transfer
Undertaker	a sewage 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 for the purposes of carrying out its functions
Waste Water Treatment Plant	the waste water treatment works located on land to the west of Chilmington Green Road TN23 3DL which was subject to planning application reference PA/2023/0715 and which was allowed on appeal (reference APP/E2205/W/24/3345453) dated 19 September 2024 subject to conditions and illustrated

	on the WWTP Land Plan and where used in this schedule “ WWTP ” refers accordingly
WWTP Land Plan	The plan illustrating the land for the WWTP with drawing number D0500_003A as appended to this deed

2. Owner’s Covenants

The Owner covenants with the Council as follows

- 2.1. To ensure that all wastewater connections from any Dwelling constructed as part of the Development are made and retained in such a way as to ensure that all wastewater from the Development shall drain to the Waste Water Treatment Plant and to no other drainage system ditch watercourse or other water body

- 2.2. In the event in the future that a revised drainage strategy or solution is required by the Owner for the Development to enter negotiations with the Council in respect of the alternative drainage solution or strategy and to seek the Council’s approval of the same alongside any required consents and permissions including but not limited to environmental permits drainage board consents and planning permissions prior to making any changes to the drainage of the Development secured pursuant to this schedule

3. Waste Water Treatment Plant

The Owner covenants with the Council

- 3.1. To notify the Council when the WWTP has been constructed and is fully operational ready for use including copies of any permits granted in respect of its operation

- 3.2. Not to Occupy or permit the Occupation of any Dwelling on the Development unless and until the WWTP has been fully constructed and is fully operational all permits have been successfully applied for and granted and the notice required by paragraph 3.1 has been provided to the Council
- 3.3. Not to Occupy or permit Occupation of any Dwelling on the Development unless the Transfer has been effected and where appropriate fully registered
- 3.4. To notify the Council within 20 Working Days of any Transfer of the WWTP including details of the terms of the Transfer full contact details for the Undertaker and any other matter as may be required by the Council
- 3.5. Until such time as the Transfer contemplated by paragraph 3.3 above has been completed and where appropriate clean title is available at HM Land Registry showing the registered ownership has transferred to the Undertaker to fully maintain manage and carry out any repairs and remedial work to the WWTP to ensure its continued full operation

Schedule 22 Strategic Parks 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 Parks	Quantitative and qualitative improvements at the strategic parks at areas DP1 and DP2 shown on the Queen's Platinum Jubilee Park
Strategic Parks Contribution	the sum to be used towards Strategic Parks calculated by multiplying the number of Dwellings in the Development by: (1) £146.00 (one hundred and forty six pounds) towards Strategic Parks and (2) £47.00 (forty seven pounds) towards the maintenance thereof
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
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council as follows

2.1. To pay to the Council the Strategic Parks Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Strategic Parks Contribution prior to the Occupation of 50% of the Dwellings and
- 2.1.2. the balance of the Strategic Parks Contribution prior to the Occupation of 75% of the Dwellings
- 2.2. Not to Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than 75% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Strategic Parks Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be index-linked using the following formula

					Strategic Parks Contribution (or portion as appropriate)
The figure for the Index last published before the date (on which the payment specified in this deed is made	÷	Index figure for July 2012 (namely) 309.8)	×		

- 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 considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. The Strategic Parks Contribution has been paid in full to the Council and
 - 3.1.2. the Strategic Parks Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Strategic Parks Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Strategic Parks Contribution which is not committed to be expended within 10 years of the date of 100% Occupation of the Development to the person who paid the final instalment of Strategic Parks Contribution

Schedule 23 – Strategic Highways Contribution and –

S.278 Highway Works/A28 Dualling 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

A28 Dualling Contribution	the sum of [£5,941,400 (five million, nine hundred and forty one thousand and four hundred pounds)] to be used by the County Council towards the A28 Dualling Scheme
A28 Dualling Scheme	the dualling of the A28 Chart Road between the Matalan and Tank roundabouts together with junction improvements to the Matalan and Tank roundabouts and Chart Road / Loudon Way traffic signal junction as shown on the A28 Plan and any revisions thereto as may be required by the County Council in its reasonable discretion in the exercise of its statutory power under the Highways Act 1980 (as amended)
A28 Plan	means the drawing with reference 4300588/000/01 Rev 0 dated 19 July 2017 appended to this deed
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation

Index-Linked	index-linked in accordance with Part 2 paragraph 2.5 of this schedule
Section 278 Highway Agreement	an agreement made under section 278 and/or s.38 of the Highways Act 1980 for the Section 278 Highway Works
Section 278 Highway Works	the Owner's works set out in drawing ref 226730/PD02 and 226730/PD01 appended to this deed covering junction improvements to the Matalan Roundabout and Loudon Way traffic signal junction and upgrade of the pedestrian crossing to the south of the Tank Road Junction
Strategic Infrastructure and Road Improvement Works	the combined scheme of strategic improvements to both the M20 Junction 9 (including the provision of the Eureka Skyway bridge) and Drovers Roundabout at the A20/A28 junction which was forward-funded to KCC by SEEDA through the Regional Infrastructure Fund (RIF) and in respect of which the RIF forward-funding is required to be repaid via developer contributions through section 106 agreements

PART 1: Road Infrastructure Fund Recovery

1. Owner's Covenants

The Owner covenants with the Council as follows:

1.1 to pay the total sum of [£534,918.75] (Five hundred and thirty four thousand nine hundred and eighteen pounds seventy five pence) to the Council in the following instalments in respect of the Strategic Infrastructure and Road Improvement Works

1.1.1 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Twenty five percent (25%) of the Dwellings

1.1.2 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Fifty percent (50%) of the Dwellings

1.1.3 £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) prior to the Occupation of Seventy five percent (75%) of the Dwellings

1.2 Not to Occupy more than Twenty five percent (25%) of the Dwellings nor to allow the same until £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council

1.3 Not to Occupy more than Fifty percent (50%) of the Dwellings nor to allow the same until a further £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council

1.4 Not to Occupy more than Seventy five percent (75%) of the Dwellings nor to allow the same until a further £178,306.25 (One hundred and seventy eight thousand three hundred and six pounds twenty five pence) has been paid to the Council

2. Council Covenants

2.1 The Council covenants with the Owner to only use the money received pursuant to paragraph 1.1 for the Strategic Infrastructure and Road Improvement Works (which FOR THE AVOIDANCE OF DOUBT shall include the repayment of forward funding in respect of the said improvement works)

Part 2: A28 Dualling

1. Owner's Covenants

The Owner covenants with the Council and the County Council subject to clause 2.8.5 to perform either Option A or Option B as follows

OPTION A

- 2.1. Not to carry out any Development beyond Substantial Implementation until the Section 278 Highway Agreement has been entered into with the County Council (and the County Council hereby covenants to also enter into the Section 278 Highway Agreement with the Developer) for the purpose of authorising the Section 278 Highway Works
- 2.2. Not to Occupy any Dwellings until the Section 278 Highway Works approved pursuant to paragraph 1.1 above have been completed pursuant to the Section 278 Highway Agreement to the reasonable satisfaction of the County Council

OPTION B

The Owner covenants with the Council and the County Council as follows

- 2.3. The Owner will pay to the County Council A28 Dualling Contribution Indexed-Linked prior to Substantial Implementation
- 2.4. The Owner will not carry out the Development beyond Substantial Implementation until the payment referred to in paragraph 2.3 has been made
- 2.5. The A28 Dualling Contribution which is payable in accordance with paragraph 2.3 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this Deed is made} \end{array} \right) \div \begin{array}{l} \text{The Index figure for} \\ \text{Q2 2024} \end{array} \times \begin{array}{l} \text{A28 Dualling} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.6. 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 County Council considers a comparable index

2. County Council's Covenants

- 2.1. The County Council agrees with the Owner that in the event that:

2.1.1. the A28 Dualling Contribution has been paid in full to the County Council and

2.1.2. the A28 Dualling Contribution is not spent or committed to be spent in full by the County Council within 20 years of the date of Occupation of 100% of the Development and

2.1.3. following the expiry of that 20 year period the County Council have received a written request for the return of any unspent or uncommitted A28 Dualling Contribution from the person who made the final instalment of the A28 Dualling Contribution

the County Council will pay the balance of the A28 Dualling Contribution which is not committed to be spent to the person who paid the final instalment of the A28 Dualling Contribution

- 2.2 In the event that any other schemes are granted planning permission by the Council which secure a financial contribution to be used by the County Council towards the delivery of the A28 Dualling Scheme then County Council will provide a proportional refund of the A28 Dualling Contribution to the Owner following the payment of the financial contribution from the other schemes to ensure that the cost of delivering the A28 Dualling Scheme is equalised across the Development and other schemes based on trip impact of the relevant developments on the A28 corridor

Schedule 24 – Travel Plan Monitoring 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 Retail Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.3 of this schedule
Travel Plan	the travel plan(s) submitted pursuant to the Planning Application and any Reserved Matters
Travel Plan Monitoring Fee	the sum of £1,000.00 (One thousand pounds) per annum towards monitoring compliance with the provision of the Travel Plan

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

- 2.1. To pay the Travel Plan Monitoring Fee Index-Linked to the Council prior to the first Occupation of the Development and on each anniversary of the date of first Occupation of the Development until the elapsing of 5 (Five) years after the Development is completed
- 2.2. Not to first Occupy the Development until the Owner has paid the first Travel Plan Monitoring Fee to the Council
- 2.3. The Travel Plan Monitoring Fee due and payable in paragraph 2.1 shall be Index-Linked using the following formula

most recently published index figure for Index when the payment is due	\div	Quarterly index figure last published before the date of the Planning Permission	\times	Travel Plan Monitoring Fee (or portion if appropriate)
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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 the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's Covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Travel Plan Monitoring Fee has been paid in full to the Council and

3.1.2. the Travel Plan Monitoring Fee is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Travel Plan Monitoring Fee from the person who made the final instalment of the Travel Plan Monitoring Fee

3.1.4. the Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Travel Plan Monitoring Fee which is not committed to be spent to the County Council to the person who paid the final instalment of the Travel Plan Monitoring Fee

Schedule 25 - Integrated Children's 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

Integrated Children's Services	the provision of additional resources and equipment for the integrated children's services in the Council's area to enable expansion of capacity within the central hubs and provisions of outreach services in the vicinity of the Development
Integrated Children's Services Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £74.05 (Seventy-four pounds and five pence) towards Integrated Children's Services
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

2.1. The Owner will pay to the Council Integrated Children's Services Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Integrated Children's Services Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and
- 2.1.2. the balance of the Integrated Children's Services Contribution Index-Linked prior to the Occupation of 50% of the Dwellings
- 2.2. The Owner will not Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. The Owner will not Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Integrated Children's Services Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be 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	\div	The Index figure for Q1 2022	\times		Integrated Children's Services Contribution (or portion as appropriate)
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- 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 County Council considers a comparable index

3. Council's Covenants

3.1. The Council agrees with the Owner that in the event that:

- 3.1.1. The Integrated Children's Services Contribution Index-Linked has been paid in full to the Council and

3.1.2. the Integrated Children's Services Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of 100% Occupation of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Integrated Children's Services Contribution from the person who made the final instalment of the Integrated Children's Services Contribution

3.1.4. The Council has received written notification from the Owner of the date of Occupation of 100% of the Dwellings

the Council will pay the balance of the Integrated Children's Services Contribution which is not committed to be spent to the person who paid the final instalment of the Integrated Children's Services Contribution

Schedule 26 - Waste Disposal 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 Disposal Services	the provision of a new waste transfer station at Folkestone
Waste Disposal Services Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £142.13 (one hundred and forty two pounds and thirteen pence) towards Waste Disposal Services
Index	the All-in Tender Price Index as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and the County Council as follows

2.1. The Owner will pay to the Council the Waste Disposal Services Contribution Indexed-Linked in the following instalments

2.1.1. 50% of the Waste Disposal Services Contribution Index-Linked prior to the Occupation of 25% of the Dwellings and

2.1.2. the balance of the Waste Disposal Services Contribution Index-Linked prior to the Occupation of 50% of the Dwellings

2.2. The Owner will not Occupy more than 25% of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. The Owner will not Occupy more than 50% of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Waste Disposal Services Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

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

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 County Council considers a comparable index

3. Council's covenants

3.1. The Council agrees with the Owner that in the event that:

3.1.1. the Waste Disposal Services Contribution has been paid in full to the County Council and

3.1.2. the Waste Disposal Services Contribution is not spent or committed to be spent in full by the County Council within 10 years of the date of Occupation of 100% of the Development and

3.1.3. following the expiry of that 10 year period the Council have received a written request for the return of any unspent or uncommitted Waste Disposal Services Contribution from the person who made the final instalment of the Waste Disposal Services Contribution and

3.1.4. the County Council have received written notification from the Owner of the date of Occupation of 100% of the Development

the Council will pay the balance of the Waste Disposal Services Contribution which is not committed to be spent to the person who paid the final instalment of the Waste Disposal Services Contribution

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

Executed as a Deed by affixing

The Common Seal of

ASHFORD BOROUGH COUNCIL

In presence of

Solicitor

Executed as a Deed by affixing

The Common Seal of

KENT COUNTY COUNCIL

In presence of

Solicitor

Executed as a Deed by

HODSON DEVELOPMENTS

(CG FOUR) LIMITED by

Two Directors / A Director
and Company Secretary (delete as required)

Director

Director/Secretary

Executed as a Deed by

TOGETHER COMMERCIAL

FINANCE LIMITED by

Two Directors / A Director
and Company Secretary (delete as required)

Director

Director/Secretary

Executed as a Deed by

ZORIN AVENUE LEND CO 1

DESIGNATED ACTIVITY COMPANY by

Two Directors / A Director
and Company Secretary (delete as required)

Director

Director/Secretary