

DATED

28th March

2025

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- (1) MALVERN HILLS DISTRICT COUNCIL
 - (2) CONSOLIDATED RANK PROPERTIES
LIMITED
 - (3) HALLAM LAND MANAGEMENT LIMITED
 - (4) WORCESTERSHIRE COUNTY COUNCIL

SECTION 106 AGREEMENT

Under Section 106 of the Town and Country Planning Act
1990 (as amended) relating to land at (OS 7695 4811)
Cales Farm, Broadlands Drive, Malvern, Worcestershire

Director of Legal and Governance
Civic Centre
Queen Elizabeth Drive
Persore
Worcestershire
WR10 1PT


File Ref no. MAL0052.0439

Planning Ref no. M23/01777/OUT

THIS DEED is made the 28th day of March

Two Thousand and Twenty Five

BETWEEN:

 **MALVERN HILLS DISTRICT COUNCIL** of Council House, Avenue Road, Malvern, Worcestershire WR14 3AF ("the Council") of the first part;

with company number 034241C and in the UK with
CONSOLIDATED RANK PROPERTIES LIMITED (incorporated in the Isle of Man OE ID: OE021825) whose registered office is at High Tilt, Kirk Michael, Isle of Man, IM6 1AS ("the Owner") of the second part;

(3)  **HALLAM LAND MANAGEMENT LIMITED** (Company registration no. 02456711) whose registered office is at Isaacs Building, 4 Charles Street, Sheffield, S1 2HS ("the Developer") of the third part; and

(4) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester, Worcestershire WR5 2NP ("the County Council") of the fourth part

RECITALS

1. DEFINITIONS

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

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| "the 1990 Act" | means the Town and Country Planning Act 1990 (as amended) |
| "the Active Transport Contribution" | means £60,000 (sixty thousand pounds) payable in accordance with Schedule 6 to this Deed |
| "Additional First Homes Contribution" | means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9 or 8 of Part B of Schedule 1, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and |

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| | <p>reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home</p> |
| "Affordable Housing" | <p>means housing of a kind which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means and who are unable to access private rented/owner occupier accommodation on the open market at a cost low enough for them to afford determined with regard to local incomes and local house prices</p> |
| "Affordable Housing Dwellings" | <p>means 40% of the Dwellings and their plots and allocated parking spaces/garages and shall comprise:</p> <p>69% Social Rented Units</p> <p>6% Shared Ownership Housing Units</p> <p>25% First Homes</p> <p>or such alternative tenure mix as may be agreed in writing between the Owner and the Council</p> <p>such Dwellings to be constructed upon the Land to be provided as Affordable Housing in accordance with the Affordable Housing Scheme and/or Affordable Housing Plan and the provisions of Schedule 1 to this Deed</p> |
| "Affordable Housing Plan" | <p>means the plan to be submitted to the Council as part of the Affordable Housing Scheme showing</p> |

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| | the location of the Affordable Housing Dwellings within the Development |
| "Affordable Housing Scheme" | means a scheme including the Affordable Housing Plan to be submitted to the Council in writing for approval prior to Commencement of Development setting out the number, location, size, tenure(s), specification and timing of the Affordable Housing Dwellings to be constructed on the Land such scheme to be in accordance with the definition of Affordable Housing Dwellings and the provisions of Schedule 1 |
| "the Application" | means the outline planning application validated by the Council on 29 January 2024 under Council Reference No. M/23/01777/OUT |
| "Armed Services Member" | means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service |
| "the Bus Services Contribution" | means £85,800 (eighty five thousand eight hundred pounds) payable in accordance with Schedule 6 to this Deed |
| "Commencement of Development" | means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined by Sections 56 (4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (other than demolition), archaeological excavations, ecological mitigation works, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly |

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| <p>“the Community Infrastructure Contribution”</p> | <p>means the sum to be calculated in accordance with the following, formula determined by the mix of General Market Dwellings (excluding Affordable Housing)</p> <ul style="list-style-type: none"> • £1,805.71 (one thousand eight hundred and five pounds and seventy one pence) for each 1 bed General Market Dwelling • £2,708.56 (two thousand seven hundred and eight pounds and fifty six pence) for each 2 bed General Market Dwelling • £3,611.41 (three thousand six hundred and eleven pounds and forty one pence) for each 3+ bedroom General Market Dwelling <p>payable in accordance with Schedule 4 to this Deed</p> |
| <p>“the Community Transport Contribution”</p> | <p>means £34,057.80 (thirty four thousand and fifty seven pounds and eighty pence) payable in accordance with Schedule 6 to this Deed</p> |
| <p>“Completed”</p> | <p>means practical completion of the construction of any Dwelling or Dwellings which shall be deemed to have occurred upon the first of the following to occur:</p> <p>(i) the issue of a cover note by the National House Building Council (NHBC) or equivalent issued by any other reputable warranty provider in respect of such Dwelling or Dwellings or in the alternative;</p> <p>(ii) when the Council’s building control consultancy or an approved inspector has certified that such Dwelling or Dwellings are practically complete or has issued a building control inspection certificate;</p> <p>and “Completion” shall be construed accordingly</p> |
| <p>“Compliance Certificate”</p> | <p>means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 6.2 of Part B of Schedule 1 applies the</p> |

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| | Eligibility Criteria (Local) in the form at Appendix A |
| "the Contributions" | means together the SSSI Contribution, Education Contribution, Community Infrastructure Contribution, NHS Contribution and Highways Contribution |
| "the Council" | means Malvern Hills District Council or any successor to its statutory functions |
| "the County Council" | means Worcestershire County Council or any successor to its statutory functions |
| "the Development" | means the construction of up to 200 dwellings (use class C3) including the provision of affordable homes, new pedestrian connections, internal roads, parking, open space including landscaping and an area for play, surface water drainage and other supporting infrastructure, including utilities and engineering works including groundworks pursuant to the Planning Permission |
| "Development Standard" | <p>means a standard to fully comply with the following:-</p> <ul style="list-style-type: none"> (c) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (d) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time (e) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited |

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| | <p>(f) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)</p> <p>and the same may be amended by written agreement of the Parties in accordance with paragraph 5.1 of Part B of Schedule 1</p> |
| "Disposal" | <p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:</p> <p>(g) a letting or sub-letting in accordance with paragraph 7 of Part B of Schedule 1;</p> <p>(h) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner;</p> <p>(c) an Exempt Disposal;</p> <p>and "Disposed" and "Disposing" shall be construed accordingly</p> |
| "Dwelling" | <p>means a residential unit permitted to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall mean more than one Dwelling and which for the avoidance of doubt shall include the Affordable Housing Dwellings</p> |
| "the Education Contribution" | <p>means the Primary SEND Contribution and the Secondary SEND Contribution</p> |
| "Eligibility Criteria (National)" | <p>means criteria which are met in respect of a purchase of a First Home if:</p> <p>(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each</p> |

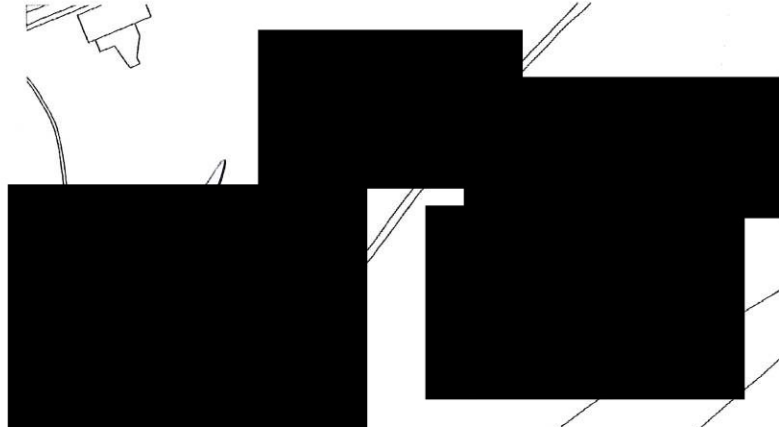
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| | <p>joint purchaser is a First Time Buyer); and</p> <p>(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).</p> |
| "Eligibility Criteria (Local)" | <p>means criteria (if any) published by the Council at the date of the Disposal of a First Home which are met in respect of a Disposal of a First Home if:</p> <p>(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and</p> <p>(b) any or all of criteria (i) (ii) and (iii) below are met:</p> <p>(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or</p> <p>(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</p> <p>(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</p> <p>it being acknowledged that at the date of this Deed the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.</p> |

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| "Exempt Disposal" | <p>means the Disposal of a First Home in one of the following circumstances:</p> <ul style="list-style-type: none"> (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner; (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner; (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part B of Schedule 1 shall apply to such sale); <p>PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 7 of Part B of Schedule 1</p> |
| "First Home" | <p>means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Discounted Price and which on its first Disposal does not exceed the Price Cap</p> |
| "First Home Discounted Price" | <p>means a sum which is the Open Market Value discounted by at least 30%</p> |
| "First Homes Mortgagee" | <p>means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide</p> |

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| | facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home |
| "First Homes Owner" | means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: <ul style="list-style-type: none"> (a) the Owner or Developer; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 7 of Part B of Schedule 1 |
| "First Time Buyer" | means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003 |
| "General Market Dwellings" | means Dwellings other than the Affordable Housing Dwellings and First Homes constructed on the Land pursuant to the Planning Permission and for sale or potentially for sale on the open market |
| "Highways Contribution" | means together the Active Travel Contribution, Bus Services Contribution, Community Transport Contribution and Junction Mitigation Contribution |
| "Homes England Model Shared Ownership Lease" | means a form of lease prepared by a Registered Provider in a form which has been approved and/or prescribed by Homes England as being an appropriate lease for the properties |
| "The Housing Act" | means the Housing Act 1985 or any statutory modification or re-enactment thereof |
| "Housing For You Register" | shall mean the register for allocating the Social Rented Units administered by the Council or any |

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| | equivalent or similar replacement from time to time in existence |
| "Income Cap (Local)" | means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home it being acknowledged that at the date of this Deed the Council has not set an Income Cap (Local) |
| "Income Cap (National)" | means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home |
| "the Junction Mitigation Contribution" | means £16,000 (sixteen thousand pounds) payable in accordance with Schedule 6 to this Deed |
| "Key Worker" | means such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker |
| "the Land" | means the area of land shown edged red on the Plan excluding any areas which are highway maintainable at public expense |
| "Local Connection Criteria" | such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of |

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| | the relevant Disposal of the First Home shall be the "Local Connection Criteria". which shall apply to that Disposal it being acknowledged that at the date of this Deed the Council has not designated any criteria as Local Connection Criteria |
| "Management Company" | means a management company the principal objects of which are to maintain and enhance the On Site Public Open Space (including any play areas) to the reasonable satisfaction of the owners and occupiers of the Dwellings from time to time |
| "Mortgagee" | shall mean any mortgagee chargee or lender with a charge secured on a Completed Dwelling or Completed Dwellings constructed on any part of the Land and the expression Mortgagee shall include any receiver or manager or other party pursuant to any statutory or contractual right and the expression Mortgagee shall include any mortgagee or chargee or lender acting as a security trustee |
| "the NHS Contribution" | means £129,600 (one hundred and twenty nine thousand six hundred pounds) payable in accordance with Schedule 5 to this Deed |
| "Occupation" | means the date at which a Dwelling is first occupied for the purposes permitted by the Planning Permission but excluding occupation of a Dwelling where that Dwelling is being used solely for the purpose of a show home/flat (where no persons are resident) in the course of marketing the Development and not including occupation by personnel engaged in construction fitting out or decoration or occupation in relation to security operations and "Occupied" and "Occupy" will be construed accordingly |
| "On Site Public Open Space" | means the public open space including a local equipped area of play and appropriate access to and egress from it for the general public and for maintenance purposes in accordance with Schedule 7 of this Deed in the general location shown on the Plan with the precise boundaries |



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| | and area to be determined under the Reserved Matters Approval but for the avoidance of doubt excluding the areas shown coloured brown on the Plan being the retained land for access corridors |
| "On Site Public Open Space Maintenance Contribution" | means the sum payable by the Owner to the local parish council in respect of the maintenance of the On Site Public Open Space calculated in accordance with the appropriate criteria by the local parish council's annual maintenance cost of the On Site Public Open Space at the time the On Site Public Open Space is transferred x 20 years plus 15% administration fees PROVIDED THAT this shall only apply if the Owner elects to transfer the On Site Public Open Space to the local parish council and it accepts such transfer |
| "Open Market Value" | means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the reduction in value imposed by the First Homes Discounted Price |
| "Plan" | means the plan attached to this Deed being the plan titled "Development Framework Plan" and with drawing number HLM035-042 Rev F |
| "the Planning Permission" | means the permission to be granted pursuant to the Application and any approved non material amendment(s) to it |
| "Practical Completion" | means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and the First Home can be Occupied |
| "Price Cap" | means the amount for which the First Home is sold after the application of the First Homes Discounted Price which on its first Disposal shall |

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| | not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State |
| "Primary SEND Contribution" | <p>means the sum calculated using the following formula:</p> $(N \times 0.05 \times 7 \times 0.03) \text{ (rounded to the nearest whole number)} \times £23,113 \times 4 = \text{PSC}$ <p>where N is the aggregate number of Relevant Dwellings comprised in the Development as referred to in the Reserved Matters Approval</p> <p>and</p> <p>PSC is the Primary SEND Contribution not exceeding the sum of £184,904 (one hundred and eighty four thousand nine hundred and four pounds)</p> |
| "Protected Tenant" | <p>means any tenant or leaseholder who;</p> <ul style="list-style-type: none"> a) has exercised any statutory right to buy or acquire in respect of a particular Affordable Housing Dwelling (which expression excludes any tenant or leaseholder who has exercised a Voluntary Right to Buy); or b) is a leaseholder of a Shared Ownership Housing Unit and has subsequently purchased from the freeholder all the remaining equitable shares in that Shared Ownership Housing Unit so that the said tenant or leaseholder owns the entire Shared Ownership Housing Unit |
| "Qualifying Resident" | <p>shall mean in the case of Social Rented Units a person who is in need of Affordable Housing and is on the Housing For You Register, and</p> <ul style="list-style-type: none"> (a) has lived in the District of Malvern Hills by choice for a certain time (for six months out of the last twelve months or for three years out of the last five years), or; (b) has close family living in the District of Malvern Hills who have been permanently |

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| | <p>resident for at least the previous five years (close family is specifically mother, father, brother, sister, adult son or adult daughter), or;</p> <p>(c) has permanent paid employment within the District of Malvern Hills, or;</p> <p>(d) has a local connection to the District of Malvern Hills as a result of special circumstances (subject to approval by the Head of Housing Services) or;</p> <p>to the extent that no persons qualify pursuant to (a) to (d) above, then a person who is approved in writing by the Council as being in need of Affordable Housing (such approval not to be unreasonably withheld or delayed) and is ordinarily resident in the United Kingdom</p> <p>shall mean in the case of Shared Ownership Housing Units:</p> <p>(i) a person who is in need of Affordable Housing and meets the eligibility criteria set by Government (from time to time) as approved by the Registered Provider, and</p> <p>(a) has lived in the District of Malvern Hills by choice for a certain time (for six months out of the last twelve months or for three years out of the last five years), or;</p> <p>(b) has close family living in the District of Malvern Hills who have been permanently resident for at least the previous five years (close family is specifically mother, father, brother, sister, adult son or adult daughter), or;</p> <p>(c) has permanent paid employment within the District of Malvern Hills, or;</p> <p>(d) has a local connection to the District of Malvern Hills as a result of special circumstances (subject to approval by the Head of Housing Services), or;</p> <p>to the extent that no persons qualify pursuant to (a) to (d) above, then a person, person who is in need of Affordable Housing and meets the eligibility criteria of Homes England (from time to</p> |
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| | time) and is ordinarily resident in the United Kingdom PROVIDED THAT if contracts have not been exchanged to sell/lease the Shared Ownership Housing Unit to any persons listed above at open market value taking into account the existence of this Deed (or completion effected where there is to be no exchange of contracts) through no fault of the seller for not less than three months of the Shared Ownership Housing Unit being marketed for sale, but not before one month has expired following Completion of the Shared Ownership Housing Unit, then Qualifying Resident shall mean any person who is registered with and approved by the Registered Provider as being in need of Affordable Housing |
| "Registered Provider" | means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements who is approved or accredited by the Regulator of Social Housing or similar successor body |
| "Regulator of Social Housing" | means the Regulator of Social Housing established under section 80A of the Housing and Regeneration Act 2008 (as amended) or such successor body from time to time |
| "Relevant Dwelling" | means a Dwelling but excluding (i) any 1 bedroom Dwellings and (ii) any Social Rented Units |
| "Reserved Matters Approval" | means the approval of details of any one or more of appearance, landscaping, layout and scale reserved under the terms of the Planning Permission |
| "Retail Prices Index" | means the Retail Prices Index for "All Items" published by the Office for National Statistics or in the event that the Office for National Statistics shall cease to compile or publish the said Retail Prices Index such other index as the parties hereto shall agree or in default of agreement such Index as shall be determined for the purposes of this Deed as being an Index which gives an accurate indication of the rate of inflation |

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| | of prices in the United Kingdom from month to month |
| “SDLT” | means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect |
| “Secondary SEND Contribution” | <p>means the sum calculated using the following formula:</p> $(N \times 0.04 \times 6 \times 0.03) \text{ (rounded to the nearest whole number)} \times £31,790 \times 4 = \text{SSC}$ <p>where N is the aggregate number of Relevant Dwellings comprised in the Development as referred to in the Reserved Matters Approval</p> <p>and</p> <p>SSC is the Secondary SEND Contribution not exceeding the sum of £127,160 (one hundred and twenty seven thousand one hundred and sixty pounds)</p> |
| “Secretary of State” | means the Secretary of State for Housing Communities and Local Government from time to time appointed and includes any successor in function |
| “Shared Ownership Housing Units” | means those Affordable Housing Dwellings including their plots and allocated parking space and/or garage as shall be constructed on the Land pursuant to the provisions of Schedule 1 and the Affordable Housing Scheme where a proportion of the equity is sold on a long lease to the purchaser and the remainder of the equity is retained in perpetuity by the Registered Provider subject to rent being charged on the retained equity on terms that are set out in the Homes England Model Shared Ownership Lease |
| “Social Rented Units” | means the Affordable Housing Dwellings constructed pursuant to Schedule 1 where the rents are calculated in accordance with the formula for setting social rent levels in The Policy Statement on Rents for Social Housing issued by the Ministry of Housing Communities and Local Government February 2019 Chapter 2 and Appendices A and B the document entitled |

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| | "Limit on Annual Rent Increases 2020-2021" issued by The Regulator of Social Housing April 2020 and the document entitled Rent Standard April 2020 issued by the Regulator of Social Housing or any amendment to or replacement of these from time to time |
| "the SSSI Contribution" | means £269.72 (two hundred and sixty nine pounds and seventy two pence) per Dwelling payable in accordance with Schedule 2 to this Deed |
| "Valuer" | means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity |
| "Voluntary Right to Buy" | means the right to buy or acquire right to buy or acquire a particular Affordable Housing Dwelling (which for the avoidance of doubt shall not include Shared Ownership Housing Units or First Homes) by way of voluntary agreement and not pursuant to a statutory right to buy |
| "Working Day" | means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or a day falling within the period 24 December to the immediately following 2nd January (inclusive) |

2. CONSTRUCTION

- 2.1 Words of masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice-versa and words denoting persons shall include bodies companies incorporated associations and partnerships and vice versa
- 2.2 Reference to any statute or statutory provisions includes a reference to:-
 - 2.2.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
 - 2.2.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Deed
- 2.3 The term "the Owner" shall include their assigns and successors in title to their legal interest in the Land or any part or parts thereof at the date hereof and to the rights and obligations created by this Deed

- 2.4 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 2.5 Any covenants obligations or other commitments given by more than one party to this Deed shall be joint and several and where any party consists of two or more persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally
- 2.6 The headings in this Deed are for ease of reference only and cannot be taken into account in its interpretation
- 2.7 Where the agreement, consent, approval or expression of satisfaction (or anything of a like nature) from the Council or the County Council is required by the Owner or any other party then such agreement, consent, approval or expression of satisfaction shall not be unreasonably or arbitrarily withheld or delayed
- 2.8 Where there is reference to an officer of the Council or County Council in this Deed such reference shall include the officer referred to and any future officer (howsoever named) that carries on the same or similar function to the officer referred to and any officer to whom such officers have delegated responsibility

3. HISTORY

- 3.1 The Council is the appropriate local planning authority for the purpose of the 1990 Act in respect of the area which includes the Land
- 3.2 The Council is also the housing authority for the purposes of the Housing Act and as housing authority is required by section 8 of the Housing Act to consider housing conditions in its district and the needs of the district with respect to the provision of further housing accommodation
- 3.3 The County Council is the strategic planning authority for the County of Worcestershire and is a local planning authority for the purposes of section 106 of the 1990 Act and is the education authority as defined in the Education Act 1996 and is the highway authority as defined in the Highway Act 1980 for the area in which the Land is situated and by whom the obligations in the Agreement in respect of highway matters are enforceable
- 3.4 The County Council in its capacity as highway authority has identified the need for works to the adopted highway as part of the Development and conditions are to be imposed on the Planning Permission in respect of these works
- 3.5 The Owner is the freehold owner of that part of the Land registered with title absolute at the Land Registry under title no. WR77019
- 3.6 The Owner and the Developer entered into an option agreement in respect of the Land dated 23 December 2014

- 3.7 The Council the Owner the Developer and the County Council are entering into this Deed to make provision for regulating the Development in manner hereinafter appearing
- 3.8 The Developer has submitted the Application to the Council
- 3.9 The Owner and the Developer have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owner

4. **PLANNING OBLIGATIONS**

The covenants contained in Schedules 1-7 (inclusive) to this Deed are planning obligations for the purposes of Section 106 of the 1990 Act

NOW THIS DEED WITNESSETH as follows:

5. **BINDING EFFECT OF THE AGREEMENT**

- 5.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Sections 8 and 9 of the Housing Act and all other enabling powers and it and the covenants contained in it are enforceable by the Council and the County Council pursuant to such Acts
- 5.2 The Owner in respect of the Land hereby covenants and undertakes in respect of each and every part of the land to observe and perform the covenants which are contained in Schedules 1-7 (inclusive) to this Deed with the intent that the same shall bind the Land and be enforceable without limit of time not only against the Owner but also against each and any of their successors in title and any person claiming any legal or equitable estate or interest in the Land or any part or parts of it as if that successor and person had also been an original covenanting party

6. **EFFECTIVE DATE**

The provisions of this Deed shall come into effect upon the grant of the Planning Permission and the Commencement of Development save for the provisions of this clause 6 and clauses 7.1, 8, 9, 10, 11, 12, 14, 15, 16 and Schedule 1 Part A paragraph 1 and Schedule 7 paragraph 1 which shall come into effect immediately upon completion of this Deed

7. **WARRANTIES**

- 7.1 The Owner hereby warrants to the Council and the County Council that in respect of the Land:
 - 7.1.1 it remains at the date of this Deed seised in fee simple of the Land they are registered with title absolute at the Land Registry under title no. WR77019 as at 21 October 2024 at 15:45 free from any encumbrances;

7.1.2 it has obtained all necessary permissions and consents required from any covenantees or any other persons to them entering into this Deed and that it enters into this Deed with full capacity and ability to observe and perform the obligations hereunder; and

7.1.3 there have been no dealings with the Land between 21 October 2024 at 15:45 and the date hereof

8. DECLARATIONS

IT IS HEREBY AGREED AND DECLARED

- 8.1 The planning obligations on the part of the Owner shall be in addition to and not in derogation of the Planning Permission
- 8.2 Nothing in this Deed shall be construed as restricting the exercise by the Council and the County Council of any powers exercisable by it under the 1990 Act or any other Act regulation or byelaws
- 8.3 This Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or any other appropriate person or authority pursuant to the provisions of the 1990 Act
- 8.4 Subject only to clause 14 and to the provisions of Sections 106A and 106B of the 1990 Act the terms and conditions of this Deed can only be varied by a supplemental deed
- 8.5 No waiver whether express or implied by the Council and/or the County Council of any breach or default by the Owner in performing or observing any of the covenants of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and/or the County Council from enforcing any of the said covenants or from acting upon any subsequent breach or default in respect thereof by the Owner
- 8.6 The Owner waives any rights to claim compensation arising from any limitation or restriction on the planning use of the Land under the terms of this Deed
- 8.7 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 8.8 If any individual clause or paragraph in this Deed is subsequently held to be unenforceable by a court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from this Deed PROVIDED THAT the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Deed
- 8.9 The validity construction and performance of this Deed shall be governed by English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Deed

8.10 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed nothing in this Deed shall be binding on nor enforceable against:

- 8.10.1 A Protected Tenant (including their Mortgagee) nor against anyone deriving title from any of them;
- 8.10.2 A mortgagee or chargee or receiver of a Registered Provider (as defined in Clause 13 of this Deed) which has first complied with the requirements of Clause 13.2 of this Deed;
- 8.10.3 A First Homes Mortgagee which has first complied with the requirements of paragraph 8 of Part B of Schedule 1 of this Deed;
- 8.10.4 A Registered Provider complying with any statutory or contractual rights of a Protected Tenant to acquire the freehold in any Affordable Housing Dwellings; and
- 8.10.5 The successors in title to all of the foregoing including any Mortgagee lender or chargee to any such successors in title

And for the avoidance of doubt this Clause 8.10 shall not apply to anyone exercising a Voluntary Right to Buy an Affordable Housing Dwelling and such Affordable Housing Dwellings shall continue to be bound by this Deed

8.11 Notwithstanding anything to the contrary contained or referred to elsewhere in this Deed the provisions of Schedule 1 of this Deed shall not be enforceable against the owner occupiers tenants or mortgagees of the General Market Dwellings constructed pursuant to the Planning Permission and purchased and occupied as private dwellings nor their successors in title so as to require them to construct or procure the construction and completion of the Affordable Housing Dwellings

8.12 The provisions of Schedules 2-7 (inclusive) of this Deed shall not be binding on any occupier tenant or lessee of an Affordable Housing Dwelling (with the exception of the First Homes) or any Mortgagee or successor in title of the foregoing

8.13 No person shall be liable for a breach of this Deed:

8.13.1 after he shall have parted with all interest in the Land or that part in respect of which such breach occurred but without prejudice to liability for any subsisting breach which occurred prior to parting with such interest; and

8.13.2 to the extent that such breach relates to any part of the Land in which the person has no interest

8.14 Statutory undertakers or other utility suppliers with an interest in the Land only by virtue of the location of their structures or other apparatus on the Land (including electricity substations, poles stays gas governor stations and/or pumping stations) are specifically excluded from liability under this Deed

- 8.15 The Council covenants with the Owner as set out in Schedule 8
- 8.16 The County Council covenants with the Owner as set out in Schedule 9
- 8.17 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Land (or any part or parts thereof) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed which does not require the variation or revocation of this Deed

9. NOTICE OF DEED

- 9.1 The Council will on completion of this Deed register it in the local land charges register pursuant to the provisions of the Local Land Charges Act 1975

10. COSTS OF PREPARATION OF AGREEMENT

- 10.1 The Developer covenants to pay the Council's reasonable and proper legal costs in relation to this Deed on the date hereof
- 10.2 The Developer covenants to pay the Council its monitoring and administrative fees in relation to this Deed on the date hereof in the sum of £2,250 (two thousand two hundred and fifty pounds)
- 10.3 The Developer covenants to pay the County Council's reasonable and proper legal costs in relation to this Deed on the date hereof
- 10.4 The Developer covenants to pay the County Council its monitoring and administrative fees in relation to this Deed on the date hereof in the sum of £6,879 (six thousand eight hundred and seventy nine pounds)

11. DISPUTES

- 11.1 In the event of there being any dispute between the parties hereto in respect of any of the terms of this Deed such dispute shall be determined in accordance with this clause and either party to the dispute may at any time require by notice in writing to the other party to the dispute an independent expert to be appointed to resolve the dispute
- 11.2 The expert (who shall be an appropriately qualified person to resolve the dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within one month of a requirement being made pursuant to this clause shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party to the dispute made at any time after the said period of one month
- 11.3 Notice in writing of his appointment shall be given by the expert to the parties to the dispute and he shall invite each to submit within a specified period (which will not exceed four weeks) any written representations each wishes to make to him

- 11.4 The expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said period and shall not be In any way limited or fettered thereby and shall determine the dispute in accordance with his own judgment
- 11.5 The expert shall give notice in writing of his decision to the parties to the dispute within 2 months of his appointment or within such extended period as the parties may together allow
- 11.6 The decision of the expert shall be final on all matters referred to him save in the case of manifest error
- 11.7 If for any reason the expert shall fail to make a decision and give notice thereof within the time and in the manner herein before provided either party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary
- 11.8 Each party to the dispute shall bear its own costs save that the fees of the expert and of the Royal Institution of Chartered Surveyors shall be in the expert's determination
- 11.9 Nothing in this clause shall be construed as ousting the jurisdiction of the courts to enforce the provisions of this Deed

12. NOTICES

- 12.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery post
- 12.2 The address for service of any such notice consent or approval as aforesaid shall in the case of service upon the Council and the County Council be at the address aforesaid or such other address for service as shall have been previously notified by the Council and/or the County Council to the Owner and in the case of service upon the Owner will be at their last known address (if an individual) or then current registered office (if a company)
- 12.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

12.3.1 If personally delivered at the time of delivery; and

12.3.2 If posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the England and Wales

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

13. MORTGAGEE PROTECTION

13.1 For the avoidance of doubt, this clause 13 applies only to the mortgagee or chargee or receiver of a Registered Provider (this provision shall not apply in respect of a First Home Mortgagee).

13.2 The affordable housing provisions in this Deed shall not be binding on a mortgagee or chargee (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 (each a Receiver)) of the whole or any part of its Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT:

13.2.1 such mortgagee or chargee or Receiver shall first give written notice to the Head of Legal Services at the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of its Affordable Housing Dwelling(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

13.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of its Affordable Housing Dwelling(s) free from the affordable housing provisions in this Deed, which provisions shall determine absolutely.

14. TERMINATION OF THIS DEED

14.1 This Deed will come to an end if:

14.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn or modified at any time so as to render this Deed or any part of it irrelevant, impractical or unviable;
or

14.1.2 the Planning Permission expires before the Commencement of Development

15. SECTION 73 VARIATION

15.1 In the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the 1990 Act and unless otherwise agreed between the parties, with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- 15.1.1 The obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to section 73 of the 1990 Act and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the 1990 Act;
- 15.1.2 The definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permission(s); and
- 15.1.3 This Deed shall be endorsed with the following words in respect of any future section 73 application:

"The obligations in this Deed relate to and bind the Land in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

ALWAYS PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application under section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations insofar as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 Act

16. DEVELOPER'S CONSENT

- 16.1 The Developer hereby consent to the completion of this Deed and declare that its interest in the Land shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the creation of its interest in the Land and that its interest in the Land shall take effect subject to this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed other than pursuant to clause 10 unless it takes ownership or possession of the Land in which case it will be bound by the obligations as if it were a person deriving title from the Owner

SCHEDULE 1

AFFORDABLE HOUSING

PART A

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development to submit the Affordable Housing Scheme to the Head of Housing Services at the Council for approval and for the avoidance of doubt the Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Head of Housing Services at the Council (such approval not to be unreasonably withheld or delayed)
2. To construct and lay out the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme and the provisions of this Schedule 1
3. The Owner will or will procure the construction and completion at their own cost and expense of 50% of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of fifty per cent (50%) of the General Market Dwellings
4. The Owner will or will procure the construction and completion at their own cost and expense of all the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of eighty per cent (80%) of the General Market Dwellings (or such later trigger as may be agreed in writing by the Council)
5. Completion of the Affordable Housing Dwellings shall be deemed to be either when the NHBC Buildmark Certificate (or similar equivalent certification) shall have been issued in respect of all of the relevant Affordable Housing Dwellings or when the local authority building control consultancy or approved inspector certifies them all complete if earlier
6. Not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings unless in accordance with the provisions of this Deed and to ensure that all of the Affordable Housing Dwellings are sold and/or leased and/or occupied in accordance with this Deed, the Affordable Housing Scheme
7. Not to allow fifty percent (50%) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of 50% of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal Services at the Council

8. Not to allow eighty percent (80%) or more of the General Market Dwellings (or such later trigger as may be agreed in writing by the Council) to be Occupied until there has been a freehold transfer or grant of a long headlease of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal Services at the Council
9. Not to allow the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) to be occupied otherwise than by a person who at the date of his first Occupation is a Qualifying Resident (together with members of his immediate family) who occupies the Affordable Housing Dwelling as his sole residence
10. Not initially to dispose of any of the Affordable Housing Dwellings (save for First Homes in respect of which Part B of this Schedule 1 shall apply) otherwise than by way of a mortgage or charge or to a Registered Provider by way of a freehold transfer or grant of a long headlease for the purposes of providing Affordable Housing Dwellings
11. To give notice in writing to the Head of Legal Services at the Council of:
 - (a) completion of the freehold sale or grant of a long headleasehold interest in the Affordable Housing Dwellings; and
 - (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings at least 3 weeks prior to such expected date; and
 - (c) the expected date of first Occupation of eighty percent (80%) of the General Market Dwellings at least 3 weeks prior to such expected date
12. If the Development is one which will involve the creation or employment of a management company there shall be a management company for all of the common parts which serve the relevant Dwellings but provided always for the sake of clarity nothing in this Deed shall operate so as to prevent or prohibit the Affordable Housing Dwellings (save for the First Homes) from being exclusively owned and managed by the Registered Provider (which has acquired such Dwellings) and provided further that details of such management arrangements shall be submitted to the Head of Legal Services at the Council prior to the transfer of any Affordable Housing Dwellings to a Registered Provider and agreed in writing by the Head of Legal Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling
13. Not to charge an occupier of any of the Affordable Housing Dwellings (excluding the First Homes) a service charge unless details of all items covered under the service charge have been submitted to the Head of Housing Services at the Council at least two months prior to

Occupation of any Affordable Housing Dwelling and have been approved in writing by the Head of Housing Services at the Council

14. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings ceases to be accredited or approved by the Regulator of Social Housing:
 - 14.1 to give notice immediately in writing to the Head of Legal Services at the Council of the cessation of accreditation or approval; and
 - 14.2 to transfer all legal interest in its Affordable Housing Dwellings to another Registered Provider subject to the provisions of this Deed
 - 14.3 a Registered Provider that has ceased to be accredited or approved by the Regulator for Social Housing may dispose of its freehold or long headleasehold interest in the Affordable Housing Dwellings subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 14.2 above and thereupon the provisions of paragraph 14.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings PROVIDED THAT:
 - 14.3.1 the Registered Provider notifies the Head of Legal Services at the Council in writing that it is seeking a purchaser of its freehold or long headleasehold interest in the Affordable Housing Dwellings; AND
 - 14.3.2 the Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or long headleasehold interest in the Affordable Housing Dwellings to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 14 at a price equal to its market value taking into account the existence of the Deed; AND
 - 14.3.3 at least four months have elapsed since the said Head of Legal Services at the Council received the written notice referred to at paragraph 14.3.1 above and a contract for the disposal of the freehold or long headleasehold in the relevant Affordable Housing Dwellings has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal Services at the Council
15. If paragraph 14 applies then until such time as the Affordable Housing Dwellings are transferred pursuant to paragraph 14 not to increase the rent or service charge of the Affordable Housing Dwellings above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council
16. In the event that a tenant or other occupier of a Social Rented Unit exercises the right to buy under applicable legislation to procure that any Registered Provider shall unless the legislation otherwise requires use or procure the use of the net proceeds of sale for the delivery of

Affordable Housing within the District of Malvern Hills without undue delay (unless otherwise agreed in writing with the Council)

PART B – First Homes

1. Obligations

The Owner covenants with the Council (unless otherwise agreed in writing) for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come save that:

- 1.1 paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;
- 1.2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 paragraph 8 applies as set out therein.

2. Quantum of First Homes

- 2.1 To provide 25% of the total number of Affordable Housing Dwellings (rounded up or down to the nearest whole Dwelling) as First Homes in accordance with the Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Deed.

3. Clustering

- 3.1 The First Homes shall not be visually distinguishable from the General Market Dwellings based upon their external appearance
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent General Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4 Type and Distribution

The mix of First Homes provided within the Land shall be in accordance with:

- 4.1 the Affordable Housing Scheme; and
- 4.2 the Affordable Housing Plan

5. Development Standard

All First Homes shall be constructed to:-

- 5.1 the Development Standard current at the date of reserved matters approval (or such alternative standard as may be agreed in writing by the Owner and the Council); and
- 5.2 no less than the standard applied to the General Market Dwellings.

6 Delivery Mechanism

- 6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

- 6.1.1 the Eligibility Criteria (National); and

- 6.1.2 the Eligibility Criteria (Local) (if any).

- 6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply.

- 6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee

- 6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

- 6.4.1 the Council has been provided with evidence that:

- 6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local) (if any);

- 6.4.1.2 the Dwelling is being Disposed of as a First Home at the First Homes Discounted Price; and

- 6.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be 'Malvern Hills District Council';

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 6.1 to 6.9 of Part B of Schedule 1 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) Consolidated Rank Properties Limited (2) Hallam Land Management Limited (3) Malvern Hills District Council and (4) Worcestershire County Council

d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

6.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 of this Part of this Schedule have been met

6.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Malvern Hills District Council, Council House, Avenue Road, Malvern, Worcestershire WR14 3AF or their conveyancer that the provisions of Part B of Schedule 1 (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.6 The owner of a First Home (which for the purposes of this paragraph shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 of this Part of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1 of this Part of this Schedule; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 of this Part of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.7 Upon receipt of an application served in accordance with paragraph 6.6 of this Part of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Homes Discounted Price

6.8 If the Council is satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:

6.8.1 to the Council at the First Homes Discounted Price; or

6.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 of this Part of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

6.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 of this Part of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner of a First Home to take to secure the Disposal of the Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of a First Home has been unable to Dispose of the Dwelling

as a First Home he may serve notice on the Council in accordance with paragraph 6.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

- 6.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Homes Discounted Price in accordance with paragraphs 6.8 or 6.9 of this Part of this Schedule the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution
- 6.12 Any person who purchases a First Home free of the restrictions in this Part B of Schedule 1 of this Deed pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Council

7. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below:

- 7.1 a First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years;
- 7.2 a First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 of this Part of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. First Home Mortgagee Exclusion

The obligations in paragraphs 1-7 of this Part of this Schedule in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a First Home Receiver)) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or First Home Receiver PROVIDED THAT:

- 8.1 such First Home Mortgagee or First Home Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 8.2 once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or First Home Receiver to the Council the First Home Mortgagee or First Home Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3 of this Part of this Schedule;
- 8.3 following the Disposal of the relevant First Home the First Home Mortgagee or First Home Receiver shall following the deduction of the amount due and outstanding under

the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.

SCHEDULE 2

SSSI CONTRIBUTION

The Owner covenants with the Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the Council the SSSI Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) and to be used towards the mitigation of recreational impact on the Malvern Hills SSSI
2. To give notice in writing to the Head of Legal Services at the Council of the expected date of first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of first Occupation of the first Dwelling
3. If the SSSI Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the SSSI Contribution shall become payable to the Council in addition to the SSSI Contribution from the date when the SSSI Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of any of the Dwellings forming part of the Development until the SSSI Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 of this Schedule has been paid in full to the Council

SCHEDULE 3

EDUCATION CONTRIBUTION

The Owner covenants with the County Council as follows:

1. To pay to the County Council the Education Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in two equal instalments upon:
 - a. the Occupation of 33% of the Dwellings comprising the Development; and
 - b. the Occupation of 66% of the Dwellings comprising the Development;which shall be used towards improving and enhancing special education needs and disabilities facilities within the vicinity of the Land
2. To give notice in writing to the Head of Legal Services at the County Council of the expected date of Occupation of 33% of the Dwellings comprising the Development and 66% of the Dwellings comprising the Development at least 10 Working Days in advance of the expected dates
3. If the Education Contribution is not paid as set out in paragraph 1 to this Schedule interest upon the Education Contribution shall become payable to the County Council in addition to the Education Contribution from date the Education Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of more than 33% and 66% (respectively) of the Dwellings forming part of the Development until the respective instalment of the Education Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the County Council
5. In event that the County Council funds the provision of any of the services or infrastructure which is to be funded by the Education Contribution prior to payment of all or part of the Education Contribution the parties agree that the County Council shall be entitled to use any payment received in respect of the Education Contribution to reimburse itself in respect of such expenditure

SCHEDULE 4

COMMUNITY INFRASTRUCTURE CONTRIBUTION

The Owner covenants with the Council as follows:

1. To pay to the Council the Community Infrastructure Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in two equal instalments:
 - a. prior to first Occupation of the twenty fifth (25th) Dwelling forming the Development; and
 - b. prior to Occupation of the seventy fifth (75th) Dwelling forming the Developmentwhich shall be used by the Council towards the provision or improvement of playing pitches, open spaces and built facilities in the vicinity of the Land
2. To give notice in writing to the Head of Legal and Democratic Services at the Council at the address herein of the expected date for first Occupation of the 25th Dwelling and Occupation of the 75th Dwelling forming part of the Development at least 10 Working Days prior to the expected date of first Occupation of the 25th Dwelling and Occupation of the 75th Dwelling forming part of the Development
3. If the Community Infrastructure Contribution is not paid to the Council as set out in paragraph 1 to this Schedule then interest upon the Community Infrastructure Contribution shall become payable to the Council in addition to the Community Infrastructure Contribution from the date when the Community Infrastructure Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit Occupation of more than 24 Dwellings forming part of the Development or more than 74 of the Dwellings forming part of the Development (respectively) until the respective instalment of the Community Infrastructure Contribution together with an amount equivalent to any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council

SCHEDULE 5

NHS CONTRIBUTION

The Owner covenant with the Council as follows:

1. Prior to the first Occupation of the first Dwelling to pay to the Council the NHS Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of capital investment to support primary care trust healthcare provision
2. To give notice in writing to the Head of Legal Services at the Council of the expected date for the first Occupation of the first Dwelling at least 10 Working Days prior to the expected date of the first Occupation of the first Dwelling
3. If the NHS Contribution is not paid as set out in paragraph 1 above interest upon the NHS Contribution shall become payable to the Council in addition to the said Contribution from the date when the NHS Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC
4. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the first Occupation of the first Dwelling until the NHS Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 3 to this Schedule has been paid in full to the Council

SCHEDULE 6

HIGHWAYS CONTRIBUTIONS

The Owner covenants with the County Council as follows:

1. Prior to the Occupation of the 50th Dwelling to pay to the County Council the Active Travel Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) to be used towards the Malvern to Worcester Active Travel Corridor
2. To pay to the County Council the Bus Services Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in two equal instalments:
 - a. prior to Occupation of the 1st Dwelling forming part of the Development; and
 - b. prior to Occupation of the 100th Dwelling forming part of the Developmentin respect of the enhancement of the existing bus service serving the Development known as 'LMS Bus Service 42'
3. Prior to the first Occupation of the first Dwelling to pay to the County Council the Community Transport Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of a community transport provision to ensure that the elderly and disabled residents of the Development have access to essential services
4. Prior to the first Occupation of the 50th Dwelling to pay to the County Council the Junction Mitigation Contribution (which shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of the provision of mitigation measures at the signalised junction of the A449 Worcester Road/B4503 Newton Road
5. To give notice in writing to the Head of Legal Services at the Council of the expected date for;
 - a. first Occupation of the first Dwelling;
 - b. Occupation of the 50th Dwelling; and
 - c. Occupation of the 100th Dwelling;at least 10 Working Days prior to the expected dates (respectively)
6. If the Active Travel Contribution is not paid as set out in paragraph 1 above interest upon the

Active Travel Contribution shall become payable to the County Council in addition to the said Contribution from the date when the Active Travel Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC

7. If the Bus Service Contribution is not paid as set out in paragraph 2 above interest upon the Bus Service Contribution shall become payable to the Council in addition to the said Contribution from the date when the Bus Service Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
8. If the Community Transport Contribution is not paid as set out in paragraph 3 above interest upon the Community Transport Contribution shall become payable to the Council in addition to the said Contribution from the date when the Community Transport Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
9. If the Junction Mitigation Contribution is not paid as set out in paragraph 4 above interest upon the Junction Mitigation Contribution shall become payable to the Council in addition to the said Contribution from the date when the Junction Mitigation Contribution became due until the date of payment to the Council at the rate of 4% above the base lending rate of Barclays Bank PLC
10. Without prejudice to paragraph 1 to this Schedule not to cause or allow or permit the Occupation of the 50th Dwelling forming part of the Development until the Active Travel Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 6 to this Schedule has been paid in full to the Council
11. Without prejudice to paragraph 2 to this Schedule not to cause or allow or permit the Occupation of the 1st or the 100th Dwelling (respectively) forming part of the Development until the Bus Services Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 7 to this Schedule has been paid in full to the Council
12. Without prejudice to paragraph 3 to this Schedule not to cause or allow or permit the first Occupation of the first Dwelling forming part of the Development until the Community Transport Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 8 to this Schedule has been paid in full to the Council
13. Without prejudice to paragraph 4 to this Schedule not to cause or allow or permit the 50th Occupation of the first Dwelling forming part of the Development until the Junction Mitigation Contribution together with any increase in the Retail Prices Index pursuant to paragraph 1 and any interest pursuant to paragraph 9 to this Schedule has been paid in full to the Council
14. In the event that the County Council funds the provision of any of the services or infrastructure which is to be funded by the Highways Contribution prior to payment of all or part of the Highways Contribution the parties agree that the County Council shall be entitled to use any payment received in respect of the Highways Contribution to reimburse itself in respect of such expenditure

SCHEDULE 7

ON SITE PUBLIC OPEN SPACE

The Owner covenants with the Council as follows:

Part A

1. Prior to Commencement of Development to submit to the Head of Housing Services for approval a plan detailing the landscaping and any On Site Public Open Space proposed for the Development and for the avoidance of doubt Commencement of Development on the Land shall not take place until such time as the said plan has been approved in writing by the Council
2. To lay out the On Site Public Open Space in accordance with the plan referred to in paragraph 1 of this Schedule and any conditions attached to the Planning Permission and to the reasonable satisfaction of the Joint Head of Economy and Environment and in accordance with all current health and safety requirements from the date that the same is provided until the date of its transfer pursuant to the provisions of this Schedule
3. To remedy any defects in the On Site Public Open Space and replace any planting that is diseased or dying or items that are broken or damaged from the date that the same is provided until the date the On Site Public Open Space is transferred pursuant to the provisions of this Schedule
4. Until such time as the On Site Public Open Space is transferred to a Management Company or the local parish council to ensure that the On Site Public Open Space is maintained in accordance with any conditions attached to the Planning Permission and with all health and safety requirements in force from time to time and is available at all times for use by the general public at large
5. Not to Occupy more than 75% of the Dwellings (or such later trigger as may be agreed in writing by the Council) until the On Site Public Open Space has either been transferred to the Management Company or the local parish council (for the avoidance of doubt it is agreed that it shall be at the Owner's discretion as to whether it elects to offer to transfer the On Site Public Open Space to the Management Company or the local parish Council) free from encumbrances and together with all necessary rights of access and easements to enable the general public to access and egress it freely and with or without vehicles and machinery for maintenance purposes and the On Site Public Open Space shall be transferred upon the following terms:
 - (a) consideration of £1 (one pound) in the case of a transfer to the Management Company;
or

- (b) consideration of £1 (one pound) in the case of a transfer to the local parish council together with the payment of the On Site Public Open Space Maintenance Contribution and the local parish council's reasonable legal fees; and
 - (c) such transfer to contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Land and each and every part thereof to the effect that the On Site Public Open Space shall not be used for purposes other than public recreation
- 6. To ensure that the On Site Public Open Space together with access and egress to and from it is available at all times for use by the general public at large in perpetuity and to the satisfaction of the Joint Head of Economy and Environment

SCHEDULE 8
COUNCIL'S COVENANTS

Repayment of Contributions

1. The Council hereby covenants with the Owner to use all of the Contributions received by it from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council (both acting reasonably) shall agree in writing provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The Council covenants with the Owner that it will pay to the person that paid the Contribution such amount of any Contribution made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten years of the date of receipt by the Council with the exception of the On Site Public Open Space Maintenance Contribution and/or any contribution (or element thereof) or commuted sum collected towards the maintenance of off site public open space
3. The Council shall provide to the Owner such evidence as the Owner shall reasonably request in writing in order to confirm the expenditure or commitment of the Contribution(s) paid by the Owner to the Council under this Deed

First Homes

4. Upon receipt of the Additional First Homes Contribution in accordance with paragraph 6.10 of Part B of Schedule 1 of this Deed the Council shall:
 - 4.1 within 10 Working Days of such receipt, provide a completed application to enable the removal of the Restriction where such a restriction has previously been registered against the relevant title; and
 - 4.2 apply all monies received by way of Additional First Homes Contribution towards the provision of Affordable Housing
5. Following receipt of notification of the Disposal of the relevant First Home in accordance with paragraph 8 of Part B of Schedule 1 the Council shall:
 - 5.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5 of Part B of Schedule 1; and
 - 5.2 apply all such monies received for the provision of Affordable Housing

SCHEDULE 9

COUNTY COUNCIL'S COVENANTS

Repayment of Contributions

1. The County Council hereby covenants with the Owner to use the Highways Contribution and the Education Contribution received by it from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council (both acting reasonably) shall agree in writing provided that such purposes comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended substituted extended or replaced from time to time)
2. The County Council covenants with the Owner that it will pay to the person that paid the Highways Contribution and the Education Contribution such amount of the Highways Contribution and the Education Contribution paid by the Owner to the County Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten years of the date of receipt by the County Council
3. The County Council shall provide to the Owner such evidence as the Owner shall reasonably request in writing to confirm the expenditure or commitment of the Highways Contribution and the Education Contribution paid by the Owner to the County Council under this Deed

APPENDIX A

FIRST HOMES – COMPLIANCE CERTIFICATE

| | |
|---|--|
| Date: | [] |
| To: | Buyer's conveyancer [] |
| | Builder's/Seller's conveyancer [] |
| | Buyer's mortgage advisor [] |
| | First Home Buyer(s) [] |
| First Homes Buyer(s) name(s) (the proposed First Homes Owner(s)): | [] |
| First Home property to be purchased: | [plot number & [Land/Site] name/address] |
| Copied to: | [First Homes Buyer(s) current address before purchase] [First Homes house builder] |

The proposed First Homes Buyer(s) First Homes application has been approved by Malvern Hills District Council pursuant to the Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to [details of [Land/Site]] dated [date] and made between [parties].

| | |
|--|--|
| First Homes Buyer(s) name(s) (the proposed First Homes Owner(s)) | [Full Names] |
| [Builder] [Current First Homes Owner] | [Builder/Seller] |
| First Home property to be purchased: | [plot number & [Land/Site] name/address] |
| First Home forecast purchase legal completion date: | |
| Market value (100% of value) | [£] |
| First Homes discount % | []% |
| First Homes Purchase Price (price to be paid by the proposed First Homes Buyer(s) applying the First Homes discount to the Market value) | [£] |
| Proposed date of exchange of contracts | |
| Proposed date of completion | |

This **COMPLIANCE CERTIFICATE** is issued by Malvern Hills District Council and confirms that a Dwelling is being disposed of to the First Home Buyer(s) specified in this Compliance Certificate who meet the:

- a. Eligibility Criteria (National) :
 - I. First Time Buyer;
 - II. Having Household income no more than £80,000 per annum; and
- b. the Eligibility Criteria (Local)

as set out in full in the Planning Obligations.

The First Homes Buyer(s) has provided all the necessary First Homes confirmations and declarations of eligibility required by Malvern Hills District Council and the First Homes Buyer(s) solicitor has confirmed that the transfer to the First Home Buyer(s) will comply with the requirements in Planning Obligations in relation to the Property.

Yours sincerely

| | |
|-----------------------------|--------------------------------|
| Name: | |
| Signed: | |
| For and on behalf of | Malvern Hills District Council |
| Dated: | |

In witness whereof the Council the Owner the Developer and the County Council have duly executed this Deed

THE COMMON SEAL OF MALVERN HILLS
DISTRICT COUNCIL was hereto affixed
in the presence of:

)
)
)



Monitoring Officer/Chief Executive / Deputy Chief Executive



THE COMMON SEAL of WORCESTERSHIRE)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)



Principal Solicitor



Executed as a deed by

CONSOLIDATED RANK PROPERTIES
LIMITED acting by ^{two} ~~a~~ director~~s~~ in the
~~presence of~~ who is accordance
with the laws of the Isle of Man
are acting under the authority
of the company:



Signature of Director

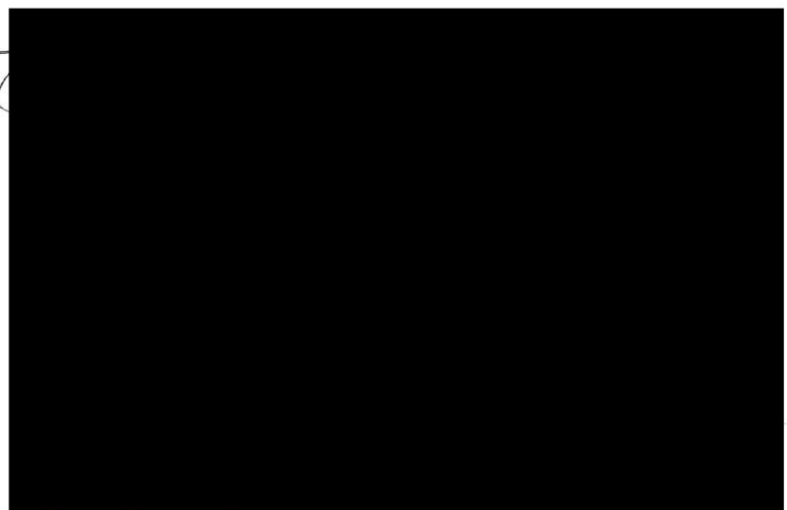
CHARE WENIS

Print name

Signature of witness:

Name (in BLOCK CAPITALS):

Address:



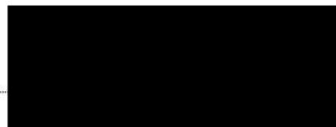
Signed as a deed by

LEWIS BARRETT +

as Attorney for

HALLAM LAND MANAGEMENT LIMITED

under a Power of Attorney dated 31 August
2023



Signature

in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:



S1 2HS

Executed as a deed by

HALLAM LAND MANAGEMENT LIMITED

acting by a director in the presence of:

Signature of Director

Print name

Signature of witness:

Name (in BLOCK CAPITALS):

Address: