

Dated

2025

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

AND

COLLINS DESIGN & BUILD LIMITED

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS**

RELATING TO LAND AT RAMBLERS WAY, WINFORTON, HEREFORD, HR3 6EP

Herefordshire Council
Legal Services
Plough Lane
Herefordshire
HR4 0LE
Council's Legal Ref: **103947**

THIS DEED is made the _____ day of _____ 2025

BETWEEN

- (1) **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Plough Lane Offices, Plough Lane, Hereford HR4 0LE (the **Council**);
- (2) **COLLINS DESIGN & BUILD LIMITED** incorporated and registered in England and Wales with company number 07083543 whose registered office is at Unit 5, Westwood Industrial Estate, Ewyas Harold, Herefordshire, HR2 0EL (the **Owner**)

BACKGROUND

- A.** For the purposes of the 1990 Act the Council is the local planning authority for the area within which the Site is situated and the party who is entitled to enforce the obligations contained in this Deed.
- B.** The Owner is the freehold owner of the Site under title HE52456 at HM Land Registry free from encumbrances.
- C.** The Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D.** The Council is minded to grant Planning Permission subject to conditions and the prior completion of this Deed.
- E.** The Council has considered the provisions of the development plan and taken into account material planning considerations affecting the site and considers that in the interests of the proper planning of its area the Development of the Site ought to be only permitted subject to the terms of this Deed and for that purpose the parties are expressly willing to enter into this Deed.

F. The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and that they may be enforced by the Council against the Owner and its respective successors in title.

G. THIS DEED is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 as amended, Section 1 of the Localism Act 2011 as amended and all other enabling powers and enactments which may be relevant for the purposes of giving validity hereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Site.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

INTERPRETATION

1.1 For the purposes of the recitals and the covenants in this Deed the following words and expressions have the following meanings:

“Act” means the Town and Country Planning Act 1990 (as amended);

“Affordable Housing” means housing provided to eligible households whose needs are not met by the Open Market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should remain at an affordable price for future eligible households or the subsidy recycled for alternative Affordable Housing provision. The descriptions of all types of Affordable Housing in Herefordshire are contained in the Technical Data;

“Affordable Housing Units” means (unless otherwise agreed in writing by the Council) 3 of the residential units and ancillary areas comprised within the Development and intended for occupation comprising:

- (i) 3 Discount Market Sale Units

“Chargee”

means any legal person exercising a power of sale in respect of a mortgage or charge and shall include mortgagee or chargee (or any receiver (including 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 an administrator (each a Receiver)) exercising a power of sale in respect of the whole or any part of the Dwelling or any persons or bodies deriving title through such mortgagee or chargee or receiver;

“Commencement Date”

means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:

- site clearance,
- demolition work,
- environmental site investigations,
- archaeological investigations,
- site survey works;
- investigations for the purpose of assessing ground conditions,
- preparatory and remedial work in respect of any decontamination or other adverse ground conditions;
- erection of any temporary means of enclosure and the temporary display of site notices or advertisements.

The words “Commence”, “Commenced” “Commencement” shall be construed accordingly;

“County”

means the county of Herefordshire;

“Development”

means the development of the Site as authorised by the Planning Permission for a proposed development of 9 dwellings consisting of 6 open market units and 3 affordable housing units.

“Development Standards”

means a standard to fully comply with the following:

- (a) “Technical housing standards – nationally described space standards” published by the Department for Communities and Local Government in March 2015
- (b) 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
- (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited
- (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings);

“Discount Market Sale Units”

means housing sold to a Qualifying Purchaser in need of affordable housing at a discount of **30%** below the Open Market Value;

“Dwelling”

means any residential unit constructed on the Site pursuant to the Planning Permission;

“Index Linked”

means the increase as calculated in accordance with clause 14 of this Deed;

“Interest”

means interest at 4.5% above the base lending rate of National Westminster Bank PLC from time to time;

“Marketing Plan”

Means a written scheme detailing the strategy for the disposal of Discount Market Sale Units such scheme to be approved in writing by the Council (such approval not to be unreasonably withheld or delayed);

“Occupation”

means occupation for residential purposes for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for

marketing or display purposes and for security purposes and
“Occupied” “Occupy” and “Occupier” shall be construed accordingly;

“Open Market” means the open market for the sale or letting of housing by a person or body other than:
(a) a local housing authority;
(b) a Registered Provider; or
(c) any other person or body offering housing accommodation to the public at less than the prevailing market sale/rent price;

“Open Market Units” means those Dwellings in the Development that are not Affordable Housing Units and which are intended for sale or letting on the Open Market and ‘Open Market Unit’ shall mean any one of such units;

“Open Market Value” and “Open Market Valuation” mean the price at which a sale of the freehold interest or long leasehold interest (which here means a leasehold interest of not less than 99 years at a premium and a peppercorn rent) in a relevant Low Cost Market Housing Unit or Discount Market Sale Unit would fetch if sold on the Open Market by a willing vendor and disregarding the restrictions and obligations contained in this Deed and approved by the Council;

“Plan ” means the plan annexed hereto;

“Planning Application” means the application for planning permission under the Planning Reference and validated by the Council on 6th February 2024 for planning permission for the outline permission for the Development;

“Planning Obligations Manager” means the Council employee who manages, implements and monitors Section 106 agreements;

“Planning Permission” means the planning permission under the Planning Reference subject to conditions which may be granted in respect of the Planning Application;

“Planning Reference” means planning reference P240349/O

“Qualifying Purchaser” means a person who has demonstrated both at the time of application and at the time contracts are exchanged to purchase a [Discount Market Sale Unit to the Council’s satisfaction that he is:

- at least 18 years old;
- a member of a household having an annual income of less than £40,000 as a sole income and £80,000 as joint (or such other figure as the Council may agree);
- purchasing the Dwelling for occupation as sole main residence;
- unable to afford to buy a home suitable for their housing needs on the Open Market;
- able to demonstrate a good credit history (i.e. no bad debts or County Court Judgments) and able to afford the regular payments and costs involved in buying a Discount Market Sale Unit and

able to secure a mortgage and have sufficient deposit to purchase or otherwise be able to demonstrate ability to purchase;

“Reasonable Endeavours” means that the party under the obligation shall not be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject hereto such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable;

“Registered Provider” means a registered provider of Affordable Housing under Part 2 of the Housing and Regeneration Act 2008 being a preferred development partner listed (or intended for listing) in the Council’s ‘provision of affordable housing technical data’ which supports the supplementary planning document Planning Obligations April 2008 (or any subsequent or updated document), or any such other

Registered Provider as may previously be agreed with the Council in writing such agreement not to be unreasonably withheld;

“RICS Community Infrastructure Levy (CIL) Index”	means the RICS Community Infrastructure Levy (CIL) Index published by the Royal Institution of Chartered Surveyors and calculated on the basis of the arithmetic mean of the BCIS Tender Price Index (TPI) prior to the fourth quarter each year as calculated by the BCIS in the October of that year;
“Site”	means the land shown at Ramblers Way, Winforton, Hereford, HR3 6EP which is shown edged red on the Plan against which this Deed may be enforced and registered at HM Land Registry under title number HE52456;
“Supplementary Planning Document”	means the Supplementary Planning Document dated 1 April 2008 which is the Council's guidance for planning obligations in Herefordshire, for all those involved in the submission and determination of planning applications;
“Technical Data”	means the data updated annually by the Council entitled ‘Provision of Affordable Housing Technical Data to Support the Affordable Housing Supplementary Planning Document June 2021 (or any technical data published by the Council in support of any replacement planning policy document);
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
“Working Day(s)”	Mondays to Fridays (excluding days that in England are public holidays) inclusive.

1.2 In this Deed:

- 1.2.1 the clause headings in this Deed are for convenience only and do not affect its interpretation;
- 1.2.2 unless otherwise indicated references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
 - (a) All Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and
 - (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision whether before or after the date of this Deed;
- 1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.4 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council; that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to any party in this Deed include the successors in title of that party and assigns and any person deriving title through or under that party. In addition, references to the Council include any successor to its functions as local planning authority exercising planning powers under the Act;
- 1.2.7 “including” means “including, without limitation”;
- 1.2.8 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

- 1.2.9 where two or more people form a party to this Deed the obligations of that party will be joint and several and may be enforced against them all jointly or against each of them individually;
- 1.2.10 if any provision of this Deed is held by a Court of competent jurisdiction to be illegal unlawful invalid or unenforceable then to the extent possible the offending provision(s) will be severed from the Deed and the legality lawfulness validity and enforceability of the remainder of the Deed shall be unaffected and continue in full force and effect;
- 1.2.11 words importing the singular shall include the plural and vice versa;
- 1.2.12 words importing the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.3 Without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.4 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 as amended, by any person not a party to it and the terms of this Deed may be varied by a deed agreed between the parties without the consent of any third party being required;
- 1.5 No party will be liable for any breach of the terms of this Deed occurring after the date on which they part with their entire interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any breaches of this Deed occurring before parting with such interests. Neither the reservations of any rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this sub-clause;
- 1.6 This Deed shall not be enforceable against a statutory undertaker, service company, or any other entity to whom any part of the Site may be transferred, let or otherwise disposed of for the provision of service media, electricity sub-stations, pumping stations, gas governor stations or similar matters, after the transfer of the statutory apparatus and any land upon

or in which the statutory apparatus is situated by the Owner to that statutory undertaker service company, or other such entity;

- 1.7 No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default; and
- 1.8 Entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the Act and to the extent that they fall within the terms of section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 of the Local Government Act 2000, section 1 Localism Act 2011 and all other enabling powers, with the intend to bind the Owners and successors in title.
- 2.3 The covenants, restrictions and requirements of the Owner contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by them in the Site and their respective successors and assigns.
- 2.4 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.5 This Deed will be registered as a local land charge by the Council.

- 2.6 If the Council agrees following an application under Section 73 of the Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under Section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the Section 73 application when a separate deed under Section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

3. MISCELLANEOUS

- 3.1 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.
- 3.2 Nothing in this Deed shall be construed as a grant of planning permission.
- 3.3 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

4. COMMENCEMENT

The provisions of this Deed shall have immediate effect on the date upon which it is completed.

5. OBLIGATIONS OF THE OWNER

The Owner covenants with the Council as set out in the First Schedule of this Deed.

6. TERMINATION OF THIS DEED

- 1.1 This Deed will cease to have effect (insofar only as it has not already been complied with) if:

6.1.1 the Planning Permission is quashed, revoked or otherwise withdrawn prior to the Commencement Date so as to render this Deed or any part of it irrelevant, impractical or unviable or;

6.1.2 the Planning Permission expires prior to the Commencement Date

6.2 The Council shall upon receipt of a written request by the Owner and without unreasonable delay at any time after this Deed has come to an end under clause 6.1 or the obligations contained in the Schedules hereto have been discharged issue written confirmation thereof and note all related entries in the Register of Local Land Charges provided that the Owner has adequately set out the basis for making such a request.

7. NOTICES

7.1 A notice under this Deed is valid only if it is given by hand or sent by recorded delivery and it is served at the address shown in this Deed for the receiving party or at any address specified in a notice given by that party to the other parties.

7.2 A notice sent to the Council:

7.2.1 in relation to any matters arising from this Deed shall be addressed to the Planning Obligations Manager Development Management Team, Herefordshire Council, Plough Lane, Hereford, HR4 0LE quoting the Planning Reference.

7.3 A notice:

7.3.1 if delivered by hand, it to be treated as served on signature of a delivery receipt or at the time the notice or document is left at the address provided that, if delivery occurs:

- (a) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; and
- (b) if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

- 7.3.2 sent by recorded delivery is to be treated as served on the second working day after posting if sent by first class post or on the third working day after posting if sent by second class post;

8. CHANGE IN OWNERSHIP

- 8.1 At the time of execution of this Deed, the Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.
- 8.2 The Owner agrees to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company address or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this clause shall not apply in respect of the disposal of any individual Dwelling or Dwellings.

9. ENFORCEMENT

- 9.1 This Deed is to be governed by and interpreted in accordance with the law of England;
- 9.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties out of or related to this Deed. This clause operates for the benefit of the Council who retains the right to sue the Owner and enforce any judgment against the Owner in the courts of any competent jurisdiction.

10. DISPUTE

Any dispute or disputes between any of the parties to this Deed arising out of the provisions of this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) shall be referred to a single arbitrator to be agreed between the parties or in default of agreement on the application of any party by the President of the Royal Institute of Chartered Surveyors in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time-being in force.

11. COUNCIL'S COSTS

- 11.1 The Owner covenants and agrees with the Council that prior to completion of this Deed the Owner shall pay to the Council its reasonable and proper legal costs in connection with the preparation of this Deed, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Deed.

12. LATE PAYMENT

Without prejudice to the Council's rights to enforce any breaches of this Deed (including by way of injunction) if any sum due to the Council from the Owner under this Deed is not paid on or before the date upon which it is due then Interest shall be payable from the due date of payment until the actual date of payment

13. COMMUNITY INFRASTRUCTURE LEVY

The terms of this Deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development.

14. RIGHT OF ACCESS

Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed has been performed or observed.

15. RESERVATIONS

For the avoidance of doubt, nothing in this Deed shall prevent the Council from exercising any of its statutory powers or functions in relation to the development of the Site.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

FIRST SCHEDULE
(Affordable Housing)

PART 1

Affordable Housing

The Owner covenants and agrees with the Council:

- 1.1. Not to Commence Development until and unless a programme for the delivery of the Affordable Housing Units ("the Affordable Housing Delivery Plan") has been submitted to and has been approved in writing by the Council (such approval not to be unreasonably withheld) and such Affordable Housing Delivery Plan
- 1.2. Following the Commencement of Development to construct or procure the construction of the Affordable Housing Units at no cost to the Council to the Development Standards and in accordance with the Planning Permission and to ensure the Occupation in accordance with the approved Affordable Housing Delivery Plan at paragraph 1.1 of this Part 1 of this Second Schedule.
- 1.3. Not to Occupy or cause or permit the Occupation of any more than four of the Open Market Units until and unless the Affordable Housing Units have been constructed in accordance with paragraph 1.2 above and are ready and available for Occupation and are accessible by vehicles and pedestrians.
- 1.4. The restrictions and obligations contained within the First Schedule shall not be binding on nor enforceable against a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:
 - 1.4.1. such Chargee shall first give written notice to the Housing Development Officer (Strategic Housing Herefordshire Council, Plough Lane, Hereford HR4 0LE) quoting the Planning Reference of its intention to dispose of the Affordable Housing Units (or relevant part) and shall have used Reasonable Endeavours over a period of three months from the date of the written notice to secure a disposal of the Affordable Housing Units (or relevant part) to a Registered Provider or to the

Council or as otherwise agreed in writing by the Council for a consideration not exceeding the greater of:

- (i) the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (ii) the Open Market Value of the Affordable Housing Units (or relevant part).

1.4.2. if such disposal has not been secured within the three month period subject to having first obtained the written agreement of the Council (not to be unreasonably withheld) that all relevant requirements contained within this Schedule of this Deed have been complied with the Chargee shall be entitled to dispose of the Affordable Housing Units (or relevant part) free from the provisions of this Schedule of this Deed which provisions shall determine absolutely.

PART 2

Discount Market Sale Units

- 2.1 The Owner covenants with the Council that no Open Market Units erected or to be erected on the Site will be Occupied except in accordance with the restriction in paragraph 2.2 of Part 4 of this Schedule and that the Discount Market Sale Units will not be Occupied except in accordance with the restrictions and obligations in paragraphs 2.2 to 2.10 inclusive in Part 2 of this Schedule.
- 2.2 Not to Occupy or cause or permit the Occupation of more than four of the Open Market Units on any part or parts of the Site until and unless the Discount Market Sale Units relevant to the phase have been constructed in accordance with the Planning Permission and are ready and available for Occupation and are accessible by vehicles and pedestrians.

- 2.3 The initial sale price for all Discount Market Sale Units has been agreed by the Council such price to be at a discount of 30% from Open Market Value of the relevant Discount Market Sale Unit ("Initial Discount Price").
- 2.4 The sale price for all subsequent disposals of Discount Market Sale Units will be determined by the average of two formal Open Market Valuations by two independent estate agents to which the 30% discount from the Open Market Value of the relevant Discount Market Sale Unit ("Discount Price") must be applied
- 2.5 The Discount Market Sale Units shall not be Occupied:-
- 2.5.1 by anyone except to persons who meets the qualifying criteria in paragraph 2.6 below; and
 - 2.5.2 on the first sale following completion of construction of the Discount Market Sale Units at the Initial Discount Price; and
 - 2.5.3 on every subsequent sale at the Discount Price
- 2.6 The Discount Market Sale Units must (unless otherwise agreed by the Council) be allocated in accordance with the Council's terms and conditions for Occupation as a sole residence to a Qualifying Purchaser one of whom is a person ordinarily resident within the administrative area of the Council.
- 2.7 In the case of all initial sales:
- 2.7.1 prior to notice of an intended sale to submit for approval by the Council (such approval not being unreasonably withheld) a Marketing Plan for advertising the sale of the Discount Market Sale Units; and
 - 2.7.2 on receipt of a written approval of the Council for the Marketing Plan serve a notice of sale upon the Council each time a Discount Market Sale Unit is released for sale but in any event not less than two months before the expected date that the relevant Discount Market Sale Unit for sale is ready and available for Occupation;

- 2.7.3 upon submission of a notice of an intended sale of the specified Discount Market Sale Unit to carry out the advertising of the Discount Market Sale Unit for sale in accordance with the Marketing Plan;
- 2.7.4 to liaise with the Council (or its nominee) for a period of 3 months from the date of the Council's written confirmation of receipt of such notice in order to identify a potential purchaser meeting the sole residency and Qualifying Purchaser requirements in paragraph 2.6 of Part 2 of this Schedule
- 2.7.5 not to exchange contracts for the sale of the relevant Discount Market Sale Unit unless written approval has been obtained from the Council that the prospective purchaser meets all criteria set out in paragraph 2.6 of Part 2 of this Schedule

PROVIDED THAT:

- 2.7.6 if on any initial sale the Council is reasonably satisfied that after a period of 3 months of active marketing and advertising a Discount Market Sale Unit cannot be sold in accordance with Part 2 of this Schedule or that a potential purchaser has been identified and a period of 6 months has expired without the parties entering into a binding contract for such disposal the Discount Market Sale Unit may (with the Council's prior written approval) be sold free from the requirements in paragraph 2.6 of Part 2 of this Schedule; Provided That
 - (a) the Discount Market Sale Unit is sold at the Discount Price to the purchaser as his only or principal home; and
 - (b) the Discount Price and the requirements in paragraph 2.6 of Part 2 of this Schedule shall apply in full on any subsequent disposition so that such person shall remain bound by the terms of this Deed;
- 2.7.7 on completion of the initial sale of every Discount Market Sale Unit to secure a restriction on the registered title in the terms required by the Land Registry such that no disposition of any Discount Market Sale Unit will be registered unless the purchaser's solicitors certify that the terms of paragraphs 2.5 and 2.6 of Part 2 of this Schedule have been complied with and provide the Council with a copy of the

restriction and the solicitors' certificate of compliance on each and every such disposition of the Discount Market Sale Unit.

2.8 In the case of all subsequent sales:

- 2.8.1 to serve on the Council a notice of an intended sale of the specified Discount Market Sale Unit for sale together with two valuation appraisals by two local estate agents and the name address and contact details for the vendor and selling agent;
- 2.8.2 not to commence any marketing unless the Council has confirmed in writing acceptance of;
 - (a) the notice of intended sale; and
 - (b) the Discount Price
- 2.8.3 to ensure its selling agent liaises with the Council (or its nominee) for a period of 3 months from the date of the Council's confirmation of receipt of such notice in order to identify a potential purchaser meeting the sole residency and Qualifying Purchaser requirements in paragraph 2.6 of Part 2 of this Schedule;
- 2.8.4 not to exchange contracts for the sale of the relevant Discount Market Sale Housing Unit unless written prior written approval has been obtained from the Council that the prospective purchaser meets the criteria set out in paragraph 2.6 of this Schedule 2; PROVIDED THAT
- 2.8.5 if on any subsequent sale the Council is reasonably satisfied that after a period of 3 months of active marketing and advertising that a Discount Market Sale Unit cannot be sold in accordance with Part 2 of this Schedule or that a potential purchaser has been identified and a period of 6 months has expired without the parties entering into a binding contract for such disposal the Discount Market Sale Unit may (with the Council's prior written approval) be sold free from the requirements in paragraph 2.6 of Part 2 of this Schedule; PROVIDED THAT
 - (a) the Discount Market Sale Unit is sold at the Discount Price to the purchaser as his only or principal home; and
 - (b) the Discount Price and the requirements in paragraph 2.6 of Part 2 of this Schedule shall apply in full on any subsequent disposition so that such person shall remain bound by the terms of this Deed.

- 4.9 Not to permit or otherwise allow any Discount Market Sale Unit for sale to be let other than with the written consent of the Council.

DRAFT

SECOND SCHEDULE
Commencement Notice

TO: Planning Obligations Manager
Hereford Council
Plough Lane
Hereford
HR4 0LE

("the Council")

FROM:

("the Owner")

DEVELOPMENT: (*description of development and site name*):

RELEVANT PLANNING PERMISSION (*reference number*):

RELEVANT SECTION 106 AGREEMENT (*date and parties*):

("the Section 106 Agreement")

I/We Owner * hereby put the Council on notice that we intend to commence development on [{}] 20[{}]. This notice is the Commencement Notice served pursuant to the Section 106 Agreement.

DATED this day of 202[]

.....

Signed by the Owner or an authorised signatory of the Owner

ANNEX 1
SITE PLAN

DRAFT

IN WITNESS of which the parties have executed this Agreement as a Deed on the date first written above

EXECUTED AS A DEED when the)
COMMON SEAL of the)
COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL)
was hereunto affixed **BY ORDER**)

Authorised Signatory

EXECUTED as a **DEED** by
COLLINS DESIGN AND BUILD LIMITED
acting by a director
PHILIP COLLINS

Signature of Director: _____

In the presence of:

Signature of witness: _____

Name: _____

Address: _____