

CHESHIRE EAST BOROUGH COUNCIL

Planning Obligation by Deed of Agreement under  
Section 106 of the Town and Country Planning Act  
1990

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**Cheshire East Borough Council**

**And**

**Andrew Stuart D'Artois Rinker and Francis Thomas Baring as Executors of Randle  
Brooks**

**Relating to Land at Tatton Bluebell Village, Land East of Manchester Road, Knutsford,  
WA16 0NS**

DATE 19 January 2026

PARTIES:

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Delamere House, Delamere Street, Crewe, CW1 2LL ("Council")
- (2) **ANDREW STUART D'ARTOIS RINKER and FRANCIS THOMAS BARING as Executors of RANDLE BROOKS** care of Fisher German LLP, Charles House, 2 Royal Court, Tatton Street, Knutsford, WA16 6EN ("Owner ")

**1 INTRODUCTION**

- 1.1 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- 1.2 The Council is the highway authority for the purposes of the 1980 Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- 1.3 The Council is the education authority for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- 1.4 The Owner is the freehold owner of the Site. free from encumbrances that would prevent the Owner from entering into this Deed.
- 1.5 The registered owner of the Site, Randle Brooks, died on 12 November 2020 and his interest in the Site has passed to his estate to be administered by the executors, Andrew Stuart D'Artois Rinker and Francis Thomas Baring in accordance with Randle Brooks' will, appointed by grant of probate dated 24 January 2022.
- 1.6 The Owner is entering into this agreement as the executors of Randle Brooks' estate to give consent to the Site being bound by the terms of this Deed.
- 1.7 The Owner has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed, having regard to the provisions of the development plan and the planning considerations affecting the Site.
- 1.8 The Council resolved on 29<sup>th</sup> May 2024 to approve the Application and grant Planning Permission subject to the prior completion of this Deed.
- 1.9 The Council is satisfied that the covenants, obligations and restrictions in this Deed are required for the proper planning of the area in which the Development is situated.
- 1.10 The Parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010 No.948 (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraph 58 of the NPPF and agree that the planning obligations it contains are:
  - (i) necessary to make the Development acceptable in planning terms;
  - (ii) directly related to the Development; and

(iii) fairly and reasonably related in scale and kind to the Development.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

For the purposes of this Deed the following expressions shall have the following meanings

"1980 Act"	the Highways Act 1980
"1990 Act"	the Town and Country Planning Act 1990 (as amended)
"Application"	the application for outline planning permission registered by the Council on the 31 <sup>st</sup> July 2018 and allocated reference number 18/3672M
"Commencement of Development"	<p>the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out but excluding for the purposes of this Deed only the following operations:</p> <p>demolition works;  site clearance;  ground investigations;  site survey works;  temporary access construction works;  archaeological investigations;  erection of fencing and hoardings;  remedial works in respect of any contamination or other adverse ground conditions;  diversion and laying of services;  erection of any site compound, site cabins and welfare facilities; and  temporary display of site notices and advertisements  and "Commence Development" shall be construed accordingly.</p>
"Development"	the Development of the Site by the formation of a residential-led (Use Class C3) development, including a local/neighbourhood centre comprising of retail/commercial, takeaway, residential and community uses (Use Class E, Sui-Generis and C3 uses); and a care home/elderly accommodation (C2 Use); alongside any associated recreational space, car parking, cycle parking, landscaping and other works for all proposed uses as set out in the Application.
"Development Manager"	the Council's senior development management officer or any other officer to whom they delegate some or all of their functions under this Deed
"Disposal"	the sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such

	disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly
"Dwellings"	the housing built on the Site pursuant to the Planning Permission and reference to "Dwelling" shall mean any one of the houses.
"Index"	all Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
"Interest"	interest at 4% (four) per cent above the Bank of England base rate from time to time
"Monitoring Payment"	the sum of £11,660 (eleven thousand, six hundred and sixty pounds) payable to the Council towards the costs of monitoring compliance with this Deed
"NPPF"	the National Planning Policy Framework published in December 2024 as amended and updated or such policy document as supersedes or replaces it
"Occupation" and "Occupied" and "Occupier"	occupation for the purposes permitted by the Planning Permission
"Parties"	the parties to this Agreement and the word "Party" shall mean any one of them
"Phase"	a part of the Site identified as a construction phase on the Phasing Plan
"Phasing Plan"	the phasing plan for the Development submitted and approved pursuant to condition 5 of the Planning Permission
"Plan 1"	the plan attached to this Deed and marked Plan 1
"Planning Permission"	the outline planning permission subject to conditions granted by the Council pursuant to the Application
"Registration Payment"	the sum of £300 (three hundred pounds) payable to the Council towards the costs of registering this Deed on to the Council systems to enable the effective monitoring of the requirements of this Deed
"Reserved Matters"	has the same meaning as in The Town and Country Planning (Development Management Procedure) (England) Order 2015
"S106 Monitoring Officer"	the Council's S106 Monitoring Officer for the time being or their successor post or any other officer to whom they delegate their S106 monitoring functions
"Site"	the land known as Tatton Bluebell Village, Land East of Manchester Road, Knutsford, WA16 0NS and registered at

Land Registry under title number CH561655 against which this Deed may be enforced as shown edged red on the Plan 1

“Working Day”

Monday-Friday of each week save for any bank holidays observed in England.

### **Affordable Housing Definitions**

“Affordable Housing”

Affordable Rented Housing and Intermediate Housing as identified in the NPPF or its successor policy guidance provided to eligible households whose needs are not met by the market, determined with regard to local incomes and local house prices, and which includes provision for the housing to be retained at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision and “Affordable House” shall be construed accordingly

“Affordable Housing Scheme”

means a scheme for a phase or phases of the Development which specifies:

- (a) the Agreed Mix for the Site;
- (b) the number size tenure and mix of Affordable Housing Units to be provided in that Phase or those Phases (as appropriate);
- (c) the timing, location and distribution of the Affordable Housing within that Phase or those Phases (as appropriate), ensuring that the Affordable Housing is pepper-potted throughout the Phase or Phases (as appropriate) and not segregated from the Open Market Housing;
- (d) details of how the proposed design and construction of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Open Market Housing of similar size within the Development;
- (e) (d) if Shared Equity Sale Houses are to be delivered, the detailed terms of the Shared Equity Sale Scheme, together with the legal mechanisms by which it is to be secured and marketed;
- (a) (e) if Discounted Sale Houses are to be delivered the detailed terms of the Resale Covenant Scheme, together with the legal mechanisms by which it is to be secured and marketed .

and which may be amended from time to time with the written approval of the HM

"Affordable Housing Units"	the 30% (thirty per cent) of the Dwellings identified pursuant to the Affordable Housing Scheme to be constructed on the Site pursuant to the Planning Permission in accordance with the Affordable Housing Scheme approved by the Council
"Affordable Rented Housing"	Affordable Housing to be let by the RPSH to households whose needs are not adequately served by the commercial housing market at no more than the Local Housing Allowance for the area or Regulator for social housing Target Rent amounts, whichever is lowest (or if the Owner and/or RP provides a viability justification that is independently verified and accepted by HM that shows that the scheme is not deliverable at the Local Housing Allowance rate or Target Rent, then at a rent no more than 80% (eighty per cent) of the local Market Rent (including service charges where applicable))
"Agreed Mix"	subject to and in accordance with Paragraph 1.3 of Schedule 1, the number size tenure and mix of Affordable Housing Units approved by the Council in writing and which shall be determined having regard to the identified housing needs within the Council's administrative area
"AHP"	the Affordable Homes Programme of government funding available from 2021 – 2026 that is regulated by Homes England or any successor programme
"Chargee"	a chargee or mortgagee or any receiver (including administrative receivers) 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 an RP Receiver') of part or all of the Affordable Housing or any persons or bodies deriving title through such mortgage, chargee of RP Receiver.
"Cheshire Homechoice Scheme"	a partnership scheme between the Council and RPSH in the area of the Council that enables registration to the scheme by those in Housing Need and maintains a list of those in Housing Need and how urgently they require accommodation and any successor scheme or process for a similar purpose as approved by the Council
"Completed"	constructed and fitted out ready for Occupation in accordance with the standards approved in the Affordable Housing Scheme

"Discounted Sale Houses"	Affordable Housing identified in the Affordable Housing Scheme which is to be sold to Qualifying Persons at the Discounted Sale Price in accordance with the Resale Covenant Scheme which the Owners shall ensure binds the Discounted Sale Houses in perpetuity
"Discounted Sale Price"	no more than 70% (seventy per cent) of Open Market Value
"Homes England"	the non-departmental public body that funds Registered Providers of Social Housing or such other body as may replace it and is recognised as such by the Government
"HM"	the Council's senior housing manager for the time being or any other officer to whom they delegate some or all of their functions
"Housing Need"	living in unsuitable housing conditions and/or being unable to afford suitable housing at open market prices either to rent or to buy
"Intermediate Housing"	homes for sale or rent provided at a cost above Affordable Rented Housing but below market levels which for the avoidance of doubt may include Shared Ownership Housing, Shared Equity Sale Houses, Discounted Sale Houses or such other similar form of intermediate Affordable Housing approved in writing by the Council
"Local Connection"	means that a person: <ul style="list-style-type: none"><li>• currently lives or has lived within the administrative area of the Council and has done so for at least 2 (two) consecutive years; or</li><li>• has immediate family (parent, sibling, child or adoptive parent) who are currently living in the administrative area of the Council and who has done so for at least 5 (five) years; or</li><li>• has a permanent contract of employment in the administrative area of the Council; or</li><li>• is a member of the armed forces or former service personnel (within 5 (five) years of their discharge) or a bereaved spouse or civil partner of a member of the armed forces leaving services family accommodation following the death of their spouse or civil partner, or a serving or former member of the reserve forces who needs to move because of</li></ul>

a serious injury, medical condition or disability sustained as a result of such membership; or

- has other significant connections to the administrative area of the Council such that in the reasonable opinion of the HM, they should be eligible for Affordable Housing within the administrative area of the Council

“Local Housing Allowance”

The rate decided and published by the Department for Work and Pensions (DWP) using information provided by the Valuation Office Agency and based on private market rents being paid by tenants in a broad rental market area in the vicinity of the Site

“Market Rent”

the estimated amount for which the relevant Dwelling should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion

“Nationally Standard”

Described

Space

A technical standard dealing with internal space within new dwellings across all tenures published on 27 March 2015 and any document that supercedes it that sets out requirements for the gross internal (floor) area of new dwellings at a defined level of occupancy as well as floor areas and dimensions for key parts of the home, notably bedrooms, storage, and floor to ceiling height.

“Nominations Agreement”

an agreement between the Council and a RPSH establishing a process for nominating prospective tenants for a percentage of the Affordable Rented Housing substantially in the form appended at the Third Schedule

“Open Market Housing”

Dwellings constructed on the Site pursuant to the Planning Permission which are not identified as Affordable Housing Units in the Affordable Housing Scheme;

“Open Market Value”

Means

- (a) in relation to Affordable Rented Housing and Shared Ownership Housing such open market value as is agreed between the Owner and the Registered Provider of Social Housing;
- (b) in relation to the Discounted Sale Houses and the Shared Equity Sale Houses such open market value as is agreed between the Owner and HM;

in each case assessed in general accordance with the Red Book of the Royal Institution of Chartered Surveyors as amended from time to time

"Qualifying Persons"	persons approved by the HM in writing who have demonstrated that they are In Housing Need, will Occupy Affordable Housing as a sole or main residence and who have a Local Connection and "Qualifying Person" shall be construed accordingly
"Registered Provider of Housing" and "RPSH"	Social mean a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England
"Resale Covenant Scheme"	a scheme approved in writing by HM which restricts the sale price of the Discounted Sale Houses to the Discounted Sale Price and restricts owner-occupation to Qualifying Persons and the terms upon which such occupation and /or sale or transfer of such Dwellings may take place within the parameters set out in the First Schedule such scheme to be substantially in the form set out at the Fourth Schedule with such modifications and amendments as may be agreed in writing by the HM
"Serviced Condition"	in relation to the land to be used for Affordable Housing the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, wheelchair access, electricity and telecommunications to the boundary of the said land in accordance with a scheme which has first been submitted to and approved by the Council
"Shared Equity Sale Houses"	those Affordable Housing identified in the Affordable Housing Scheme which are to be sold subject to a Shared Equity Sale Scheme to Qualifying Persons
"Shared Equity Sale Scheme"	a scheme approved in writing by the HM which controls the permitted sale price of the Shared Equity Sale Houses, the categories of persons who are eligible to own and/or occupy the Shared Equity Sale Houses and the terms upon which such occupation and/or Disposal of such houses may take place and which provides for a subsidy up to 30% (thirty per cent) of the purchase price secured on the Shared Equity Sale Houses by way of second charge and redeemed in accordance with, and on such legally binding terms, as the HM may reasonably require
"Shared Ownership Housing"	Affordable Housing sold and leased by a RPSH on Shared Ownership Terms as HM may approve
"Shared Ownership Terms"	terms of disposal contained in model shared ownership leases published by the Homes England from time to time whereby (i) a RPSH sells shares in the equity of a dwelling to an occupier who pays rent upon the remainder and (ii) Staircasing to 100% (one hundred per cent) of the equity of the dwelling is allowed;
"Staircasing"	the exercise by the owner-occupier of a Shared Ownership Housing of the right to purchase additional equity shares up

to 100% (one hundred percent) of the entire interest in the dwelling after which the rent payable on any equity share retained by the RPSH shall be reduced proportionally

**"Surplus Sale Proceeds"**

any sums received by a RPSH by way of Staircasing or exercise of a tenants right to acquire so far as such sale proceeds exceed:

- (a) all capital debt incurred by the RPSH in relation to the relevant dwelling including interest and costs thereon; and
- (b) all related costs in respect of the purchase and sale of the relevant dwelling or an equity share in the relevant dwelling

**"Target Rent"**

target rents for social rented housing (or its equivalent) as published from time to time by Homes England (or such other body as may replace Homes England, having responsibility for setting target rents for social housing)

**"Transfer"**

the transfer of the freehold or grant of a lease for a term of at least 125 (one hundred and twenty five) years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly

**Education Definitions**

**"BB104"**

the document described as Building Bulletin 104 and entitled "Area Guidelines for SEND and alternative provision" published by the Department for Education and the Education Funding Agency and dated December 2015 including any document which from time to time replaces in whole or in part that document

**"Education Contribution"**

the Special Education Needs Contribution

**"Education Index"**

the BCIS (Building Cost Information Service) all in tender price index

**"Education Purposes"**

the purpose for which the Education Contribution is paid as set out in the definition of Special Education Needs Contribution

**"Local Factors"**

the factors which will be taken into account (in addition to the Special Education Needs Provision Factors as appropriate) by the Council in relation to the provision of additional and / or replacement educational facilities for children of school age namely the need for process involved in and outcome of any consultation which is necessary under the School Organisation (Prescribed Alterations to Maintained Schools)(England) Regulations 2013 and the School Organisation (Establishment and Discontinuance of Schools) Regulations 2013, the purchase or other acquisition of any necessary land and / or rights for the

provision of such facilities, the need to obtain and the terms of any approval of the Secretary of State for Education under section 77 of the School Standards and Framework Act 1998, the need for and if necessary obtaining of any planning permission for such facilities and (where appropriate) the organisation of classrooms and other accommodation within the school(s) concerned and the ability of the Council to enforce the expansion of the school(s) concerned where any such school is its own admission authority

“Special Education Needs Contribution”

the total sum reached for each Phase using the following formula;

$$\frac{(\text{Number of Dwellings in the Phase} \times 0.60 \times 0.047) \times \pounds 74,920.00}{1.08695622}$$

to be used towards the costs for sufficient classroom(s) and/or additional or alternative accommodation having regard to the need for specialist educational facilities within the schools concerned in accordance with BB104 and associated ancillary building areas (including but not limited to hall, office, group room) plus any required external works such as (but not exclusively) playgrounds, playing fields and car parks for the pupils with a Special Educational Need that can be expected to be generated (in accordance with BB103) by the Development such classroom or other facilities to be provided (at the sole discretion of the Council as the local education authority and having regard to the application of the Special Education Provision Factors and the Local Factors) at such school catering for Special Educational Needs as may be being provided within ten years of the payment of the Education Contribution as specified in Part 5 of Schedule 1 or in the event that the Council triggers the need for a new school

“Special Education Needs Provision Factors”

the factors to be taken into account in respect of the provisions of buildings and/or facilities to accommodate children of Special Education Needs school age as set out in BB104 including the provision of net area and/or non-net area accommodation as described in BB104

## Highways Definitions

“Highways Contribution”

the sum of £1,300,000 (one million, three hundred thousand pounds)

“Highways Index”

Construction Output Price Index (New Works) (OPI)

“Highways Works”

works for mitigating the traffic and transportation impacts of the Development at the active travel scheme along the A50

King Edward Road and link into the new roundabout scheme being delivered at the Canute Place roundabout.

## Open Space Definitions

“Allotment Contribution”	<p>the total sum reached for each Phase using the following formula:</p> <p style="text-align: center;"><i>A + B where</i></p> <p><i>A = the number of family Dwellings in the Phase x £586.70;</i></p> <p><i>B = the number of apartment Dwellings in the Phase x £293.35</i></p> <p>to be paid to the Council for the improvement of existing allotments in Mereheath Lane, Knutsford in place of the provision of allotments within the Site and the need for which arises directly from the Development</p>
“Allotment Purposes”	<p>the addition, improvement and enhancement of the allotments at Mereheath Lane, Knutsford together with all proper and reasonable professional fees and administrative expenses directly attributable thereto to the end and intent that the said monies shall be used towards additions, improvements and enhancements for Mereheath Lane allotments within a 20 (twenty) year period from receipt from the Owner of payment of the Allotment Contribution as specified in Part 3 of Schedule 1</p>
“Certificate”	<p>means a certificate containing a summary of the Expenditure and specifying the amount of the Estate Service Charge for any Financial Year.</p>
“Estate Service Charge”	<p>an estate service charge forever charged on and issuing out of the Site and representing a fair and proper proportion of the Expenditure applicable to the particular Dwelling and payable annually to the Management Company in respect of its administration and of insuring and maintaining, repairing and as necessary renewing the Open Space in accordance with the Management Scheme</p>
“Expenditure”	<p>the aggregate of all costs, charges, expenses and outgoings whatsoever incurred by the Management Company in relation to the insurance, maintenance, repair, cleansing, and where necessary renewal of the Open Space all in accordance with the Management Scheme</p>
“Financial Year”	<p>each year ending on 31<sup>st</sup> December or such other date as the Management Company shall determine</p>
“Indoor Sports Facilities Contribution”	<p>the total sum reached for each Phase using the following formula:</p> <p><u><i>(Number of Dwellings in the Phase x 1.61) x 0.671 x £6500</i></u></p>

to mitigate the deficiencies in the provision of recreation and outdoor sports facilities within the Development as identified by the Council the need for which arises directly from the Development.

“Indoor Sports Facilities Contribution Purposes”

towards works of addition, improvement and enhancement to the sports facilities together with all proper and reasonable professional fees and administrative expenses directly attributable thereto to the end and intent that the said monies shall be used towards additions, improvements and enhancements of Knutsford Leisure Centre within the period of 20 (twenty) years from receipt from the Owner of payment of the Indoor Sports Facilities Contribution as specified in Part 3 of Schedule 1

“Management Company”

A limited company with the purpose of managing the Open Space within the Development in accordance with the Management Scheme

“Management Scheme”

A scheme for the future management and maintenance of the Open Space that identifies the maintenance requirements for the Open Space including all ongoing maintenance operations, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space to include hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants and details of who is to undertake the on-going future maintenance of the Open Space to ensure that the Open Space remains safe and available for public use

“Open Space”

All the areas of open space within the Development and identified within the Phasing Plan and detailed in the Open Space Scheme to be provided by the Owner including formal and informal recreation areas, incidental green spaces around the Development outside of residential curtilage, pedestrian and cycle links, wildlife habitats, landscaping belts and drainage areas

“Open Space Scheme”

a scheme approved by the Development Manager in respect of each Phase detailing:

- (i) the size location and type of Open Space
- (ii) details and specifications for works and materials showing how the Open Space will be graded, drained, landscaped, seeded, planted, laid out and provided fit for use by the public
- (iii) a specification of the construction method and materials to be used

“Recreation and Outdoor Sports Facilities Contribution”	the sum of £480,024 (four hundred and eighty thousand and twenty four pounds) to be used for Recreation and Outdoor Sports Facilities Purposes the need for which arises directly from the Development
“Recreation and Outdoor Sports Facilities Purposes”	towards works of addition, improvement and enhancement to the sports pitches and sports facilities located within the Knutsford Analysis Area as identified in the Council’s Playing Pitch and Outdoor Sport Strategy dated January 2024 and identified in the Sports Needs Assessment together with all proper and reasonable professional fees and administrative expenses directly attributable thereto to the end and intent that the said monies shall be used towards additions, improvements and enhancements identified in the Sports Needs Assessment within the period of twenty (20) years from receipt from the Owner
“Service Charge Payment Date”	the date of completion of the transfer of each Dwelling comprised in the Development and thereafter on 1st January in each year
“Sports Needs Assessment”	A report which follows the Sports England ‘Assessing Needs and Opportunities Guidance’ prepared by the Owner and approved by the Council which identifies where in the Knutsford Analysis Area as identified in the Council’s Playing Pitch and Outdoor Sport Strategy dated January 2024 the Recreation and Outdoor Sports Facilities Contribution will be used on works of addition, improvement, and enhancement

## Healthcare Definitions

“Healthcare Contribution”	<p>the total sum reached for each Phase using the following formula:</p> <p><b><i>A + B + C + D + E</i></b> where:</p> <p><i>A = the number of 1 bed Dwellings in the Phase x £612;</i></p> <p><i>B = the number of 2 bed Dwellings in the Phase x £875;</i></p> <p><i>C = the number of 3 bed Dwellings in the Phase x £1,225;</i></p> <p><i>D = the number of 4 bed Dwellings in the Phase x £1,531; and</i></p> <p><i>E = the number of 5 bed Dwellings in the Phase x £2,100</i></p> <p>for the Healthcare Contribution Purposes</p>
“Healthcare Contribution Purposes”	Works towards the cost of providing a new healthcare facility(s) and/ or the improvement/upgrading of an existing healthcare facility (including the design costs and professional fees) for any General Practice within the locality of Knutsford and more specifically: Annandale Medical Centre, Manchester Road Medical Centre and Toft

Road Surgery, the need for which arises directly from the Development

“Healthcare Provider”

The body who the Healthcare Contribution will be paid to by the Council to carry out the Healthcare Contribution Purposes

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any obligation, covenant, undertaking or agreement by any party to this Deed not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing.

## **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and (in relation to Affordable Housing matters) Section 609 of the Housing Act 1985 with the intention that it shall bind the Parties' interests in the Site.
- 3.2 The covenants, restrictions and requirements imposed upon the Parties under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Parties and to the extent that any of the obligations are not planning obligations within the 1990 Act they are entered into pursuant to the powers contained in s111 Local Government Act 1972, s33 Local Government (Miscellaneous Provisions) Act 1982 and s1 Localism Act 2011 and all other enabling powers.

## **4 CONDITIONALITY**

- 4.1 This Deed shall come into effect upon the issue of the Planning Permission except for clause 7.1, 9, 13, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.

## **5 THE OWNER'S COVENANTS**

### **5.1 The Owner covenant with the Council**

- 5.1.1 as set out in the First Schedule;
- 5.1.2 not to encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 5.1.3 to notify the Council's S106 Monitoring Officer within five Working Days of the occurrence of the following dates:
- Commencement of the Development; and the commencement of each phase containing C2/C3 residential development
  - Occupation of the first Dwelling within each Phase of the Development; and
  - Commencement of construction of the Affordable Housing Dwellings; and
  - Occupation of the first Affordable Housing Dwelling within the Development;
- 5.1.4 that there are no interests (legal or equitable) in the Site other than detailed in this Deed; and
- 5.1.5 to pay the Monitoring Payment and the Registration Fee to the Council prior to Commencement of the Development.

## **6 THE COUNCIL'S COVENANTS**

### **6.1 The Council covenants with the Owner**

- 6.1.1 as set out in the Second Schedule
- 6.1.2 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Deed,
- (a) to place the payments or financial contributions on deposit in the Council's Bank accounts (as the Council in its sole discretion shall decide) and to attribute a rate of interest thereon; and

- (b) to apply such payments or financial contributions only for the purposes specified in this Deed provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Deed.

## **7 MISCELLANEOUS**

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed and the Registration Payment.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registerable as a local land charge by the Council.
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given by the Development Manager unless otherwise stated.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Commencement of Development.
- 7.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest provided that the notice required by Clause 9 has been given.
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.9 Without prejudice to the Council's statutory rights 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 hereunder has been performed or observed.
- 7.10 The obligations contained in this Deed shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 7.11 The obligations to pay the Allotment Contribution, Education Contribution, Healthcare Contribution, Highway Contribution, Indoor Sports Facilities Contribution and Recreation and Outdoor Sports Facilities Contribution pursuant to provisions of the First Schedule contained

in this Deed shall not be enforceable against an owner/occupier or tenants or their successors in title (or in either case their respective mortgagees) of a Dwelling Disposed of pursuant to the Planning Permission PROVIDED THAT on the date of first Disposal of the Dwelling any payment which has become due as at the date of such Disposal pursuant to the provisions of the First Schedule has been made and FOR THE AVOIDANCE OF DOUBT an owner/occupier or tenant or their successors in title (or in either case their respective mortgagees) of that Dwelling shall not be liable for any payment: that was not due at the date of the first Disposal of that Dwelling nor for any payment that becomes due after the date of first Disposal of that Dwelling.

7.12 The exemption from liability in clause 7.11 shall be suspended for Dwellings in the event that at the time of first Disposal any payments due under this Agreement are outstanding and shall remain suspended until all outstanding payments plus the required Interest shall have been paid and PROVIDED THAT any restriction on Occupation in this Deed shall remain enforceable against any owner/occupiers or tenants (or their mortgagees) occupying a Dwelling in breach of such restriction.

## **8 WAIVER**

8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **9 CHANGE IN OWNERSHIP**

9.1 The Owner agrees with the Council to give the Council 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 within ten Working Days such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **10 INDEXATION**

10.1 Unless otherwise referred to below, any sum referred to as due in the First Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

10.2 The Highways Contribution referred to as due in the First Schedule shall be increased by an amount equivalent to the increase in the Highways Index from the date hereof until the date on which such sum is payable.

10.3 The Education Contribution referred to as due in the First Schedule shall be increased by an amount equivalent to the increase in the Education Index from the date hereof until the date on which such sum is payable.

## **11 INTEREST**

11.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **12 VAT**

12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.



16.2.3 The proposed expert.

- 16.3 The expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the Notice is issued pursuant to clause 16.1 either Party may request that the following nominate the expert at their joint expense:
- 16.3.1 If such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;
  - 16.3.2 If such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the expert;
  - 16.3.3 If such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;
  - 16.3.4 If such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
  - 16.3.5 If such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and
  - 16.3.6 In all other cases, the President of the Law Society to nominate the expert as he thinks appropriate including joint experts
- 16.4 If an expert nominated or appointed pursuant to clause 16.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 16.9.
- 16.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 16.1.
- 16.6 Notice in writing of the appointment of an expert pursuant to this clause 16 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 16.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 16 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 16.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 16.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 16 the Party or Parties may apply to the President of the Law Society for a

substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

- 16.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 16.11 Nothing in this clause shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

**IN WITNESS** whereof the Parties hereto have executed this Deed on the day and year first before written.

## THE FIRST SCHEDULE

### Owner's Covenants with the Council

The Owner covenants with the Council as follows;

#### Part 1 - General Provisions

1. The Site shall not be Occupied unless with the Reserved Matters application for approval of details of the layout of that Phase, the Owner has submitted and the Council has approved in writing:
  - (i) an Affordable Housing Scheme showing how the Affordable Housing is to be provided and managed within that Phase
  - (ii) an Open Space Scheme showing how the Open Space is to be provided and managed within that Phase
  - (iii) a Management Scheme
  - (iv) details of the Management Company to which all the Open Space will be transferred in accordance with this Deed, PROVIDED ALWAYS that the Phasing Plan, the Affordable Housing Scheme(s), the Open Space Scheme(s), the Management Scheme(s), may each be amended at any time with the written consent of the Development Manager or HM as appropriate.
2. Development shall be carried out in complete accordance with the Phasing Plan, the Affordable Housing Scheme(s,) the Open Space Scheme(s) and the Management Scheme(s) as amended from time to time

#### Part 2 - Affordable Housing Provisions

- 1 The Owner covenants with the Council that subject to the releases and mortgagee protection provisions contained in this Deed:
  - 1.1 30% (thirty percent) of the Dwellings permitted by the Planning Permission shall be constructed as Affordable Housing Units
  - 1.2 The Affordable Housing Units shall not be used or Occupied other than as Affordable Housing in perpetuity, as the sole private residence of a person in

Housing Need and in accordance with the requirements of this Schedule and with the requirements of the Affordable Housing Scheme.

1.3 The Affordable Housing Units shall comprise:

(a) 65% (sixty five per cent) Affordable Rented Housing

1.4 35% (thirty five per cent) Intermediate Housing The Affordable Housing Units shall only be Transferred:

(a) Completed and in a Serviced Condition

(b) With vacant possession

1.5 Any Transfer of an Affordable Housing Unit:

(a) shall contain provisions that grant rights of access and passage of services and other rights reasonably necessary for the use of the Affordable Housing Units as Dwellings; and

(b) shall be on terms to ensure this Deed is complied with including a requirement to ensure a RPSH enters into the Nominations Agreement.

2. The Affordable Housing Scheme shall detail for the Phase or Phases to which it relates;

2.1 the number of Affordable Housing Units which shall be constructed within that Phase or Phases

2.2 the type and tenure of each of the Affordable Housing Units, identifying which are Affordable Rented Housing or Intermediate Housing (as applicable)

2.3 the construction standards of the Affordable Housing Units which, in respect of the Intermediate Housing shall satisfy the requirements of Building Regulations current at the time of construction and, in respect of the Affordable Rented Housing shall satisfy the National Design Guide published by the Ministry of Housing Communities and Local Government in October 2019 and updated from time to time or any such document as supersedes it and all Affordable Housing will meet the requirements of the Nationally Described Space Standard

2.4 the location of the Affordable Housing Units

2.5 the timescale for provision of the Affordable Housing Units which shall accord with this Deed

PROVIDED THAT

2.6 the total number of Affordable Housing Units provided on the whole Site shall not be less than 30% (thirty per cent) of the Dwellings and the tenure of the Affordable Housing Units provided on the whole Site shall be split overall between 65% (sixty five per cent) Affordable Rented Housing and 35% (thirty five per cent) Intermediate Housing the type, construction standards, location, the timescale for provision of the Affordable Housing Units, the designated type of Intermediate Housing tenure within the 35% (thirty five per cent) split may be amended at any time with the written approval of HM.

3 Within each Phase, not more than 50% (fifty per cent) or 80% (eighty per cent) approved by HM if satisfied that there is a high degree of 'pepper potting' of affordable homes distributed across the site of the Open Market Housing shall be Occupied until:

3.1.1 all the Affordable Housing Units have been Completed in accordance with the Planning Permission, this Deed and the relevant Affordable Housing Scheme and made ready for immediate Occupation and use;

3.1.2 all of the Shared Ownership Houses and Affordable Rented Housing have been Transferred to a RPSH in accordance with the relevant Affordable Housing Scheme and this Deed; and

3.1.3 a comprehensive marketing campaign in respect of all of the Discounted Sale Houses (if provided) and Shared Equity Sale Houses (if provided) has been approved in writing by the Council commenced and thereafter actively pursued using best endeavours to secure a sale of those Dwellings in accordance with this Deed and the Affordable Housing Scheme.

### **Affordable Rented Housing**

4 Following Transfer pursuant to this Deed of the Affordable Rented Housing to an RPSH, the Affordable Rented Housing shall at all times be owned and managed by a RPSH for the purpose of providing social housing at or below the Local Housing Allowance for the area or Regulator for Social Housing Target Rent Amounts, whichever is lowest (as appropriate) and the Affordable Rented Housing shall be maintained and repaired in accordance with the

proper and normal customs and practices of a good landlord and the RPSH shall accept full responsibility for servicing managing repairing and maintaining the Affordable Rented Housing.

- 5 If the Owner Transfers the Affordable Rented Housing to a RPSH which is a party to the Cheshire Homechoice Scheme then the allocation of each of the Affordable Rented Housing to a tenant shall be governed by such scheme.
- 6 If the Owner Transfers the Affordable Rented Housing to a RPSH which is not a party to the Cheshire Homechoice Scheme then the Owner shall procure that upon such Transfer the RPSH enters into a Nominations Agreement with the Council, allowing the Council to nominate tenants to 100% (one hundred per cent) of first and 50% (fifty percent) of subsequent lettings.
- 7 The RPSH will only allocate tenancies to persons in Housing Need who will Occupy the Affordable Rented Housing as their sole or main residence and, in addition to its own lettings policy, the RPSH will prioritise applicants with a Local Connection. Where the Council fails to nominate a prospective occupier to any of the Affordable Rented Housing in accordance with the agreed nomination procedure, the RPSH can substitute an occupier from their own waiting list provided that the potential occupier is in Housing Need and will Occupy the Affordable Rented Housing as their sole or main residence and in accordance with the Local Connection priority order
- 8 With the object of preserving the Affordable Rented Housing as Affordable Housing none of them shall be sold into owner occupation or otherwise disposed of by a RPSH other than by way of:
  - 8.1 disposal to another RPSH for the purposes of providing social housing at no more than the Local Housing Allowance for the area or Regulator for social housing Target Rent amounts, whichever is lowest; or
  - 8.2 transfers of engagements under section 110 of the Co-operative and Community Benefit Societies Act 2014 or any re-enactment thereof; or
  - 8.3 creation of easements or other rights in favour of statutory undertakings or service companies for the purpose of providing services to the Site; or

- 8.4 sale to a sitting tenant by way of a tenants` statutory right to acquire or arrangement imposed or promoted by the Homes England whether as a condition of grant funding or otherwise; or
- 8.5 mortgage or charge and subject always to the residual power of sale of a mortgagee in possession; or
- 8.6 assured tenancies granted to Occupiers.

### **Shared Ownership Housing**

- 9 Following Transfer of the Shared Ownership Housing to an RPSH, the Shared Ownership Housing shall be provided by an RPSH for the purpose of providing Shared Ownership Housing and will only be Occupied as Affordable Housing in accordance with the terms of this Deed on the Shared Ownership Terms.
- 10 In addition to the RPSH's standard arrangements governing the nomination and approval of applicants to buy and rent Shared Ownership Housing, the RPSH will prioritise applicants who are in Housing Need with a Local Connection unless the Shared Ownership Housing is funded by Homes England AHP whereby the Homes England restrictions attached to AHP funding will solely apply.

### **Recycling of Surplus Sale Proceeds**

- 12 The RPSH shall:
  - 12.1 advise HM of all sales of equity in the Affordable Rented Housing and the Shared Ownership Housing; and
  - 12.2 hold any Surplus Sale Proceeds in an interest bearing account; and
  - 12.3 inform HM on request of the amount of money at any one time in that account and
  - 12.4 use such Surplus Sale Proceeds whether in part, in full or in conjunction with other sums in the following order of priority
    - 12.4.1 for repurchasing any of the Affordable Housing if sufficient funds have accrued;
    - 12.4.2 for other Affordable Housing projects within Knutsford;
    - 12.4.3 for other Affordable Housing projects anywhere within Cheshire East, and notify HM of such use, or

- 12.5 if the Affordable Rented Housing or Shared Ownership Housing are funded in whole or in part through a Homes England grant the Surplus Sale Proceeds for the funded Affordable Housing shall be paid into a recycled capital grant fund as required by the Homes England funding and then spent in accordance with the conditions of the provision of the grant from Homes England.

### **Discounted Sale Houses**

- 11 The Discounted Sale Houses (if any are provided) will only be Occupied as Affordable Housing in accordance with the terms of this Deed and the Resale Covenant Scheme.
- 12 The Owner will not advertise for sale or otherwise market the Discounted Sale Houses until he has obtained HM`s written approval of a Resale Covenant Scheme which
- 14.1 prevents all subsequent sales from taking place in excess of the Discounted Sale Price;
- 14.2 restricts purchasers to Qualifying Persons
- 14.3 sets out the nomination rights and eligibility criteria
- 14.4 allows for eligibility but not price restrictions to be lifted in appropriate circumstances;
- 14.5 sets out a procedure governing subsequent Disposals including notification of intention to sell, reasonable timescales, assessment of Open Market Value and any other appropriate remarketing provisions;
- 14.6 sets out appropriate administrative and conveyancing arrangements for Disposals which shall be tailored according to the Owner`s intention to sell freehold or leasehold title and which include the model transfers or leases which will be used to bring the Resale Covenant Scheme into binding effect and which will allow for the Council`s reasonable legal costs for approving the initial model transfer or lease to be met by the Owner and then subsequent legal costs to be met in accordance with the approved documentation.
- 15 The first Disposal of each Discounted Sale House shall be at the Discounted Sale Price to a Qualifying Person and shall secure that the approved Qualifying Person enters into appropriate covenants direct with the Council pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 to ensure the enforceability of the Resale Covenant Scheme PROVIDED THAT if the Owner demonstrates to HM`s reasonable satisfaction that:
- 15.1 he gave HM full details of his marketing arrangements 14 (fourteen) days before a Discounted Sale House was first advertised and invited HM to nominate Qualifying Persons to purchase and Occupy it; and

15.2 he advertised the Discounted Sale House at the Discounted Sale Price on the open market for 10 (ten) weeks (and that it was Completed for at least 4 (four) of those weeks) or for such lesser period (or periods) as HM may agree; and

15.3 he used best endeavours to advance a sale with any Qualifying Persons who appeared to be suitable prospective purchasers; and

15.4 a contract for sale has not been executed and exchanged,

then the Owner may Dispose of the Discounted Sale House at the Discounted Sale Price to any person who on completion enters into covenants with the Council pursuant to s33 Local Government (Miscellaneous Provisions) Act 1982 ensuring the enforceability of the Resale Covenant Scheme.

16 All second and subsequent Disposals of a Discounted Sale House shall be at the Discounted Sale Price to an approved Qualifying Person in accordance with the Resale Covenant Scheme to the intent and effect that this shall continue to apply to all second and subsequent disposals but the word 'Owner' shall instead read 'seller of the Discounted Sale House'

17 Upon Disposal of any Discounted Sale Houses the Owner shall observe and perform the obligations of the Owner and transferee within the Resale Covenant Scheme agreed by the Council and shall procure that all future Disposals of those Dwellings shall be bound by the terms of the Resale Covenant Scheme.

### **Shared Equity Sale Houses**

14 The Shared Equity Sale Houses (if any are provided) will only be Occupied as Affordable Housing in accordance with the terms of this Deed and the Shared Equity Sale Scheme approved pursuant to paragraph 15 below.

15 The Owner will not advertise for sale or otherwise market the Shared Equity Sale Houses until he has obtained HM's written approval of a Shared Equity Sale Scheme which details:

15.1 the restriction of purchasers to Qualifying Persons

15.2 the procedural steps notifications and timescales governing Disposals of the Shared Equity Sale Houses including notification of intention to sell, reasonable timescales, assessment of Open Market Value and any other appropriate remarketing provisions;

- 15.3 eligibility criteria;
  - 15.4 alternative arrangements in the event that sales are not forthcoming within reasonable timescales;
  - 15.5 a procedure for assessing Open Market Value:
  - 15.6 terms of Disposal including appropriate administrative and conveyancing arrangements (including approval of draft documentation requiring co-operation between sellers buyers and chargees including the Council and which will allow for the Council's reasonable legal costs for approving the initial model transfer or lease and proposed legal mortgage to be met by the Owner and then in the case of a Council scheme subsequent legal costs to be met in accordance with the approved documentation.;
  - 19.7 terms regarding priority, repayment and redemption of the relevant legal mortgage.
- 16 The first Disposal of each Shared Equity Sale House shall be in accordance with the Shared Equity Sale Scheme to a Qualifying Person and at no more than 70% (seventy per cent) of Open Market Value.
- 17 All second and subsequent Disposals of a Shared Equity Sale House shall be in accordance with the Shared Equity Sale Scheme.
- 18 Upon Disposal of any Shared Equity Sale House the Owner shall observe and perform the obligations of the Owner within the Shared Equity Sale Scheme and shall procure that all future Disposals of those Dwellings shall be bound by the terms of the Shared Equity Sale Scheme approved by the Council.
- 19 If the Owner has used all reasonable endeavours to Dispose of a Shared Equity Sale House in accordance with this Deed and the Shared Equity Sale Scheme then the relevant Shared Equity Sale House may be Disposed of to a person who is not a Qualifying Person PROVIDED ALWAYS that the Shared Equity Sale Scheme shall apply in full to any subsequent Disposal by that disponent or their successors in title.
- 20 If the Owner has used all reasonable endeavors to Dispose of a Shared Equity Sale House to any person in accordance with this Deed and the Shared Equity Sale Scheme then the relevant Shared Equity Sale House may be Disposed of to a person who is not a Qualifying

Person PROVIDED ALWAYS that the Shared Equity Sale Scheme shall apply in full to any subsequent Disposal by that donee or their successors in title.

### **Mortgagee Protection and Releases**

- 24 The restrictions in this Part Two – Affordable Housing Provisions of the First Schedule shall not be binding Affordable Housing:
- 24.1 in the control of a Chargee of an RPSH in the event of a default under a mortgage or charge PROVIDED THAT
- 24.1.1 the Chargee has given the Council written notice of its intention to dispose of the Affordable Housing Units, and
- 24.1.2 the Chargee has used reasonable endeavours over a period of 3 (three) months from that date of written notice in paragraph 24.1.1 above to complete a disposal of the Affordable Housing Units to another RPSH and for the avoidance of doubt such Chargee shall not dispose of the Affordable Housing Unit for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principle monies, interest costs and expenses; and
- 24.1.3 If the Chargee shall not have completed the disposal of the said Affordable Housing Units or any part thereof in accordance with paragraph 24.1.2 above, within the said 3 (three) month period, the Chargee may (but without imposing any obligation on the Chargee) dispose of the Affordable Housing Units which have not by that time been disposed of to such RPSH free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.
- 21.2 owned by a tenant who has exercised a statutory right to acquire an Affordable Housing Unit by way of a purchase grant or like scheme or any mortgagee or chargee of such tenant or any receiver appointed by such mortgagee or chargee (including administrative receivers)
- 21.3 in the control of a Chargee in accordance with the Shared Ownership Terms
- 24.4 owned by an Occupier who has purchased 100% (one hundred per cent) of the equity in a Shared Ownership House following the exercise of Staircasing rights or in accordance with any other Homebuy scheme or any Chargee of such Occupier.

### Part 3 - Open Space Provisions

#### On-site Open Space

- 1.1 The Open Space Scheme will be submitted for approval by the Council at the same time as the first reserved matters application and in any event prior to first Occupation of Development and first Occupation of Development will not take place until the Open Space Scheme has been approved in writing by the Council.
- 1.2 In order to maintain the integrity and long term future viability of the Open Space, not without the prior consent of the Council to locate any site and work compounds on any part of the Open Space once it has been completed.
- 1.3 Prior to the Occupation of more than 50% (fifty per cent) of the Dwellings of each Phase of the Development to provide the Open Space within that Phase in accordance with the approved Open Space Scheme so that it is available and safe for immediate public use and not to permit or allow the Occupation of more than 50% (fifty per cent) of the Dwellings of each Phase of the Development until the Open Space within that Phase has been provided in accordance with the approved Open Space Scheme so that it is available and safe for immediate public use.
- 1.4 Prior to the Occupation of the Development to submit the Management Scheme to the Council and not to allow or permit Occupation of the Development until the Management Scheme has been submitted to the Council and the Council has approved the Management Scheme in writing.
- 1.5 To maintain the Open Space in each Phase in accordance with the Management Scheme approved by the Council at all times from Occupation of 50% (fifty per cent) of the Dwellings in that Phase of the Development so that it is safe and available at all times for public use to the reasonable satisfaction of the Council.
- 1.6 To amend the Management Scheme only with the Council's written consent.
- 1.7 To keep the Open Space open, unbuilt upon (save for permitted play equipment) and available for public recreational use in perpetuity save for access to any wildlife area to

which access is restricted in the Management Scheme(s).

## Management Company

2.1 The Owner will procure that the purchaser of each Dwelling comprised in the Development enters into covenants substantially in the form set out below (or in such other form as agreed in advance by the Council in writing) direct with the Management Company under which the buyer shall covenant:-

- (i) to pay the estimated Estate Service Charge (or an appropriate proportion of it in respect of the payment due on the date of this transfer) to the Management Company in advance on the Service Charge Payment Date or if later immediately on receipt of a demand for payment from the Management Company ; and
- (ii) immediately on receiving a Certificate, to pay to the Management Company any shortfall between the estimated Estate Service Charge paid and the amount of the Estate Service Charge so certified, and
- (iii) not to dispose (other than by way of mortgage or assured shorthold tenancy) of the Dwelling unless the disponee enters into and delivers to the Management Company a direct covenant with the Management Company in the form set out at sub- paragraphs (i) and (ii) above and this paragraph (iii).

2.2 to procure that an application is made to the Land Registry for entry of a restriction onto the register of the title of each Dwelling comprised in the Development in standard form L in Schedule 4 of the Land Registration Rules 2003 namely:

*'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 entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [ the provisions referred to at paragraph 2.1 above] of a transfer dated[ ] and made between [name] (1) and [name] (2) have been complied with or that they do not apply to the disposition'*

2.3 The Owner shall not permit or allow the Occupation of more than 75% (seventy five per cent) of the Dwellings in each Phase of the Development unless and until the freehold interest in the Open Space in that Phase has been transferred free from incumbrances

(other than as set out below) to the Management Company but for the avoidance of doubt the transfer shall:

- i. be a transfer of the entire freehold interest of the Open Space
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. include all usual and necessary rights of way with or without vehicles
- v. be subject to rights of reasonable access to the public
- vi. reserve any usual and necessary rights to use existing services and to lay and use new services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- vii. declare that boundary structures shall belong to and be maintained by adjoining owners
- viii. not require consideration in excess of £1 (one pound)
- ix. contain covenants by the Management Company in favour of the Council and pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to the effect that the Management Company shall maintain, repair, replace as necessary and generally manage the Open Space in strict accordance with the Management Scheme and the principles of good estate management to the intent that the Open Space remains fit for purpose and available for safe use by the public at all times during which any part of the Development is Occupied include provisions securing the sole use of the Open Space for the recreational enjoyment of the public as amenity open space
- xi. include a declaration that no area of the Open Space is dedicated as public highway nor that any use by the public of any part of the Open Space shall be taken in any way as an intention by the Owner to dedicate the same as Highway.

## Sports and Recreation Contributions

- 3.1 Prior to the Occupation of each Phase containing C3/C2 housing development, (determined by the Phasing Plan) to pay the Indoor Sports Facilities Contribution for that Phase to the Council for the Indoor Sports Facilities Contribution Purposes, and not to permit or allow first Occupation of that Phase unless and until the Indoor Sports Facilities Contribution has been paid to the Council.

Prior to the Occupation of the first Phase containing C3/C2 housing development (determined by the Phasing Plan) to pay 50% (fifty percent) of the Recreation and Outdoor Sports Facilities Contribution to the Council for the Recreation and Outdoor Sports Facilities Purposes, and not to permit or allow the Occupation of the first Phase containing C3/C2 housing development unless and until 50% (fifty percent) of the Recreation and Outdoor Sports Facilities Contribution has been paid to the Council.

Prior to the Occupation of the second Phase containing C3/C2 housing development (determined by the Phasing Plan) to pay the remaining 50% (fifty percent) of the Recreation and Outdoor Sports Facilities Contribution to the Council for the Recreation and Outdoor Sports Facilities Purposes, and not to permit or allow the Occupation of the second Phase containing C3/C2 housing development unless and the remaining 50% (fifty percent) of until the Recreation and Outdoor Sports Facilities Contribution has been paid to the Council.

- 3.2 Prior to the Occupation of the first Phase containing C3/C2 housing development (determined by the Phasing Plan) to submit the Sports Needs Assessment to the Council for the Council's approval and not to permit or allow the Occupation of the first Phase containing C3/C2 housing development unless and until the Sports Needs Assessment has been submitted and has been approved by the Council

## Commuted sum for Off-site provision of Allotments

- 4.1 Prior to the Occupation of each Phase containing C3/C2 housing development, (determined by the Phasing Plan) to pay the Allotment Contribution for that Phase to the Council for the Allotment Purposes and not to permit or allow the Occupation of a Phase containing C3/C2 housing development, (determined by the Phasing Plan) unless and until the Allotment Contribution for that Phase has been paid to the Council.

#### **Part 4 – Highways provisions**

1. Prior to first Occupation to pay to the Council the Highways Contribution for the Highways Works and not to allow or permit first Occupation until the Highways Contribution has been paid to the Council in full.

#### **Part 5- Education Provisions**

1. Prior to the Commencement of Development of a Phase containing C3/C2 housing development, (determined by the Phasing Plan) to pay to the Council 50% (fifty percent) of the Education Contribution for that Phase for the Education Purposes and not to allow or permit the Commencement of that Phase of the Development unless and until 50% (fifty percent) of the Education Contribution for that Phase has been paid to the Council.
2. Prior to the occupation of 50% of the Dwellings of that Phase to pay to the Council the remaining 50% (fifty percent) of the Education Contribution for that Phase for the Education Purposes and not to allow or permit the occupation of 50% of the Dwellings of that Phase unless and until the Education Contribution has been paid to the Council in full.

#### **Part 6 – Healthcare Provisions**

1. Prior to the Commencement of Development of a Phase containing C3/C2 housing development, (determined by the phasing plan required by Condition 5 of the Planning Permission) to pay to the Council the Healthcare Contribution for that Phase for the Healthcare Contribution Purposes and not to allow or permit the Commencement of Development of a Phase containing C3/C2 housing development, unless and until the Healthcare Contribution for that Phase has been paid to the Council in full.
2. The Owner acknowledges that the Council shall not be responsible for how the Healthcare Contribution is utilised or in the event that the Healthcare Provider does not comply with paragraph 1.7.3 of the Second Schedule for its return once the Council has transferred the Healthcare Contribution to the Healthcare Provider but without prejudice to the rights of the Owner to seek to enforce the obligations in paragraph 1.7 of the Second Schedule directly against the Healthcare Provider AND in which case the Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations.

## **THE SECOND SCHEDULE Council's Covenants**

The Council covenants with the Owner:

- 1.1 That at the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.2 To operate abide by and comply with the arrangements terms conditions and obligations for the purposes set out in the First Schedule hereto.

### **Open Space Contributions**

- 1.3 Upon the written request of the Owner to provide a reasonable breakdown of the use of and deployment of the said contributions and in the event that any of the said monies have not have been expended, or contractually committed to be spent, by the 20<sup>th</sup> (twentieth) anniversary of the date of receipt thereof by the Council, then the Council shall (if required by the person who paid it) at that time repay to the person who paid it, the Allotment Contribution, Indoor Sports Facilities Contribution and Recreation and Outdoor Sports Facilities Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen.

### **Highways Contribution**

- 1.4 Upon the written request of the Owner to provide a reasonable breakdown of the use of and deployment of the said contributions and in the event that any of the said monies have not have been expended, or contractually committed to be spent, by the 10<sup>th</sup> (tenth) anniversary of the date of receipt thereof by the Council, then the Council shall (if required by the person who paid it) at that time repay to the person who paid it, the Highways Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen.

### **Education Contribution**

- 1.5 Upon the written request of the Owner to provide a reasonable breakdown of the use of and deployment of the said contribution and in the event that any of the said monies have not have

been expended, or contractually committed to be spent, by the 10<sup>th</sup> (tenth) anniversary of the date of receipt thereof by the Council, then the Council shall (if required by the person who paid it) at that time repay to the person who paid it, the Education Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen.

## Healthcare Clauses

- 1.6 to keep an up to date record of all payments from the Healthcare Contribution transferred by the Council to the Healthcare Provider
- 1.7 to pay the Healthcare Contribution to the Healthcare Provider upon receipt of a document from the Healthcare Provider:
  - 1.7.1 confirming that they will apply the Healthcare Contribution solely for the Healthcare Contribution Purposes;
  - 1.7.2 providing full details of the expenditure of the Healthcare Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure;
  - 1.7.3 confirming that they will return any unspent part of the Healthcare Contribution together with interest accrued to the Council or the Owner after the expiry of ten years from the date of receipt by the Council of the Healthcare Contribution.
- 1.8 Upon the written request of the Owner to provide a reasonable breakdown of the payment of the said contributions to the Healthcare Provider and in the event that any of the said monies have not have been paid to the Healthcare Provider, by the tenth anniversary of the date of receipt thereof by the Council, then the Council shall (if required by the person who paid it) at that time repay to the person who paid it, the Healthcare Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen.

**THE THIRD SCHEDULE**  
**Nominations Agreement**  
**NOMINATIONS AGREEMENT**

This Nomination Agreement is made between Cheshire East Council (the Council) and XXXXXXXXX (the Registered Provider)

It is the intention of this agreement to establish a framework by which the Council make nominations to the Registered Provider. Nominations will be made from the Council's Housing Register via the Council's choice based lettings service (Cheshire Homechoice).

The Registered Provider will in any one year (April to March) pass xx% of their new-build vacancies and xx% of their relets within in the Cheshire East Borough for nomination. Where alternative quota or contracts have been formally agreed between the Registered Provider and the Council, these will take precedence over the general target.

Properties will be advertised via Cheshire Homechoice for a minimum of five working days, to include a Saturday, Sunday and Monday to enable housing register applicants to express interest in the property. Expressions of interest can be made via telephone, the website or a visit to any one of the partnership offices. Advice and support will be provided to applicants who need it, to ensure they are able to access and use the scheme.

**Nomination process where there is no direct access into CEC back office systems**

In typical circumstances, communication between the Council and the Registered Provider for nomination requests will be made via email to ensure minimal delays in the lettings process. Where an immediate response is required, enquiries should be made via telephone to the Homechoice Team.

When a property becomes available for letting, the Registered Provider will email full details of the nominations request to the Cheshire Homechoice Team ([cheshirehomechoice@cheshireeast.gov.uk](mailto:cheshirehomechoice@cheshireeast.gov.uk)) using the designated request form. This should include photographs of the property and specific advert details. An advert for the property will be generated by the Team in accordance with the Common Allocation Policy; adverts will be clearly labelled to show the property features, local neighbourhood information and types of household that are able express an interest.

The Registered Provider will be supplied with a list of the top 5 eligible applicants for the property, within 10 working days of sending in the nomination request. The Registered Provider will be expected to work through them in order of priority until they find a suitable/interested applicant. The applicant will then be contacted by the Registered Provider to confirm their successful application and advised about procedures for viewing/ assessment for the property. If the list is exhausted, a further 5 applicants from those who expressed an interest in the property will be supplied

The Registered Provider will inform Homechoice of the results of the nomination by email ([cheshirehomechoice@cheshireeast.gov.uk](mailto:cheshirehomechoice@cheshireeast.gov.uk)), within 5 working days of the offer made to the applicant.

### **Nomination process where there is back office access to Homechoice**

Adverts will be inputted directly by the Registered Provider, containing the correct letting parameters to enable the maximum number of eligible applicants to apply, in accordance with the Common Allocations Policy.

When an advert closes the Registered Provider will be able to access a full shortlist of all applicants and will be expected to work through them in order of priority until they find a suitable/ interested applicant. The applicant will then be contacted by the Registered Provider to confirm their successful application and advised about procedures for viewing/ assessment for the property.

The Registered Provider will complete the matching process on the back office system in order to formally remove the applicant from the register and record the nomination. This will happen within 5 working days of the offer.

If no suitable applicants have expressed an interest in a property advertised or the list has been exhausted; the Registered Provider will have an option to withdraw the property from the scheme or to run the advert for a further weekly cycle. Any nominations withdrawn from the scheme after a full weekly cycle of advertising will constitute a failed nomination and will count as part of the nominations quota.

The Registered Provider will process the nomination in accordance with the Common Allocations Policy.

The Homechoice Team and the applicant will be kept informed of any delays regarding the availability of property, for example due to extensive repairs, alterations and revised termination dates.

Quarterly nomination outcomes will be sent to the Homechoice Team Leader at the Council, on a quarterly basis

The Registered Provider will advise the Homechoice Team Leader of all new developments coming into management at least 3 months before handover and a nomination timetable will be agreed. References will be made to the legal agreement drawn up between the Registered Provider and the Council's legal department with regard to all new developments.

Both the Registered Provider & the Council will maintain and review such records as is necessary to ensure there are no criteria relating to re-housing and nomination process which directly or indirectly discriminate against any applicant on the ground of race, religion, sex, sexuality or disability.

The Registered Provider and the Council will at all times work in ways which are mutually advantageous. For example, they will advise each other of any internal restructure which may affect the nominations process.

The Registered Provider and the Council agree to sharing information regarding Homechoice applicants & nominees for monitoring purposes.

This process has been agreed between:

SIGNATURE .....

NAME (PRINTED) .....

DESIGNATION .....

ON BEHALF OF CHESHIRE EAST COUNCIL

And

SIGNATURE .....

NAME (PRINTED):

DESIGNATION:

ON BEHALF OF:

## THE FOURTH SCHEDULE

### Discounted Sale House Resale Covenant Scheme Clauses Standard Remarketing Provisions for Discounted Sale Houses forming the basis for a Re-Sale Covenant Scheme to be tailored for freehold or leasehold sales

1. On any disposal of a Discounted Sale House the following definitions shall be imposed in the deed of transfer or lease (as applicable):
  - 1.1 "the Agreement" means a s106 Agreement dated .....20 made between Cheshire East Borough Council (1) and ..... (2) and .....(3)
  - 1.2 "the Assumptions" are:
    - 1.2.1 a willing seller and buyer
    - 1.2.2 that prior to the date of valuation the Dwelling was freely exposed to the market and there has been a reasonable period within which to negotiate the sale (having regard to the nature of the Dwelling and the state of the market) and that values remained static throughout that period and
    - 1.2.3 that no account is taken of any bid by any prospective purchaser with a special interest and
    - 1.2.4 that both parties to the transaction had acted knowledgeably prudently and without compulsion; and
    - 1.2.5 that the Dwelling is in its existing state of repair and sold with vacant possession
    - 1.2.6 that the transfer/assignment does not contain any provisions that are not standard or usual in residential freehold/leasehold transactions
  - 1.3 "Council" means Cheshire East Borough Council of Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ
  - 1.4 "Discounted Sale Price" means no more than seventy per cent (70%) of the Open Market Value of the Dwelling
  - 1.5 "Disposal" means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly;
  - 1.6 "Independent Valuer" means a member of the Royal Institution of Chartered Surveyors appointed by the Owner of the Dwelling at his own cost but first approved by the Council in writing
  - 1.7 "Open Market Value" means the value assessed by an Independent Valuer and agreed by the Council in accordance with paragraph 2.3 below or determined in accordance with paragraph 2.4 below.

- 1.8 "Owner" means the person who intends to Dispose of the relevant Dwelling
- 1.9 "Dwelling" means the property the subject of this deed
- 1.10 "Approved Person" means a Qualifying Person (as defined in the Agreement), who is approved by the Council to purchase the Dwelling or such other persons as are approved by the Council in writing pursuant to clauses 2.7 or 2.8 below or such other persons as are approved by the Council from time to time
- 1.11 "Main Residence" means a dwelling lived in by an owner/occupier as his sole or main home for more than thirty-five weeks in every calendar year
- 1.12 a 'Sale' of the Dwelling occurs in every case where there is a Disposal of the Dwelling except when the Disposal is:
- (i) executed pursuant to an order of a court on granting in respect of the parties a decree of dissolution of marriage or judicial separation or
  - (ii) executed pursuant to an order of a court which is made in connection with the dissolution or annulment of the marriage or the parties' judicial separation and which is made at any time after the granting of such decree or
  - (iii) executed at any time in pursuance of an agreement made in contemplation of or otherwise in connection with the dissolution or annulment of the marriage or their judicial separation or
  - (iv) executed by personal representatives of a deceased Owner for the purpose of transferring or assigning into the sole ownership of the spouse of the Owner
  - (v) executed by personal representatives of a deceased joint tenant and a surviving joint tenant for the purpose of transferring or assigning the Premises into the sole ownership of the surviving joint tenant

PROVIDED THAT where a Disposal falls within the categories set out in paragraph 1.12(i) – (v) the transferee covenants with the Council as set out in paragraph 2.11 below and "Sell" shall be construed accordingly

2. The following shall apply where a person wishes to Sell the Dwelling:

- 2.1 The Owner of the Dwelling shall before commencing marketing of the Dwelling, submit an assessment of Open Market Value.
- 2.2 The assessment produced pursuant to sub paragraph 2.1 above shall be prepared by an Independent Valuer and submitted by the then Owner to the Council for approval within one month of the valuation being carried out.
- 2.3 The Council shall either approve the assessment submitted to it in accordance with to sub-paragraph 2.2 above or provide an alternative assessment of the Open Market Value with a view to arriving at an agreed valuation.
- 2.4 If agreement between the Council and the Owner is not reached under sub paragraph 2.3 above within 4 weeks of the Council's receipt of the assessment then the matter shall be referred to an appropriate independent expert (who shall either be agreed

between the parties by the President for the time being of the Royal Institution of Chartered Surveyors or any person acting with his authority) and the decision of the expert shall be final and binding (save in the case of manifest error) and his costs shall be borne as he shall direct (or where no direction is made, the costs shall be borne by the Owner).

- 2.5 Having obtained the Council's agreement of the Open Market Value or having received the binding decision of the expert in accordance with paragraph 2.4 of this deed in order to establish the Open Market Value, the Owner will give the Council written notice of (a) the date upon which he or she has arranged for the Dwelling to be advertised for sale and (b) the name and address of the agent who will market the premises, and will invite the Council to nominate Approved Persons to purchase the Dwelling.
- 2.6 If exchange of contracts for the Sale of the Dwelling has not occurred within 6 months of the date of the valuation being agreed or determined in accordance with paragraph 2.4 of this deed, then the Owner shall submit a new valuation, repeating the steps set out in paragraphs 2.1 to 2.3 and any Sale shall only proceed in accordance with the new Valuation, which in turn shall only be valid for a period of six months from the date it is agreed or determined in accordance with paragraph 2.4 of this deed.
- 2.7 At any time up to exchange of contracts for the sale of the Dwelling the Council may nominate Approved Persons to the Owner as prospective purchasers prioritised from its own affordable housing lists and from applications made to it in response to the Owner's own marketing exercise. Priority will be given to applicants in accordance with any Local/Community Connection criteria set out in the Agreement.
- 2.8 Prioritising nominees in the order indicated by the Council (if any) and having satisfied himself regarding their sustainability as prospective purchasers, the Owner will use reasonable endeavours to advance a sale of the Dwelling to an Approved Person.
- 2.9 If the Owner satisfies the Council (by written confirmation from his solicitor or estate agent) that the Dwelling has been advertised continuously for ten weeks at the Discounted Sale Price to those who would qualify as Approved Persons and that he or she has not been able to exchange contracts for sale then he shall be entitled to sell the Dwelling to any person at the Discounted Sale Price.
- 2.10 If a Dwelling is sold to a purchaser in accordance with clause 2.9 above
- (i) *the Council will certify to the Land Registrar that the disposition complies with clause [ ] of the transfer/lease dated [ ] made between [ ] and [ ] so that the disposition may be registered in accordance with the restriction on the register of title of the Dwelling and*
- (ii) *the Dwelling shall remain subject to the terms of the Agreement and the transfer/lease and the requirements of Paragraph 2.11 shall apply regarding future disposal to and occupation by an Approved Person.*

2.11 Upon Sale of the Dwelling and upon every transfer/assignment of the Dwelling described in clause 1.10 (i) – (v) above, the transferor shall covenant with the Council and as a separate covenant with the transferee (but not so as to render the transferor liable to the transferee after the transferor shall have parted with his interest in the Dwelling) that:

- (a) any Sale of the Dwelling shall only be for the Discounted Sale Price
- (b) any Sale of the Dwelling shall be to an Approved Person
- (c) the Dwelling shall at all times be the Main Residence of the transferee
- (d) the transferee shall not effect a Sale save in accordance with Paragraph 2 above
- (e) the transferee shall not sell the Dwelling without first:
  - (i) procuring that any transferee enters into a covenant with the Council to observe and perform the covenant set out in this paragraph 2.11; and
  - (ii) delivering to the Council the covenant referred to in this paragraph 2.11 on the Sale of the Dwelling
- (f) the transferee shall be responsible for the reasonable legal fees of the Council for the preparation of the deed of covenant and associated restriction

2.12 To the intent that no transfer of the Dwelling shall take place otherwise than in accordance with paragraph 2.11 above the transferee shall at the transferee's own expense apply to the Chief Land Registrar to enter the following restriction on the register of the title to the Dwelling such restriction to remain on the register during its subsistence:

'No disposition of the registered estate (other than a charge) by the Registered Proprietor is to be registered without a certificate addressed to the Land Registry and signed by the Borough Solicitor, Cheshire East Borough Council, Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ that the disposition complies with clause [ ] of a transfer/lease dated [ ] made between [ ](1) and [ ](2)'

2.13 The Council shall have the benefit of the right to enforce the covenants contained above pursuant to the Contracts (Rights of Third Parties) Act 1999

**EXECUTED as a Deed by [REDACTED] as an Executor of RANDLE BROOKS**

Signature: [REDACTED]  
[REDACTED] 14 Jan 2026 14:53:27 GMT (UTC +0)

in the presence of:

Signature of witness: [REDACTED]  
[REDACTED] 14 Jan 2026 15:07:31 GMT (UTC +0)

Name: [REDACTED]

Address: [REDACTED]

**EXECUTED as a Deed by [REDACTED] as an Executor of RANDLE BROOKS**

Signature: [REDACTED]  
[REDACTED] 14 Jan 2026 11:05:55 GMT (UTC +0)

in the presence of:

Signature of witness: [REDACTED]  
[REDACTED] 14 Jan 2026 10:55:18 GMT (UTC +0)

Name: [REDACTED]

Address: [REDACTED]

**THE COMMON SEAL of )  
CHESHIRE EAST BOROUGH COUNCIL )  
was affixed in the presence of: )**



Seal ID: 34966

Authorised Signatory: [REDACTED]  
[REDACTED] 19 Jan 2026 10:39:04 GMT (UTC +0)