

90/1102/61/90

Planning permission

Arrol and Snell Ltd
Mary's Hall
St Mary's Court
Shrewsbury
SY1 1EG

For Fletcher Homes (Shropshire) Ltd

The Shrewsbury and Atcham Borough Council HEREBY PERMIT the development proposed by you in your application dated the 17th day of September 1990 and acknowledged on the 4th day of October 1990 namely:

Land at Cross Houses, Near Shrewsbury - Construction of 54 residential units and garages.

subject to the conditions specified hereunder:


1. The development hereby approved shall only be carried out in complete accordance with the submitted and approved plans reference 446/07/PA.02, 01, 03, 05, 07, 08 and amended drawings reference 446/07/PA.14, 13, 12, 10 and 04B.
Reason: For the avoidance of doubt and to enable the Local Planning Authority to control the development in detail.
2. The development hereby permitted shall be commenced within Five years from the date of this permission.
Reason: To comply with Section 91 of the Town and Country Planning Act 1990.
3. Notwithstanding the provisions of the Town and Country Planning General Development Order 1988 (or any order amending or revoking and re-enacting that Order) no building or structure of any kind for accommodating a motor vehicle (otherwise than in accordance with the consent hereby granted) shall be erected or constructed within the curtilage of any dwelling on the site without the prior consent of the District Planning Authority.
Reason: To safeguard the amenities of the locality.
4. The development shall not commence until a scheme for landscaping on the site has been submitted to and approved by the District Planning Authority, such scheme shall include a programme for implementation and maintenance for an agreed period of years.
Reason: To safeguard the amenities of the locality.
5. No trees shall be lopped, topped or felled and no shrubs, hedges or bushes shall be cut back, cut down or uprooted without the prior approval of the District planning Authority.
Reason: To safeguard the amenities of the locality and to safeguard the natural features of importance in the appearance of the development.
6. Details of the colour, form and texture of all external materials shall be submitted to and approved in writing by the District Planning Authority prior to the commencement of the work.
Reason: To maintain town planning control.
7. The gradient of the drives shall be no steeper than 1 in 10.
Reason: To ensure the formation of a safe and satisfactory access.

Planning permission

90/1102/61/90 Cont'd...

8. No development shall take place until the junction of the estate road with the adjoining county highway has been formed to the satisfaction of the Local Planning Authority.
Reason: To ensure the formation of a safe and satisfactory estate road junction before construction traffic is required to enter and leave the site.
9. The construction of roads, footways and other ancillary services within the development hereby permitted shall be carried out in accordance with the local Highway Authority's specification for the time being in force for estate and industrial roads.
Reason: To ensure the construction of estate roads to a standard suitable for adoption as County Roads.
10. No property shall be occupied until the carriageways and footways referred to in Condition 9 have been completed to the satisfaction of the District Planning Authority in association with the Local Highway Authority.
Reason: To provide the residents of the estate with satisfactory highway approaches to their property.
11. No work, the subject of this permission, should commence until full engineering details have been submitted to and approved by the Local Planning Authority in conjunction with the Local Highway Authority.
Reason: To ensure the construction of estate roads suitable for adoption as county highways.
12. Before development commences a programme of housebuilding shall be submitted to and agreed in writing with the Local Planning Authority and the phasing shall be in accordance with that agreed programme.
Reason: To ensure satisfactory sewage treatment works capacity.
13. None of the development hereby approved shall be commenced until full details of drainage and sewerage disposal arrangements including the timing of the development have been first agreed in writing by the Local Planning Authority in consultation with the drainage authority.
Reason: To ensure that the development only proceeds on the basis of the available sewerage capacity.

Dated the 11th September 1992

Oakley Manor
Belle Vue Road
Shrewsbury
Borough Planning Officer

This notice does not convey any approval or consent which may be required under any enactment, byelaws, order or regulation other than Section 57 of the Town and Country Planning Act 1990.

No. 2302.
Map 185.

DATED 10 September 1992

SHREWSBURY AND ATCHAM BOROUGH COUNCIL

- and -

FLETCHER HOMES (SHROPSHIRE) LIMITED

A G R E E M E N T

Section 106 of the Town and Country Planning Act 1990
relating to the provision of Low Cost Housing at
Cross Houses in the County of Shropshire

A F Footner
Borough Solicitor
The Guildhall
Dogpole
SHREWSBURY
SY1 1ER



THIS AGREEMENT is made the *Tenth* day of *September* One thousand nine hundred and ninety two **BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH COUNCIL** of The Guildhall Dogpole Shrewsbury Shropshire of the one part and **FLETCHER HOMES (SHROPSHIRE) LIMITED** whose registered office is situated at 95 Mount Pleasant Road Shrewsbury Shropshire of the other part
WHEREAS:

(1) Interpretation

In this Agreement the expressions listed in column (1) below shall bear (except where the context otherwise requires) the respective meanings set out opposite them in column (2) below:

(1)	(2)
The Developer	Fletcher Homes (Shropshire) Limited 95 Mount Pleasant Road Shrewsbury.
The Council	The Shrewsbury and Atcham Borough Council of The Guildhall Dogpole Shrewsbury Shropshire.
A Housing Association	A housing association or housing associations registered with the Housing Corporation or its successor in title involved in the purchase of the proposed development or any part thereof
Director of Housing	The Chief Officer appointed by the Council to perform the enabling function of securing housing accommodation under the provisions of the Housing Act 1985 as amended, modified or re-enacted which shall extend to whomsoever may be appointed by the Council as successor to the title of that Chief Officer to perform the aforementioned enabling provision
The Site	All that estate in fee simple absolute in possession vested in the Developer with Title absolute registered at H M Land Registry under title number SL36955 which for the purpose of identification only is shown edged in red on the plan annexed hereto.
Proposed Development	The erection of 54 low cost houses as more particularly described under planning application reference numbers S/90/227/61/90 and S/90/1102/61/90 or any approved modification thereof
A Low Cost House	Being a dwellinghouse forming part of the proposed development erected strictly in accordance with an approved detailed plan and any garage erected in connection with such a dwellinghouse or subsequently erected
A Shared Ownership House	A low cost house disposed of by a Housing Association or its successors in title on a shared ownership basis incorporating the terms of this Agreement together with the terms of the lease as set out in the First Schedule hereto or similar as approved by the Housing Corporation or its successor in title in consultation with the Director of Housing.
The Rural Area	The Rural Area shall consist of the Civil Parishes of Berrington Atcham Wroxeter Cound Pitchford Condover and Bayston Hill (excluding the town of Shrewsbury) as shown for identification hatched in blue on the plan annexed hereto marked "2"



Disposal

Any conveyance by way of sale assent gift transfer lease under-lease (under-lease to include sub-lease) any assignment of lease or under-lease grant of tenancy option to purchase or lease or any other disposition whereby the right to occupy a low cost house or a shared ownership house will pass to another person but so as not to include an assent by an executor or an administrator of the estate of a qualifying person nor in the case of a disposal by one qualifying person to another person who immediately prior to such disposal resided in a low cost house or shared ownership house on the site when such disposal is made in pursuance of an order under Section 24 of Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or under any statutory modification or re-enactment thereof.

Qualifying Person

Shall be

(a) with reference to a low cost house disposed of by the Developer or its successor in title other than to Housing Association:

a qualifying person shall be a person who has resided within the Rural Area for a minimum of ten years out of the fifteen years immediately prior to occupation of a low cost house and who intends to reside in such low cost house during his period of ownership as his sole place of residence

OR

(b) with reference to a low cost house disposed of by the Developer or its successor in title to a Housing Association whilst such low cost house is vested in a Housing Association:

a qualifying person shall be any person selected in accordance with the terms of a Nomination Agreement

OR

(c) with reference to a low cost house subsequently disposed of by a Housing Association a qualifying person shall be a person having resided within the Rural Area for a minimum of ten years out of the fifteen years immediately prior to occupation of a low cost house and who shall reside in such low cost house during his period of ownership as his sole place of residence

The Global Figure

A minimum of 27 low cost houses.

The Initial Price

The initial price for the first phase shall be the price per house type fixed by the Developer which shall not exceed the following valuations:

Nesscliffe - 2 bedroomed semi-detached house £39,995.00

Stretton - 3 bedroomed semi-detached £44,995.00

Linley - 3 bedroomed semi-detached £49,995.00

The First Phase

That part of the proposed development consisting of a minimum of 20 low cost houses on that part of the site as indicated by the blue hatching on the plan annexed hereto and marked "Phasing Plan".

The Discounted Price

The valuation given to a low cost house or shared ownership house immediately prior to its being placed on the open market for disposal by a qualified member of the Royal Institute of Chartered Surveyors (excepting those low cost houses being disposed of at the initial price or being sold by the Developer or its successors in title to a Housing Association) on the basis for valuation purposes only that the terms of this agreement do not apply to the low cost house being valued for disposal but subject to a discount of 20% of the said valuation.

Phasing Plan

The plan annexed hereto and marked "Phasing Plan" which definition shall include by substitution thereof any amendment or modification thereof subject to the prior written approval of the Council

A Certificate of Value

A certificate in the format or similar thereto annexed to this agreement and marked "Document A"

Open Market for Disposal

The placing of a low cost house or shared ownership house for disposal [excepting where the estate to a low cost house is vested in a Housing Association] in accordance with the requirements of this agreement with a firm of estate agents with a practice within the Rural Area or Shrewsbury town.

Certificate of Compliance

A certificate of compliance issued by the Council for which a prepaid fee of £60 or such other sum as may reasonably be decided upon by the Council (exclusive of taxes) shall be received first and such certificate to be in a format or similar thereto as set out in "Document B" annexed hereto for which there shall be a minimum period of seven working days elapsed between the receipt of request and issue.

The Nomination Agreement

A Nomination Agreement made between a Housing Association (1) and the Council (2) and relating to the First Phase and to nomination agreements relating to subsequent phases regulating the nomination rights and related matters of the rented and shared ownership low cost houses included in the global figure to be disposed of to a Housing Association in the terms as set out in the Second Schedule hereto or similar terms as previously agreed in writing with the Director of Housing such agreement not to be unreasonably withheld or delayed



(2) The Council is the District Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) for the administrative area which includes the site and is the local planning authority by whom the planning obligations hereinafter contained are enforceable for the area within which the site is situated.

(3) The Developer has applied to the Council for planning permission with regard to the Proposed Development which the Council is minded to grant subject to the proper restriction and regulation of the Proposed Development as is intended to be secured by the covenants hereinafter appearing.



(4) The Developer has voluntarily agreed to enter into this Agreement with the Council for the purpose of regulating and restricting the use of the Proposed Development in the manner hereinafter appearing.

NOW THIS DEED WITNESSES as follows:

1. This Deed is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and where appropriate Section 609 of the Housing Act 1985 and covenants on the part of the Developer contained herein shall be planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended)

2. The Developer covenants with the Council so as to bind the site into whosoever hands the same may come but not so that the Developer shall be liable for any breach of any of the covenants after it shall have parted with its interest in the Site or any part thereof to which such breach relates (except for any antecedent liability) as follows:

(A) Not to commence any development in respect of the Proposed Development on the Site until the necessary off site sewers to serve the Proposed Development completed in its entirety have been fully provided in accordance with the details and specifications approved beforehand by the relevant Drainage Authority for the administrative area of the Council.

(B) (i) The Developer shall not sell less than the global figure of low cost houses to a Housing Association.

(ii) The Developer shall not sell less than 11 of the 20 low cost houses to be built in the first phase other than to a Housing Association.

(iii) Following completion of the first phase the remainder of the proposed development shall not be disposed of other than by providing for a minimum of fifty per centum of the low cost houses to be erected in each subsequent phase to be transferred to a Housing Association until such time as the total number of low cost houses transferred to a Housing Association equals the global figure.

(C) Where low cost houses are to be disposed of by the Developer other than to a Housing Association then

(i) The Developer shall not make any initial disposal of a low cost house other than

(a) at the appropriate initial price in respect of a low cost house erected in the First Phase to purchasers at least one of whom is a qualifying person or

(b) at the discounted price in respect of a low cost house outside the First Phase to purchasers at least one of whom is a qualifying person.

(ii) The Developer shall in any transfer of title of a low cost house require the transferee and his successors in title to covenant

(a) not to make any disposal of the low cost house to anyone other than to persons at least one of whom is a qualifying person nor to sell for a price for money or in kind in excess of the discounted price.

(b) prior to a low cost house being placed on the open market for disposal to lodge with the proper officer of the Council as appointed a certificate of value which certificate shall remain in force for three months from the date of issue.

(c) not to complete a disposal of a low cost house without first obtaining from the Council a Certificate of Compliance.

(iii) The Developer and its successors in title of the site covenant not to make a disposal for value without first obtaining a valuation of the discounted price of a low cost house for disposal and also obtaining a certificate of compliance from the Council prior to occupation of such low cost house on completion of legal formalities relating to the disposal (excepting a disposal of a low cost house under the first phase or to a Housing Association).

(D) Notwithstanding the provision in this agreement for a qualifying person to make a disposal of a low cost house to someone who has resided within the rural area for a minimum of ten out of the immediately preceding fifteen years such provision shall be relaxed in the following circumstances:

Where a low cost house has been placed on the open market for disposal continuously for four weeks following the date of the issue of the first certificate of value without an offer equivalent to the discounted price being received subject to contract being received by the person making the disposal then such a low cost house may be disposed of to anyone who has resided in the Administrative Area for a minimum period of five out of the immediately preceding ten years.

3. With reference to those low cost houses vested or to be vested in a Housing Association the Developer shall in any transfer of title to a Housing Association require the said Housing Association to covenant so as to bind the said low cost houses into whosoever hands the same may come but not so that the said Housing Association shall be liable for any breach of any of the covenants after it shall have parted with its interest in the Site or any part thereof to which such breach relates (except for any antecedent liability) as follows:

(i) not to dispose by way of sale of the freehold or sale on a shared ownership basis of more than seven low cost houses disposed to it by the Developer and such disposals shall only be made in accordance with the provisions of a Nomination Agreement.

(ii) to retain a minimum share of twenty per centum of the legal estate of low cost houses which a Housing Association disposes of on a shared ownership basis

(iii) Those low cost houses not otherwise disposed of by way of sale of the freehold or sale on a shared ownership basis shall be let out to tenants in accordance with the provisions of a Nomination Agreement.

(iv) To ensure that the Leases relating to shared ownership houses contain covenants requiring the Lessee and his successors in title:-

(a) not to make any disposal of the shared ownership house to anyone other than to persons at least one of whom is a qualifying person nor to sell the same for a price for money or in kind in excess of the discounted price.

(b) prior to a shared ownership house being placed on the open market for disposal to lodge with the Director of Housing of the Council a Certificate of Value which Certificate shall remain in force for three months from the date of issue.

(c) not to complete a disposal of a shared ownership house without first obtaining from the Council a Certificate of Compliance.

(v) Notwithstanding the provision contained in sub clause (iv) above for an owner of a shared ownership house to make a disposal of the same to someone who has resided within the rural area for a minimum of ten out of the immediately preceding fifteen years such provision shall be relaxed in the following circumstances:

(i) Where a shared ownership house has been placed on the open market for disposal continuously for four weeks following the date of issue of the first Certificate of Value without an offer equivalent to the discounted price being received subject to contract by the person making the disposal then the person making the disposal shall be at liberty to sell to anyone residing in the administrative area

(ii) Where a shared ownership house has been placed on the open market continuously for disposal in excess of eight weeks of the date of the issue of the first Certificate of Value without an offer equivalent to the discounted price being received subject to contract by the person making the disposal then such shared ownership house may be disposed of to any person

COPY



4. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that in cases where Mortgagee has entered into possession of a low cost house or a shared ownership house accordance with the terms of its mortgage/legal charge then such mortgagee may make a disposal such low cost house or shared ownership house to someone other than a qualifying person with reference to the Rural Area but such mortgagee shall be required to obtain a deed of covenant in favour of the Council from the person acquiring title to such low cost house or shared ownership house that such person and his successors in title shall be bound by the terms of this agreement as for the purposes of meeting the requirement of a certificate of compliance in such circumstances the Council will consider the mortgagee in possession to have complied with the requirements of the agreement if a certificate of compliance has been issued by the Council in the format or similar thereto to Document C annexed which shall be in a substitution for the certificate of compliance set out in Document B annexed which certificate of compliance shall be issued by the Council upon the prior payment of an administration fee of £60.00 (exclusive of all taxes) or such other reasonable sum as the Council might impose from time to time Provided Further That where a mortgagee makes a disposal as hereinbefore referred to it shall not be obliged to sell for a price for money or in kind, the discounted price or less and this Agreement shall not in any way restrict the price at which Mortgagee can sell

5. **THE** Council hereby covenants with the Developer and its successors in title that a certificate of compliance shall be issued as soon as reasonably practicable following an application for the same or in any event not later than fourteen days after the said application provided that:

- (a) a certificate of value has been lodged with the proper officer of the Council as appointed prior to the low cost house being placed on the open market for disposal Provided Always that such certificate shall remain in force for three months and if after the expiration of three months the low cost house is still on the open market for disposal a further certificate of value shall be obtained and lodged with the proper officer of the Council Provided Further that the Council may require a further valuation to be undertaken (with regard to any certificate of value obtained) by another member of the Royal Institute of Chartered Surveyors having a practice within the Rural Area or Shrewsbury Town at the cost of the person making the proposed disposal and the Council shall be at liberty to decide which certificate of valuation it proposes to rely on for the purposes of this agreement and
- (b) the Council is reasonably satisfied that the proposed disposal is to a Qualifying Person PROVIDED ALWAYS that if the Council has obtained and proposes to rely on a further valuation as provided in sub clause (a) hereof and if the Developer or its successors in title considers the said further valuation to be unreasonable the matter shall be referred to an arbitrator as hereinafter provided

6. (a) ANY dispute or difference between the parties in connection with this Deed (which shall extend to the parties of this Deed their respective successors in title and any qualifying person for the time being affected by the terms of this Deed) shall be referred to and determined by a sole arbitrator ("the Arbitrator") who shall be appointed by agreement between the parties in dispute or in default of such agreement by the President of the Law Society.
- (b) The procedure to be followed shall be agreed by the parties in dispute or difference or in default by the Arbitrator the costs of the Arbitrator being paid for in equal proportions by reference to the numbers of parties involved in any dispute or difference and no more.

IN WITNESS whereof the Council and the Developer have hereunto caused their respective Common Seals to be hereunto affixed the day and year first before written.

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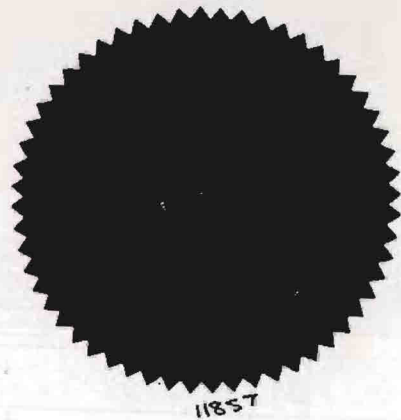
THE COMMON SEAL of SHREWSBURY)
AND ATCHAM BOROUGH COUNCIL)
was hereunto affixed in the presence of:)



Mayor



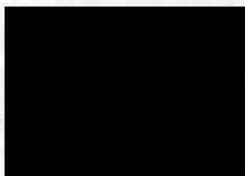
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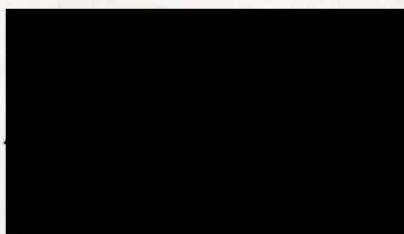
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THE COMMON SEAL of FLETCHER)
HOMES (SHROPSHIRE) LIMITED)
was hereunto affixed in the presence of:)

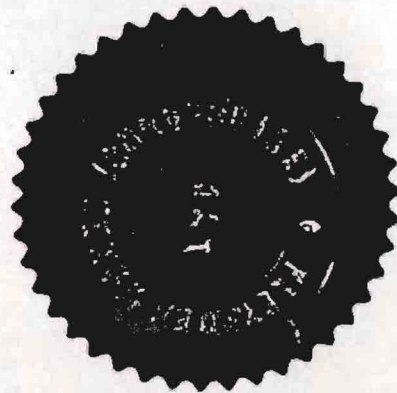
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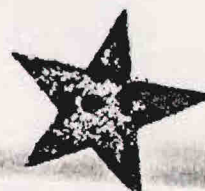
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FIRST SCHEDULE

H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1986

COUNTY AND DISTRICT : SHROPSHIRE : SHREWSBURY AND ATCHAM
TITLE NUMBER :
PROPERTY : LAND AT

PARTICULARS

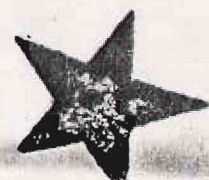
Landlord	:	HOUSING ASSOCIATION LIMITED of
Leaseholder	:	
Premises	:	No. (Plot) which is shown edged in red on the attached plan and includes the fixtures and fittings therein
Estate	:	The Landlord's property at comprised in the title number above referred to
Initial Market Value	:	the sum of £
Premium	:	the sum of £
Initial Percentage	:	%
Gross Rent on Commencement Date	:	£ per annum
Specified Rent	:	£ per annum and any other sum that may be payable pursuant to the provisions of the Third Schedule hereto
Initial Relevant Percentage	:	%
Commencement Date	:	
Certified Amount	:	the sum of (£30,000)



THIS LEASE which is made the _____ day of _____ 19 _____ bet ween the Landlord of the one part and the Leaseholder of the other part

RECITES THAT

- (1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 16836R.
- (2) The Landlord is a Housing Association registered with the Housing Corporation under Number _____
- (3) The Landlord is registered at H.M. Land Registry as proprietor with absolute title to the Premises.



(4) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Specified Rent representing the Initial Relevant Percentage of the Gross Rent of the Premises with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value of the Premises followed by a corresponding reduction of the percentage of the Gross Rent payable.

AND NOW WITNESSES as follows:

1. (1) References to the "Landlord" and "the Leaseholder" shall include the successors in title of them respectively and "successors in title" in relation to the Leaseholder has the same meaning which that expression bears in sub-section 9(1)(a) of the Perpetuities and Accumulations Act 1964.

1(2) The following expressions have where the context admits the following meanings:

1(2)(a) The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meaning assigned to them by the right hand column of those Particulars

1(2)(b) "the term" means the term hereby granted.

1(2)(c) "Person" includes a company corporation or other body legally capable of holding land.

1(2)(d) Expressions relating to the calculation of the Specified Rent are defined in the Third Schedule.

1(2)(e) Expressions relating to the staircasing provisions are defined in the Fourth Schedule.

1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants.

1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa.

1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force.

2. In consideration of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the First Schedule subject as there mentioned **AND TOGETHER** with the rights but subject to the provisions as more particularly referred to in the Fourth Schedule hereto **EXCEPT AND RESERVING** the rights set out in the Second Schedule **TO HOLD** the Premises to the Leaseholder for the term of **NINETY NINE YEARS** from the Commencement Date **YIELDING AND PAYING** therefor **FIRST** the Specified Rent and any variation thereof in accordance with the provisions of the Third Schedule hereto by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof and **SECONDLY** a sum equal to that amount expended by the Landlord in complying with its covenant in clause 4(2) contained such sum to be paid by the Leaseholder on demand by the Landlord and **THIRDLY** such sum as may from time to time be payable by the Leaseholder to the Landlord.

3. **THE Leaseholder HEREBY COVENANTS** with the Landlord

3(1) To pay the Specified Rent and all other monies due hereunder (hereinafter together called "the Rents") at the times and in the manner mentioned above without deduction **PROVIDED ALWAYS** if and whenever the Rents shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank plc for the time being in force.



3(2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises.

3(3) To keep from time to time and at all times during the term the Premises clean and well and substantially repaired maintained and decorated (damage by fire and other risks insured under Clause 4(2) excepted unless such insurance shall be vitiated by any act or default of the Leaseholder).

3(4) To contribute a fair proportion to be assessed from time to time by the Landlord of

3(4) (a) the reasonable cost of repairing maintaining renewing and cleaning as the case may be of any boundary walls fences hedges and of any access roadways and footpaths and of any communal gardens or facilities shared by the Leaseholder with others (hereinafter together referred to as the communal facilities)

3(4) (b) the reasonable fees charges and expenses of the surveyor any accountant or other person whom the Landlord may from time to time reasonably employ in connection with the management and maintenance of the communal facilities including the computation and the collection of rent and the computation of and collection of other monies due from the Leaseholder hereunder and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for such work

3(4)(c) for the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 (as amended) shall apply to the provisions hereof

3(5) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or additions to the interior of the Premises nor to erect any new buildings thereon nor in any way interfere with the outside of the Premises nor to remove any of the Landlord's fixtures from the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld.

3(6) To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof.

3(7) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority.

3(8) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court of otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder.

3(9) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term.

3(10) To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof and to make good all defects and wants or repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice

3(11) If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under clause 5(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repair including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand.

32.0 or lapses must be...

3(12) At all reasonable times during the term on notice to permit the Landlord with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises.

3(13) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord PROVIDED THAT damage by fire or other risks insured under clause 4(2) is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder.

3(14)(a) Not to underlet or part with possession of part only of the Premises.

3(14)(b) Not to assign the whole of the Premises at a price greater than a sum equivalent to that percentage of the Market Value (being the Initial Percentage plus any portioned Percentages) purchased pursuant to Clause 2 and the Fifth Schedule hereto (but excluding paragraphs 1(1)(iii) and 1(1)(iv) of that definition) as at a date no more than twelve weeks prior to the date of exchange of Contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidence by a Certificate in writing PROVIDED ALWAYS THAT the Valuer's fees and the Landlord's reasonable administration fees will be paid by the Leaseholder on demand whether or not the assignment proceeds.

3(14)(c) No to assign mortgage or charge the whole of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld PROVIDED THAT the Landlord's reasonable administrative costs in respect of the consent are paid by the Leaseholder and PROVIDED ALWAYS THAT no consent shall be required to a first mortgage or first charge of the whole of the Premises to a Building Society within the meaning of the Building Societies Act 1986 PROVIDED ALWAYS THAT the amount of any such first mortgage or first charge does not exceed the premium paid by the Leaseholder hereunder) the purchase price paid by the Leaseholder on any assignment of this Lease.

3(14)(d)(i) Not to assign the whole of the Premises (save in the case of one or more joint tenants to the remainder) except to a person (or one of the persons in the case of more than one) nominated by the Landlord within a period of one month ("the Nomination Period") from the receipt by the Landlord of Notice from the Leaseholder to the effect that he wishes to assign his interest provided that the Landlord shall not be entitled to nominate more than three such persons within the said Nomination Period.

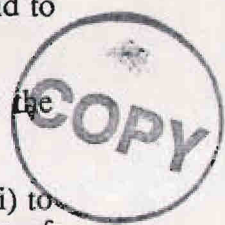
(ii) If the Landlord fails within the Nomination Period to make any nomination under sub-paragraph (i) above then the provisions of sub-paragraph (vi) below shall apply.

(iii) If within the said Nomination Period the Landlord makes one or more nomination under sub-paragraph (i) above then the Leaseholder shall make any such nominee an offer on the terms mentioned in sub-paragraph (iv) and (v) below.

(iv) Any such offer shall be an unconditional written offer (subject to formal exchange of Contracts) to sell the Premises with vacant possession and free from encumbrances (except any which may affect the Premises at the time of the grant of this Lease) and to remain open for acceptance for a period of four weeks during which Contracts must be exchanged and to stipulate a completion date not earlier than four weeks after exchange of Contracts.

(v) The price at which any such offer shall be made shall be in accordance with the Clause 3(14)(b) above.

(vi) If an offer is made to each of the Landlord's said nominees within sub-clauses (iii) to (v) above and is refused or allowed to lapse by each of them then subject to the terms of Clause 3(14)(c) above the Leaseholder shall be at liberty to assign this Lease notwithstanding the restrictions contained in this paragraph (d) PROVIDED THAT any assignment must be to a person or persons who qualify in accordance with the Residents Selection Criteria more particularly set out in the Fifth Schedule hereto.



(vii) To pay to the Landlord within fourteen days of each assignment a sum equal to 0.5% of the said Market Value (to cover the Landlord's costs of administering paragraph (b) above) or such lesser sum as the Landlord shall specify.

3(15) Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice.

3(16) Not to use the Premises nor permit the same to be used for any purpose whatever other than as a private residence in single occupation only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the premises in the neighbourhood.

3(17) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Premises.

3(18) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost and no knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired.

4. **THE Landlord HEREBY COVENANTS** with the Leaseholder as follows:

4(1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it.

4(2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) keep the Premises insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of Rents) and whenever required will produce to the Leaseholder sufficient evidence of the insurance of the Premises and will in the event of the Premises being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same.

5. **PROVIDED ALWAYS** and it is hereby agreed as follows:

5(1) If the Rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine by without prejudice to any right of action or remedy of the Landlord in respect of an antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease Provided Always and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(15) hereof before commencing any proceedings for forfeiture of this Lease.

5(2) Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to do as the Landlord may think fit with any other land buildings or premises adjoining or near to the Premises and to erect rebuild or heighten on such other land or premises any building whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder.

5(3) If the whole of any part of the Premises is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the rent or a fair proportion of it shall be suspended until the Premises are again fit for use.

5(4) If the Premises are rendered unfit for occupation and use by a risk not insured by the Landlord or in the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Landlord or the Leaseholder the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord as expeditiously as possible selling its freehold reversion of the Premises on the open market and on completion of the said sale subject as hereinafter provided paying to the Leaseholder the proceeds of sale together with any insurance monies received by the Landlord after deducting therefrom the Relevant Percentage of the same and the Landlord's reasonable costs and expenses incurred in the said sale PROVIDED ALWAYS if at the time of the event rendering the Premises unfit for occupation and use as aforesaid or the said frustration (as the case may be) there is any money outstanding on mortgage or charge to a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the Mortgage) the Landlord shall apply the proceeds of sale together with any insurance monies received by the Landlord first in payment of the principal and not exceeding twelve months unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the before-mentioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Leaseholder (any overpayment being a debt due from the Leaseholder to the Landlord).

5(5) The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest herein shall have been assigned and notice of the assignment has been given to the Landlord pursuant to Clause 3(15) hereof.

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration other than rent exceeds the Certified Amount.

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Leaseholder has hereunto set his hand and seal the day and year first above written.

**THE FIRST SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES
INCLUDED IN THE LEASE**



1. A right of way at all times and for all purposes and with or without vehicles (in common with the Landlord and other person entitled to use the same) over all roads now formed or hereafter to be formed on the Estate connecting the Premises to the nearest public highway and a similar right of way on foot only over the footpaths thereof.

2. The right in common with all other persons entitled thereto to lay and maintain all drains gutters fallpipes waterpipes and electric wires and cables now or hereafter within the period (hereinafter called "the specified period") commencing on the First day of On e thousand nine hundred and ninety and enduring for Eighty Years (which said period shall be the perpetuity period applicable to this transfer) to be laid in over or under the adjoining or adjacent land forming part of the Estate with power to open into and make connections with the same respectively making good all damage occasioned thereto and subject to the payment of a fair proportion according to user of the cost of repairing and maintaining the same.

3. The right in common with all other persons entitled thereto to the free passage and running to and from the property of water and soil through the sewers drains gutters fallpipes waterpipes and electricity gas and telephone through the wires mains and cables laid or to be laid within the specified period in under or over the said adjoining or adjacent land subject to the payment of a fair proportion according to user of the cost of repairing and maintaining the same.

4. The right with or without workmen and equipment to enter upon the said adjoining and adjacent premises forming part of the Estate for the purpose of painting renewing repairing and maintaining the Premises or any part thereof only insofar as such works cannot be carried out from the Premises upon giving reasonable notice to the adjoining or adjacent owners and making good to their satisfaction any damage occasioned to their premises in the exercise of such rights.

5. The right of the dwellinghouse and garage if any on the Premises to be supported and upheld by the adjoining land or property of the Landlord.



6. The right for the roofs walls leaves spouts gutters pipes footings and foundations of a dwellinghouse and garage if any on the Premises to project into overhang or be situate on or under the adjoining or adjacent land or property of the Landlord.

7. The right if appropriate together with all others having a like right to park a private motor vehicle on the car parking spaces coloured brown on the plan attached subject to payment of a fair proportion of the expense of maintenance of such parking spaces.

8. At all times in or with vehicles or on foot only and for all usual and reasonable purposes connected with the use of the Premises to go and pass over and along such parts of the vehicular accessways coloured brown on the plan which serve or accommodate the Premises subject to the Leaseholder contributing a fair proportion of the cost of maintaining the said accessways in a proper state of repair.

9. At all times but on foot only for all usual and reasonable purposes connected with the use of the Premises to go and pass over and along so much of the private footpaths as do not form part of the Premises subject to the Leaseholder contributing a fair proportion of the cost of maintaining the said footpaths in a proper state of repair and condition.

THE SECOND SCHEDULE above referred to EXCEPTIONS AND RESERVATIONS

1. The right for the Landlord to modify waive or release all or any restrictions and stipulations relating to the adjoining or neighbouring land of the Landlord and so that nothing herein contained shall operate to impose any restriction on the manner in which the Landlord may deal with the whole or any part of the Estate for the time being remaining unsold or disposed of or otherwise be done to create a building scheme.

2. The right for the Landlord to be free of the remainder of the Estate for building or other purposes whether or not the same shall cause obstruction of or hindrance to the flow of light or air to the property.

3. The right of the Landlord and its successors in title owners and occupiers for the time being of the remainder of the Estate or any part thereof within the specified period to enter on the premises for the purpose of constructing new or connecting with the existing sewers drains gutters fallpipes waterpipes wires and cables and of repairing and maintaining the same the person or persons exercising such right making good all damage thereby caused subject to the payment of a fair proportion according to user of the cost of repairing and maintaining the same.

4. The right of the Landlord and its successors in title owners and occupiers for the time being of the remainder of the Estate to be free passage and running of water and soil through the sewers drains gutters fallpipes and waterpipes and electricity gas or telephone through the wires mains and cables laid within the specified period in under or over the Premises subject to the payment of a fair proportion according to user of the cost of repairing and maintaining the same.

5. The right within the specified period to tie into the wall or walls of the dwellinghouse and garage if any erected on the boundary of the Premises the floors walls eaves gutters and roof of a dwellinghouse and/or garage to be erected on the land adjoining the Premises the Landlord and its successors in title and assigns doing as little damage as possible to such wall or walls and at their cost making good all damage caused and restoring such wall or walls to a proper condition as from the time of completion of the restoration of the said wall or walls to a proper condition such part of the said wall or walls as shall adjoining such building shall become a party wall or walls if it may be necessary for the enjoyment of their respective buildings.

6. The right within the specified period to construct on the boundary of the premises separating the Premises from the adjoining premises the wall or walls of the garage and/or dwellinghouse to be erected on the said adjoining premises together with the floors walls roof eaves gutterings and footings thereof and for the purpose only of erecting or repairing such dwellinghouse and/or garage to enter upon the Premises with or without workmen on foot only making good any damage caused thereby.

7. The right for the dwellinghouse and/or garage on the adjoining or adjacent land retained by the Landlord or forming part of the Landlord's development to be supported and upheld by the premises or any part thereof.

The right for the roofs walls eaves spouts gutters pipes footings and foundations of the dwellinghouse and/or garage on the adjoining or adjacent land to project into overhang or be situated on or under the Premises or any part thereof.

The right to enter upon the Premises or any part thereof with or without workmen materials and equipment to plant trees bushes and shrubs and for the purpose of landscaping laying out and maintaining open spaces on the Estate the person or persons exercising such right making good all damage thereby occasioned.

10. The right with or without workmen and equipment to enter upon the Premises for the purpose of painting renewing repairing and maintaining the adjoining and adjacent premises forming part of the Estate or any part thereof upon giving reasonable notice and subject to the making good to their satisfaction any damage occasioned to the Premises in exercise of such right.

11. The right if appropriate at all times for the owners and occupiers of other premises on the Estate and others authorised by them to park a private motor car or motorcycle on the car parking spaces coloured brown on the said plan SUBJECT only to payment of a fair proportion of the expense of maintaining the said car parking spaces.

12. The right of way (if appropriate) at all times but on foot only for all usual and reasonable purposes connected with the use of the neighbouring premises included in the remainder of the Estate which is served by or accompanied by the portion of private footpaths within the red edging on the plan to go and pass over and along the said portion included in the Premises subject to the owner or owners for the time being of such adjoining property contributing a fair proportion of the cost of maintaining the said footpaths in a proper state or repair and condition.

**THE THIRD SCHEDULE above referred to
CALCULATION OF SPECIFIED RENT**

1. In this Schedule the following expressions have the following meanings:

1(1) "the Review Date" shall mean the first Monday in 1992 and each successive first Monday in July during the term.

1(2) "the Relevant Percentage" shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 and the Fourth Schedule hereto.

1(3) "RPI" shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI.

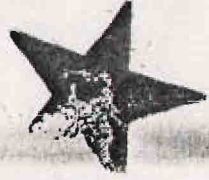
1(4) "AEI" shall mean the Average Weekly Earnings Index or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) then the Landlord may give notice to the Leaseholder of some other published index of average earnings as a substituted index and in that case the substituted index so selected shall thereupon by the AEI.

1(5) "New Gross Rent" shall mean the Gross Rent increased pursuant to paragraph 2 hereof on each Review Date.

2(a) On each Review Date the New Gross Rent shall be whichever of the following which produced the higher increase:

(i) By increasing the Gross Rent by the percentage increase of the RPI from the RPI published for June 1992 to the RPI published for June prior to the relevant Review Date, OR

(ii) An increase of 8% over the Gross Rent which applied immediately before that Review Date.



2(b) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the relevant Review Date **PROVIDE THAT** if the Landlord so requires the Specified Rent may never be less than the annual amount of payments whether of capital interest or otherwise due under the terms of any and all loans made by the Landlord in connection with the purchaser of the Premises (or any part of it) and any refinancing arrangements in connection with the purchase of the Premises (or any part of it) and whether now or at any time during the Term and **PROVIDED FURTHER** that the Specified Rent may never be less than £1.00 plus the highest sum as would be a "low rent" in relation to the Premises within the meaning of the Leasehold Reform Act 1967 Section 4 as amended.

2(c) Immediately following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Specified rent then payable.

THE FOURTH SCHEDULE above referred to STAIRCASING PROVISIONS

1. In this Schedule and in Clause 6 the following expressions have the following meanings, respectively:

1(1) "Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor including the rights referred to in the First Schedule and reserving the rights referred to in the Second Schedule and otherwise upon the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) **AND** disregarding the following matters:

(

1(1)(i) any mortgage of the Leaseholder's interest.

1(1)(ii) any interest in or right over the Premises created by the Leaseholder.

1(1)(iii) any improvement made by the Leaseholder or any predecessor in title of his and

1(1)(iv) any failure by the Leaseholder or any predecessor in title to carry out the repair and maintenance obligations contained in Clause 3(3) hereof.

1(1)(v) the provisions of Paragraph 3 hereof.

1(2) "a Portioned Percentage" shall mean at any relevant time a portion of the then Market Value of the Premises **PROVIDED THAT** the Portioned Percentage purchased together with the Initial Percentage must total one of the following percentages 50% 75% or 80% and **FURTHER PROVIDED THAT** the maximum total cannot exceed 80%.

1(3) "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage of Percentages paid for pursuant to Paragraph 2(1) hereof.

1(4) "the Valuer" means an independent expert agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by the Valuer in behalf of the President of the Royal Institution of Chartered Surveyors.

2(1) At any time or times during the term after the first anniversary of the date hereof the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage proposed to acquire **PROVIDED THAT** no person may exercise their rights as Leaseholder to serve notice upon the Landlord pursuant to this Paragraph 2(1) until they have been the Leaseholder hereunder for three months and **PROVIDED FURTHER THAT** this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(15) hereof without the restriction that no purchase may take place during the year commencing with the date hereof.

2(2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2(1) (upon which the price of acquisition will be based) within 14 days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within 7 days of receipt of the said determination.

2(3) At any time within three months of the said determination by the Valuer the Leaseholder shall pay for a Portioned Percentage in accordance with the provisions of Paragraph 2(4) of this Schedule.

amount of that Portioned Percentage and as from the date of such payment the Specified Rent payable made thereunder shall be an amount equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date subject to the proviso that the Specified Rent shall never be less than £1.0 plus the highest sum as would be a "low rent" in relation to the Premises within the meaning of Section 4 Leasehold Reform Act 1969 as amended.

(5) On completion of the payment for a Portioned Percentage in addition to the sum payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the landlord hereunder. The Landlord and the Leaseholder shall, save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase.

(6) It is hereby agreed and declared that the decision of the Valuer shall be final and binding on the parties hereto.

(7) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete the relevant Memorandum annexed to the original and counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable.

**THE FIFTH SCHEDULE above referred to
RESIDENTS SELECTION CRITERIA**

The selection of assignees for the Premises shall be governed by the following provisions and such assignees shall meet the following criteria:

(i) Firstly to persons

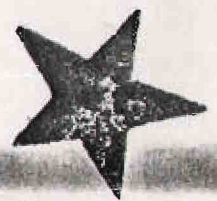
- (a) ordinarily resident in the Parish of _____
- (b) having strong local connection with the Parish of _____ by virtue either of
 - (i) close family association
 - (ii) employment or
 - (iii) past periods of residence

(ii) Secondly (in the event of there being no applicant who would qualify as in paragraph (i) above) to persons

- (a) ordinarily resident in the Parishes of _____ or _____
- (b) having strong local connection with the Parishes of _____ or _____ by virtue either of
 - (i) close family association
 - (ii) employment or
 - (iii) past periods of residence

(iii) Thirdly (in the event of there being no applicant who would qualify as in paragraphs (i) or (ii) above) to persons

- (a) ordinarily resident in the _____
- (b) having strong local connection with the _____ by virtue either of
 - (i) closer family association
 - (ii) employment or
 - (iii) past period of residence



The common seal of the LANDLORD was)
hereunto affixed in the presence of:)

Secretary

Signed as a Deed by the)
LEASEHOLDER in the presence of:)

FIRST MEMORANDUM OF STAIRCASING

Leaseholder
Landlord

THIS IS TO RECORD:

On the _____ day of _____ 19____ on the payment of
£ _____ ("the Premium") being _____ % of the Market Value of the Premises
assessed by the Valuer on the _____ 19____ the Leaseholder
purchased a Portioned Percentage of _____ % of the Premises.

The Specified Rent (the rent payable) as from the _____ day of _____ 19____
(date of payment of the premium) is £ _____ per annum.

Signed by the Leaseholder/for and on behalf of the Landlord.

SECOND MEMORANDUM OF STAIRCASING

Leaseholder :

Landlord

THIS IS TO RECORD:

On the _____ day of _____ 19____ on the payment of
£ _____ ("the Premium") being _____ % of the Market Value of the Premises
assessed by the Valuer on the _____ 19____ the Leaseholder
purchased a Portioned Percentage of _____ % of the Premises.

The Specified Rent (the rent payable) as from the _____ day of _____ 19____
(date of payment of the premium) is £ _____ per annum.

Signed by the Leaseholder/for and on behalf of the Landlord.

THIRD MEMORANDUM OF STAIRCASING

Leaseholder :

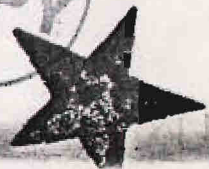
Landlord

THIS IS TO RECORD:

On the _____ day of _____ 19____ on the payment of
£ _____ ("the Premium") being _____ % of the Market Value of the Premises
assessed by the Valuer on the _____ 19____ the Leaseholder
purchased a Portioned Percentage of _____ % of the Premises.

The Specified Rent (the rent payable) as from the _____ day of _____ 19____
(date of payment of the premium) is £ _____ per annum.

Signed by the Leaseholder/for and on behalf of the Landlord.



SECOND SCHEDULE

THIS AGREEMENT is made the _____ day of _____ 19____ BETWEEN SHREWSBURY AND ATCHAM BOROUGH COUNCIL of The Guildhall Dogpole Shrewsbury Shropshire of the one part and HOUSING ASSOCIATION LIMITED whose registered office is at _____ (hereinafter called "the Association") of the other part.

1. In this Agreement the following expressions shall have the following meanings:
 - A. "The Development" shall mean residential development comprising houses to be let on assured tenancy and 6 houses to be sold on shared ownership at Berrington Green Cross Houses.
 - B. "Initial Nomination Period" shall mean the period commencing with the date on which the Development shall first become available for letting or sale on shared ownership until all such dwellings are fully let or sold.
 - C. "Subsequent Nomination Period" shall be in respect of houses for rent only and be a period of 80 years from the termination date of the Initial Nomination Period.
 - D. "Qualifying Person" shall mean a person having resided with his or her family in a Rural Area for a minimum of ten years or fifteen years immediately prior to occupation of the dwelling and who shall reside in such dwelling during his or her period of tenancy or ownership as his or her sole place of residence.
 - E. "Rural Area" shall mean the area consisting of the Civic Parishes of Berrington, Atcham, Wroxeter, Council Pitchford, Condover and Bayston Hill (excluding the town of Shrewsbury).
 - F. "Administrative Area" shall mean the area included within administrative area of the Shrewsbury and Atcham Borough Council as at the date hereof.
 - G. "Certificate of Value" shall mean a certificate in the format or similar thereto annexed to this Agreement and marked "Document A".
 - H. "Discounted Price" shall be a reduction of at least 20% from the open market valuation obtained from a qualified member of the Royal Institute of Chartered Surveyors for any shared ownership house immediately prior to its being placed on the open market for disposal.
 - I. "the Council" shall mean the Shrewsbury and Atcham Borough Council and its successor in title performing the enabling function of securing housing accommodation under the provisions of the Housing Act 1985 as subsequently amended, modified or re-enacted.
 - J. "Section 106 Agreement" shall mean the agreement between the Council and the One part and Fletcher Homes (Shropshire) Limited of the other part in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) in respect of the land including the Development.

shall mean a low cost house defined by reference to and subject to the covenants and stipulations of the Section 106 Agreement.

IT IS HEREBY AGREED AND DECLARED as follows:

The Council shall be entitled during the Initial Nomination Period to nominate applicants to the Association as prospective assured tenants or shared-owners to all dwellings erected on the Development.

The Council shall be entitled during the Subsequent Nomination Period to nominate applicants to the Association as prospective assured tenants to the rented dwellings erected on the Development in accordance with the following:

- (i) For the first five years 100% of such nominations.
- (ii) In respect of subsequent lettings the Association shall inform the Council as and when vacancies or forthcoming vacancies occur and the Council shall within ten working days of receipt either make nominations or inform the Association that it has no nomination to make. It shall be open for the Council and the Association to establish a pool of nominees for the element of the Development to be let on assured tenancies consisting of Qualifying Persons.
- (iii) For the following five years 75% of such nominations.
- (iv) From year 11 to the expiry of the Subsequent Nomination Period 50% of such nominations.

Notwithstanding the above nomination arrangements the following will apply:

(i) In respect of all shared ownership sales initial and subsequent sales shall only be to a **Qualifying Person PROVIDED THAT:**

(a) Where a shared ownership has been placed on the open market for disposal continuously for four weeks following the date of issue of the first Certificate of Value without an offer equivalent to the discounted price subject to contract being received by the person making the disposal then the person making the disposal shall be at liberty to sell to anyone residing within the Administrative Area.

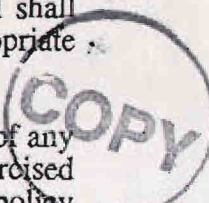
(b) Where a shared ownership house has been placed upon the open market for disposal in excess of eight weeks of the date of issue of the first Certificate of Value without an offer equivalent to the discounted price subject to contract being received by the person making the disposal then such shared ownership house may be disposed of to any person.

(ii) In respect of houses to be let on assured tenancy initial and subsequent lettings shall only be to a **Qualifying Person PROVIDED THAT:**

(a) Where a house has been available for letting for a period of four weeks and no **Qualifying Person** or other suitable applicant from the Administrative Area is nominated to and accepted by the Association the Association has the unfettered right to let the property to any suitable applicant under the terms of its normal letting criteria.

(i) In respect of initial lettings for a house to be let on assured tenancy the Association shall request nominations from the Council not more than three months and not less than one month prior to the practical completion of any property. The Association shall indicate how many nominations it considers it requires and the Council shall make to the Association within one month of receiving such request appropriate nominations.

The Association shall have unfettered right of interview enquiry and ultimate rejection of any person or persons so nominated by the Council provided that such right shall be exercised reasonably and in accordance with the Association's vires and declared letting policy including equal opportunities and in the event of rejection the Association shall immediately inform the Council and notify the Council of its reasons for rejection and shall invite further nominations and in making nominations the Council shall have due regard to equality of opportunity and shall endeavour to make nominations from all sections of the community.



- F. Throughout the Initial and Subsequent Nomination Periods the Association shall send the Council quarterly statistical evidence for the Council to assess the percentage of its nominations accepted for letting. The Association shall inform the Council on an annual basis the outcome of each individual nomination made.
- G. The Association may invite the Council to nominate any person or persons in accordance with the rights hereunder but the Council shall not be under any obligation to nominate such person or persons as aforesaid.
- 3. Any notice to be served on the Association hereunder shall be validly served if sent by first class post or facsimile addressed to the Association at its first registered office set out herein.
- 4. Any notice to be served on the Council shall be validly served if sent by first class post or facsimile addressed to the Director of Housing or the proper office so nominated or his successor.
- 5. Any dispute or difference arising between the parties hereto as to their respective duties and obligations hereunder or as to the meaning or construction of this Agreement shall be referred to arbitration in the first instance to the Housing Corporation (or its successor in title) for resolution failing which the dispute or difference shall be referred to and determined by a sole arbitrator who shall be appointed by agreement between the parties in dispute. In default of such agreement by the President of the Institute of Housing the said Arbitrator shall proceed to arbitrate in accordance with the provisions of the Arbitration Act 1979.
- 6. This Agreement shall enure for the benefit of the Council and shall not be assigned to a third party without the prior consent in writing of the Association and the Association shall not assign without the prior written consent of the said Director of Housing of the Council.
- 7. The Association acknowledges that the Development is subject to the terms and conditions contained in the Section 106 Agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals hereunto affixed the day and year first before written.

THE COMMON SEAL of SHREWSBURY)
 AND ATCHAM BOROUGH COUNCIL was)
 hereto affixed in the presence of:)

Mayor

Borough Solicitor

submit
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THE COMMON SEAL of

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Committee Member

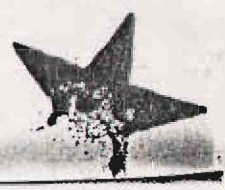
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Secretary

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COPY



Proper Officer,
Shrewsbury and Atcham Borough Council,
Guildhall,
Shrewsbury SY1 1ER.

ref:

ref: PL. 12/116

CERTIFICATE OF VALUE

PROPERTY

Cross Houses, Shrewsbury, Shropshire.

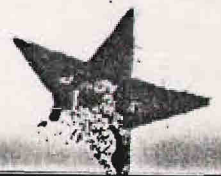
being a qualified Chartered Surveyor practising from

Shrewsbury, Shropshire, hereby confirm that I have personally visited the property referred to above and in my professional judgment I would value it not exceeding £ on the open market without reference to the Agreement dated 1992 and made between the Shrewsbury and Atcham Borough Council and Fletcher Homes (Shropshire) Limited in pursuance of Section 106 of the Town and Country Planning Act 1990, which after reducing the price by 20% would result in a discounted value of £

..... SIGNED

(full names)
Partner/Associate in the firm of

Address:



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

CERTIFICATE OF COMPLIANCE

County and District: Shropshire: Shrewsbury and Atcham

Number:

Property:

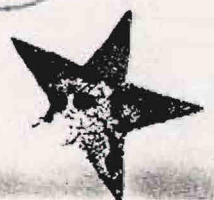
Cross Houses, Shrewsbury, Shropshire.

Shrewsbury and Atcham Borough Council hereby confirms that [one of] the buyer(s) of the property
mentioned above having furnished the Council with a statutory declaration a certified true copy of which is
attached hereto is satisfied, therefore, the requirements contained in Clause 2(C)(ii)(b) and (c) and 2(c)(iii)
(where appropriate) of the Agreement dated September 1992 and made between the Shrewsbury and
Atcham Borough Council and Fletcher Homes (Shropshire) Limited have been complied with.

..... SIGNED

(Proper Officer)

Shrewsbury and Atcham Borough Council



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED SEPTEMBER 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

CERTIFICATE OF COMPLIANCE BY MORTGAGEE IN POSSESSION

County and District: Shropshire: Shrewsbury and Atcham

Number of the title

entry:

Shrewsbury and Atcham Borough Council hereby certify that the
Society/Bank plc, having lodged a statutory declaration relating to that Society's/Bank's acting as mortgagee
in possession with regard to the property a certified copy of which is annexed hereto, have complied fully
with the proviso contained in clause 4 of the Agreement dated September 1992 and made
between the Shrewsbury and Atcham Borough Council and Fletcher Homes (Shropshire) Limited as more
particularly referred to in entry number of the Charges Register of the Title of the property.

..... SIGNED

(Proper Officer)

Shrewsbury and Atcham Borough Council



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED SEPTEMBER 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

of

County of Shropshire Solemnly and Sincerely Declare as follows:

I am over 16 years of age and for the past _____ years I have resided **CONTINUOUSLY**
AT _____ (and)

(and at) _____
being a property(ies) within the civil parish(es) of _____
in the County of Shropshire.

I (together with _____ [have exchanged] [am/are about
to exchange] contracts to purchase _____, Cross Houses,
Shrewsbury, Shropshire ("the Property") for the price of £ _____ being the
discounted price and I confirm that (neither) I (nor the said _____) have
(not) made arrangements now or for the future with the seller of the Property or anyone acting on
his/her/their behalf whereby additional money or in kind is to be paid in connection with the
purchase price with my/our purchasing of the Property.

I confirm that it is my intention immediately upon completion of the purchase to reside in the
property as my sole place of residence.

AND I MAKE this Solemn Declaration conscientiously believing the same to be true and by virtues
of the Statutory Declarations Act 1835.

DECLARED by me at _____)
_____)
in the County of Shropshire this _____)
day of _____ 19 _____)

Before me

a Practising Solicitor



Deputy Surveyor,
Shrewsbury and Atcham Borough Council,
Council Offices,
St. Andrew's Church,
Shrewsbury, Shropshire.

THE MATTER OF
THE COMPULSORY PURCHASE OF
PROPERTY ACT 1965
IN RE: SYLVER'S HOUSES, SHREWSBURY
AGREEMENT DATED 1992
MADE BETWEEN THE
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

Ref: PL 12/116

CERTIFICATE OF VALUE

Shrewsbury and District: Shro
Number: 12/116

PROPERTY

Cross Houses, Shrewsbury, Shropshire.

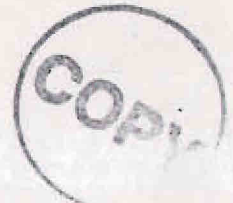
being a qualified Chartered Surveyor practising from

Shrewsbury, Shropshire, hereby confirm that I have personally visited the property referred to above and in
my professional judgment I would value it not exceeding £ on the open market without
reference to the Agreement dated 1992 and made between the Shrewsbury and
Atcham Borough Council and Fletcher Homes (Shropshire) Limited in pursuance of Section 106 of the
Town and Country Planning Act 1990, which after reducing the price by 20% would result in a discounted
price of £ Shrewsbury Council.

SIGNED SIGNED

(full names)
Partner/Associate in the firm of

Address:



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

CERTIFICATE

CERTIFICATE OF COMPLIANCE

County and District: Shropshire: Shrewsbury and Atcham

Number:

Cross Houses, Shrewsbury, Shropshire.

Shrewsbury and Atcham Borough Council hereby confirms that [one of] the buyer(s) of the property
mentioned above having furnished the Council with a statutory declaration a certified true copy of which is
attached hereto is satisfied, therefore, the requirements contained in Clause 2(C)(ii)(b) and (c) and 2(c)(iii)
(where appropriate) of the Agreement dated September 1992 and made between the Shrewsbury and
Atcham Borough Council and Fletcher Homes (Shropshire) Limited have been complied with.

..... SIGNED

(Proper Officer)

Shrewsbury and Atcham Borough Council



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY
COMPLIANCE PROCEDURES
AGREEMENT DATED
MADE BETWEEN
IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED SEPTEMBER 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

CERTIFICATE OF COMPLIANCE BY MORTGAGEE IN POSSESSION

and District: Shropshire: Shrewsbury and Atcham

Shrewsbury and Atcham Borough Council hereby certify that the
Society/Bank plc, having lodged a statutory declaration relating to that Society's/Bank's acting as mortgagee
in possession with regard to the property a certified copy of which is annexed hereto, have complied fully
with the provisions contained in clause 4 of the Agreement dated September 1992 and made
between the Shrewsbury and Atcham Borough Council and Fletcher Homes (Shropshire) Limited as more
particularly referred to in entry number of the Charges Register of the Title of the property.

DECLARED SIGNED

(Proper Officer)

Shrewsbury and Atcham Borough Council



IN THE MATTER OF
CROSS HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
COMPLIANCE PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED SEPTEMBER 1992
MADE BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH
COUNCIL AND FLETCHER HOMES (SHROPSHIRE) LIMITED

I solemnly and sincerely declare as follows

of

County of Shropshire Solemnly and Sincerely Declare as follows:

I am over 16 years of age and for the past

years I have resided CONTINUOUSLY
(and)

AT [redacted]
(and at) [redacted]
being a property(ies) within the civil parish(es) of
in the County of Shropshire.

I (together with my [redacted]
purchase
Property") for the price of £
(neither) I (nor the said
for the future with the seller of the Property or anyone acting on his/her/their behalf whereby
additional money or in kind is to be paid in connection with the purchase price with my/our
purchasing of the Property.

have exchanged contracts to
, Cross Houses, Shrewsbury, Shropshire ("the
being the discounted price and I confirm that
) have (not) made arrangements now or

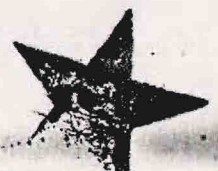
I confirm that it is my intention immediately upon completion of the purchase to reside in the
property as my sole place of residence.

AND I MAKE this Solemn Declaration conscientiously believing the same to be true and by virtues
of the Statutory Declarations Act 1835.

DECLARED by me at)
)
in the County of Shropshire this)
day of 19)

Before me,

(a Practising Solicitor



**THE MATTER OF
S HOUSES, SHREWSBURY, SHROPSHIRE and AS PART OF
PROCEDURES IN CONNECTION WITH AN
AGREEMENT DATED SEPTEMBER 1992
BETWEEN THE SHREWSBURY AND ATCHAM BOROUGH COUNCIL AND
THEIR HOMES (SHROPSHIRE) LIMITED**

I solemnly declare as follows:

I am over 16 years of age.

I am employed as a _____ by the
Building Society/Bank plc ("the Society"/"the Bank") and I am authorised by the Society/Bank to
make this declaration.

By the nature of my duties in my employment with the Society/Bank I am acquainted with the facts
leading to the Society's/Bank's repossession of
Houses, Shrewsbury, Shropshire ("the Property") of which _____
and _____ are the current
sole proprietors.

The Society/Bank obtained judgment out of the Shrewsbury County Court on
for possession of the Property for which judgment was executed by way of a warrant for possession
on _____ 199_____.)

Voluntary possession of the property was given to the Society/Bank on the _____ day of
_____ 199_____.)

I confirm that contracts (have been) (are about to be) exchanged in consideration of the sum of £
_____).

I confirm that the Property has been sold by way of an auction held on
_____).

The buyer(s) of the Property is/are of _____

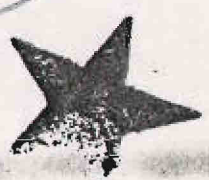
I confirm that the Property has been sold to and incorporating in the Deed of Transfer to the Buyers a
condition given by the buyers that they and their successors in title shall be bound by all the terms of the
Agreement referred to in entry number _____ in the Charges Register of the
Title Number _____

This Declaration is made by me on behalf of the Society/Bank in connection with an application for
evidence of compliance from the Council with regard to satisfying the proviso contained in clause 4 of
the aforementioned Agreement.

AND I MAKE this Solemn Declaration conscientiously believing the same to be true and by virtue
of the Oaths and Declarations Act 1835.

DECLARED by me at _____)
in the County of Shropshire _____)
on _____ 199_____)

Witness me _____
a Practising Solicitor



MB 25

TITLE NUMBER

H.M. LAND REGISTRY

SL30955

ORDNANCE SURVEY
PLAN REFERENCE

51 5307

Scale
1/2500

COUNTY SHROPSHIRE

DISTRICT SHREWSBURY AND ATCHAM

© Crown copyright



The boundaries shown by dotted lines have been placed down for the purpose of this plan. The title plan may be updated from time to time.

THE BOUNDARIES SHOWN BY DOTTED LINES HAVE BEEN PLACED DOWN FOR THE PURPOSE OF THIS PLAN.

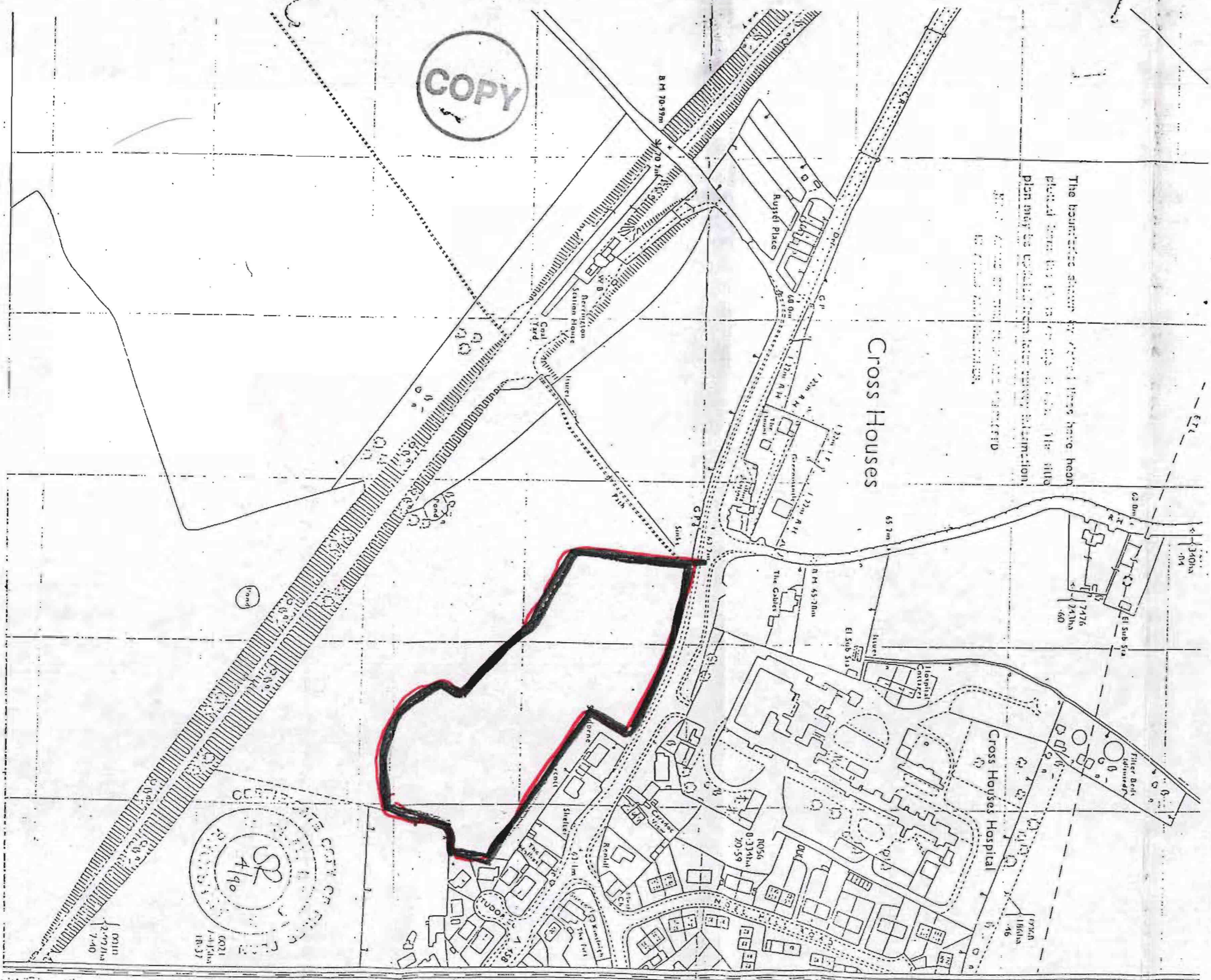
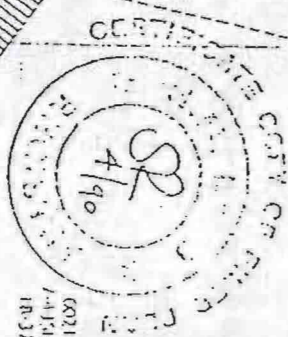
Cross Houses

Cross Houses Hospital

Russell Place

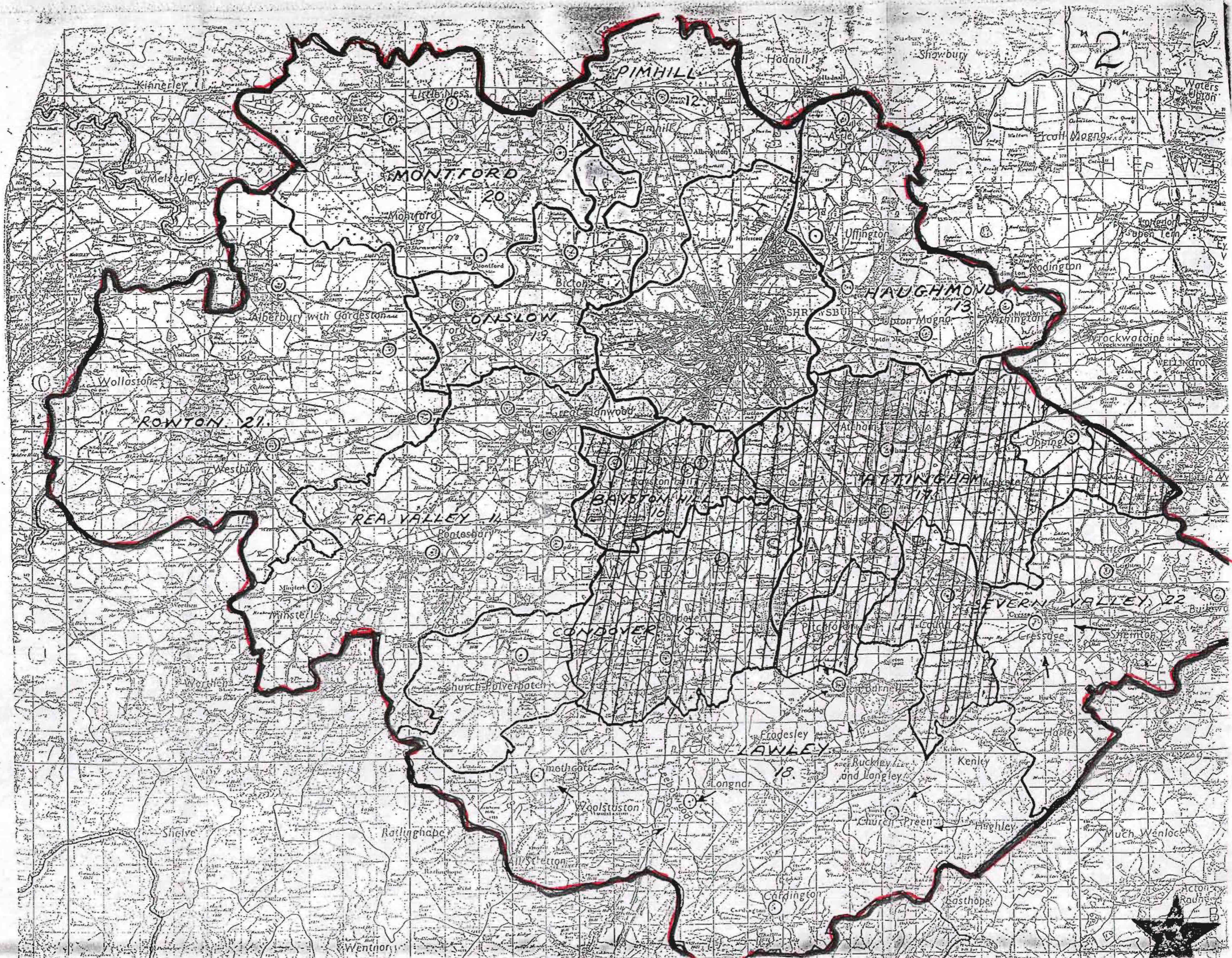
Perington Station House

COPY



00110
12.071ha
1.7.40

00211
1.0.15ha
18.37



2

PIMHILL

MONTFORD

HAUGHMOND

ONSLOW

ROWTON

REA VALLEY

BAYSTON

SHREWSBURY

TATTINGHAM

SEVERN VALLEY

CONDOWER

LAWLEY

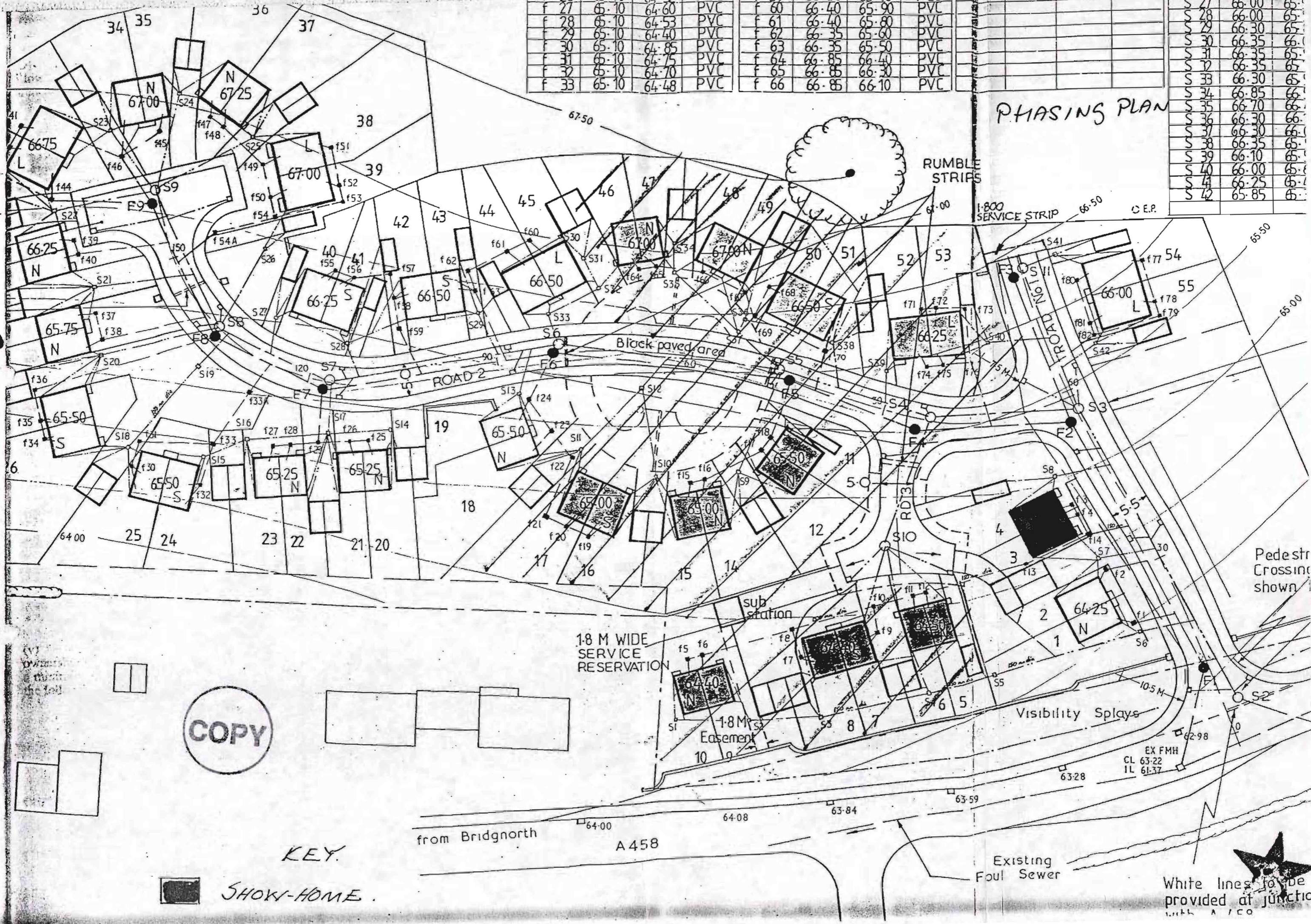
COPY



F 27	65.10	64.60	PVC	F 59	66.30	65.10	PCC
F 28	65.10	64.53	PVC	F 60	66.40	65.90	PVC
F 29	65.10	64.40	PVC	F 61	66.40	65.80	PVC
F 30	65.10	64.85	PVC	F 62	66.35	65.60	PVC
F 31	65.10	64.75	PVC	F 63	66.35	65.50	PVC
F 32	65.10	64.70	PVC	F 64	66.85	66.40	PVC
F 33	65.10	64.48	PVC	F 65	66.85	66.30	PVC
				F 66	66.85	66.10	PVC

PHASING PLAN

S 26	66.60	66.60
S 27	66.00	66.60
S 28	66.00	65.60
S 29	66.30	65.60
S 30	66.35	66.60
S 31	66.35	65.60
S 32	66.35	65.60
S 33	66.30	65.60
S 34	66.85	66.60
S 35	66.70	66.60
S 36	66.30	66.60
S 37	66.30	66.60
S 38	66.35	65.60
S 39	66.10	65.60
S 40	66.00	65.60
S 41	66.25	65.60
S 42	65.85	65.60



COPY

KEY.

█ SHOW-HOME

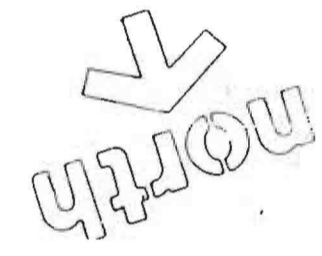
White lines to be provided at junction with A10

HOUSE TYPES

LINLEY 1
 NESSCLIFFE 1
 NESSCLIFFE 2
 NESSCLIFFE 3
 STRETTON 1
 STRETTON 2

TOTAL 54

- 1.8m Timber post/panel
- 1.2m Timber post, plastic coated chain link
- 1.8m Brick screen wall
- 1.8m Close board fence
- 1.8m Brick/timber screen wall to standard detail
- Block paving



Director: *[Signature]*

Secretary: *[Signature]*



Paul Wren
 PLANNING AND DESIGN CONSULTANT

9 BRAMCOTE DRIVE WOLLATON NOTTINGHAM NG8 2NH
 TEL 0602-854565 FAX 0602-854565
 CLIENT

FLETCHER HOMES SHROPSHIRE LTD.
 DEVELOPMENT

CROSS HOUSES, SHREWSBURY.

TITLE
 PLANNING LAYOUT.

Scale 1:500 Date JULY 92.
 Drawn Drg.No. 235/1

© This drawing and the building works illustrated are copyright and may not be reproduced without written permission.
 The Contractor must check and verify all building and site dimensions, all sewer levels and road levels at connection points, prior to the start of works.
 The Contractor is to carry out the works in accordance with the current Building Regulations and N.H.B.C.

HOUSE TYPES	No.
LINLEY 1	4
NESSCLIFFE 1	13
NESSCLIFFE 2	11
NESSCLIFFE 3	1
STRETTON 1	7
STRETTON 2	15
TOTAL	51

---	1.8m Timber post, panel
---	1.2m Timber post, plastic coated chain link
---	1.8m thick screen wall
---	1.8m Close board fence
---	1.8m brick/timber screen wall to standard detail
---	Block paving



47/10/92

Paul Wren
DIRECTOR
SECRETARY

Paul Wren
PLANNING AND DESIGN CONSULTANT

9 BRAMCOTE DRIVE WOLLATON NOTTINGHAM NG8 2UH
TEL 0602-854565 FAX 0602-854565

CLIENT
FLETCHER HOMES SHROPSHIRE LTD.

DEVELOPMENT
CROSS HOUSES, SHREWSBURY.

TITLE
PLANNING LAYOUT.

Scale 1:500 Date JULY 92.
Drawn Org.No. 935/1

© This drawing and the building works illustrated are copyright and may not be reproduced without written permission.
The Contractor must check and verify all building and site dimensions, all sewer levels, levels and road levels at connection points, prior to the start of works.
The Contractor is to carry out the works in compliance with the current Building Regulations and N.I.B.C. requirements.

MEMORANDUM

90/1102/61/90

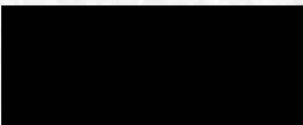
From: BOROUGH SOLICITOR
Mrs. Roberts ext.223

To: BOROUGH PLANNING OFFICER

Our Ref: SR/CB
Your Ref:
Date: 14th November 1994

Re: Berrington Green Development, Cross Houses
Fletchers Homes (Shropshire) Limited
Third Supplemental Deed to Section 106 Agreement

I attach a copy of the third Supplemental Deed to the Section 106 Agreement which has just been completed, for your records and for noting in your Land Charges records.



Enc.

PLANNING
15 NOV 1994
Adm

to Mr. Khan
on box
to file

copy
Barr file

MEMORANDUM

From: BOROUGH SOLICITOR
Mrs. Roberts - ext. 223

To: BOROUGH PLANNING OFFICER
(f.a.o. Celia Kilgannon)
LAND CHARGES SECTION

Our Ref: SR/SH/PL.12/193
Your Ref:
Date: 5th February 1996

Town and Country Planning 1990 -
Section 106 Agreement -
Landscaped area at Berrington Green, Cross Houses
Fletcher Homes (Shropshire) Limited

I attach a copy Section 106 Agreement dated 26th January 1995. A copy of this document was previously forwarded to you on the 14th February 1995. However, it has now been amended by the deletion of the word "fences" in Clause 4 (b). I should therefore be grateful if you could arrange for the copy forwarded to you on the 14th February 1995 to be substituted by the copy attached to this memorandum.

Enc.

Sent C Priest

PLANNING
- 7 FEB 1996
To: CK
Action:

90/1102/61/90

DATED 30 December 1993

SHREWSBURY AND ATCHAM BOROUGH COUNCIL

- to -

FLETCHER HOMES (SHROPSHIRE) LIMITED

SUPPLEMENTAL DEED

THIS SUPPLEMENTAL DEED is made this *Thirtieth* day of *December*
One thousand nine hundred and ninety *three* between **THE SHREWSBURY AND**
ATCHAM BOROUGH COUNCIL of The Guildhall Dogpole Shrewsbury Shropshire ("the
Council") of the one part **FLETCHER HOMES (SHROPSHIRE) LIMITED** whose
registered office is situate at 95 Mount Pleasant Road Shrewsbury Shropshire ("the
Developer") of the other part

WHEREAS:

1. By an agreement dated 10 September 1992 ("the Agreement") made between the Council (1) and the Developer (2) in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) the Developer entered into certain covenants relating to land at Cross Houses near Shrewsbury Shropshire
2. This deed is supplemental to the Agreement and the expressions used in this deed shall have the same meanings as the expressions referred to in the interpretation clause of the Agreement insofar as they have not been modified by this deed
3. The Developer is in the process of constructing the proposed development on the site and at the date hereof has disposed of those low cost houses shown hatched in black on the plan annexed hereto
4. The Agreement provides that the Developer shall sell not less than the global figure of low cost houses to a Housing Association
5. The Agreement restricts the disposal of low cost houses by Housing Associations by way of sale of the freehold or sale on a shared ownership basis to seven (7) in number
6. The Developer is desirous of disposing of a certain number of low cost houses to Housing Associations in excess of the global figure free from the provisions of clause 3(i) - (iii) inclusive of the Agreement and has requested that the Council modify the Agreement to facilitate this

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. This deed is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and where appropriate

Section 609 of the Housing Act 1985 and the covenants on the part of the Developer shall be planning obligations for the purposes of Section 106 of the said Act of 1990

2. The Council hereby agrees to modify the Agreement as follows:-

a Clauses 3(i) to 3(iii) inclusive of the Agreement shall not apply to sales by the Developer to Housing Associations of low cost houses in excess of the global figure.

b Where low cost houses in excess of the global figure are to be disposed of by the Developer to a Housing Association or Housing Associations then:-

(i) The disposal shall be at the discounted price.

(ii) The Developer shall in any transfer of the freehold title require the Housing Association and its successors in title to covenant:-

(a) Not to make any disposal of the low cost house to anyone other than to persons at least one of whom is a qualifying person nor to sell for a price for money or in kind in excess of the discounted price

(b) Prior to a low cost house being placed on the open market for disposal to lodge with the proper officer of the Council as appointed a certificate of value which certificate shall remain in force for three months from the date of issue

(c) Not to complete a disposal of a low cost house without first obtaining from the Council a Certificate of Compliance.

IN WITNESS WHEREOF the Council and the Developer have hereunto caused their respective common seals to be hereunto affixed the day and year first before written

The common seal of **SHREWSBURY AND ATCHAM BOROUGH COUNCIL** was hereunto affixed in the presence of:-

Mayor

Borough Solicitor



12583

The common seal of FLETCHER HOMES
(SHROPSHIRE) LIMITED was hereunto affixed
in the presence of :-

Director



Secretary



DATED 11th November 1994

SHREWSBURY & ATCHAM BOROUGH COUNCIL

- and -

FLETCHER HOMES (SHROPSHIRE) LIMITED

THIRD SUPPLEMENTAL DEED

THIS THIRD SUPPLEMENTAL DEED is made the *Fifth* day of *November* 1994 **B E T W E E N THE SHREWSBURY AND ATCHAM BOROUGH COUNCIL** of The Guildhall Dogpole Shrewsbury ("the Council") of the first part and **FLETCHER HOMES (SHROPSHIRE) LIMITED** whose registered office is situated at 95 Mount Pleasant Road Shrewsbury ("the Developer") of the other part

WHEREAS:

(1) By an Agreement dated 10th September 1992 ("the Agreement") made between the Council (1) and the Developer (2) in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") the Developer entered into certain covenants relating to land at Cross Houses near Shrewsbury Shropshire The Agreement was subsequently amended by Supplemental Deed made the 30th day of December 1993 ("the Supplemental Deed") between the Council (1) and the Developer (2) and by a Second Supplemental Deed made the 9th day of September 1994 ("the Second Supplemental Deed") between The Council (1) and the Developer (2)

(2) Expressions used in this Third Supplemental Deed shall have the same meanings as expressions referred to in the interpretation clause of the Agreement insofar as they have not been modified by this Deed or the Supplemental Deed or the Second Supplemental Deed

(3) The Developer is in the process of constructing the proposed development on the site and at the date hereof has disposed of those low cost houses shown hatched in red on the plan annexed hereto

(4) The Council and the Developer have agreed to vary the definition of The Global Figure in recital (1) of the Agreement (this recital being the interpretation clause) as follows:

NOW THIS DEED WITNESSES as follows:

1. This Deed is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and where appropriate Section 609 of the Housing Act 1985 and the covenants on the part of the Developer shall be planning obligations for the purpose of Section 106 of the Act
2. The Council and the Developer hereby agree that from the date hereof the definition of The Global Figure contained in the interpretation clause in the Agreement namely recital (1) shall be as follows:

A minimum of 23 low cost houses

IN WITNESS whereof the Council and the Developer have hereunto caused their respective Common Seals to be hereunto affixed the day and year first before written

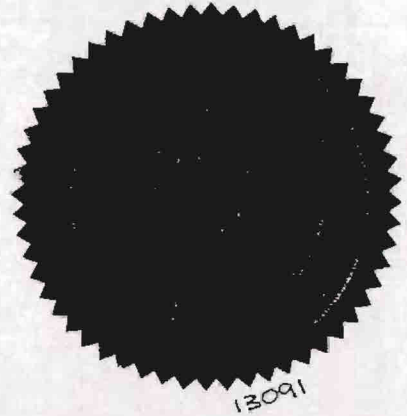
THE COMMON SEAL of THE SHREWSBURY
AND ATCHAM BOROUGH COUNCIL was
hereunto affixed in the presence of:



Mayor



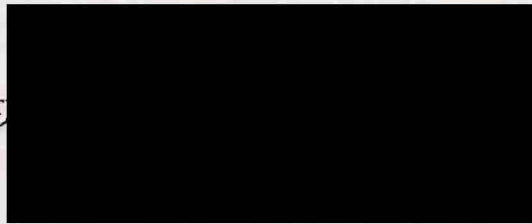
Borough Solicitor



THE COMMON SEAL of FLETCHER HOMES
(SHROPSHIRE) LIMITED was hereunto affixed
in the presence of:



Director



Secretary



DATED 26th January 1995

SHREWSBURY AND ATCHAM BOROUGH COUNCIL

and

FLETCHER HOMES (SHROPSHIRE) LTD

SECTION 106 AGREEMENT

relating to Land at Berrington Green Cross Houses
Shrewsbury in the County of Shropshire

BOROUGH SOLICITOR GUILDHALL SHREWSBURY

THIS DEED is made the *Twenty sixth* day of *January* 199*4*⁵ BETWEEN FLETCHER HOMES (SHROPSHIRE) LTD (hereinafter called "the Company") whose registered office is situate at 95 Mount Pleasant Road Shrewsbury SY1 3EL of the one part and SHREWSBURY AND ATCHAM BOROUGH COUNCIL (hereinafter called "the Council") whose principal office is situate at The Guildhall Dogpole Shrewsbury SY1 1ER of the other part.

AND WITNESSETH as follows:

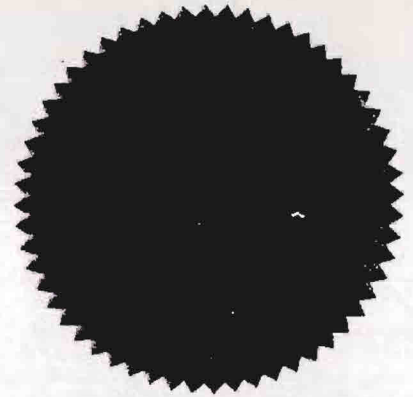
1. The covenants on the part of the Company hereinafter contained is a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990
2. The Council is the local planning authority by whom the said covenant is enforceable under the provisions of the said Section 106
3. The Company is the owner of the land (hereinafter called "the Land") situate at Berrington Green Cross Houses in the Parish of Berrington and the County of Shropshire shown edged red on the plan annexed hereto to which the said covenants shall relate and hold the same for an estate in fee simple in possession free from any legal charge or estate contract
4. The Company hereby covenants with the Council to bind the Land and its successors in title as owners of the Land but not so that it or they shall be liable for any breach of covenant in respect of any part of the Land to which said breach relates after it or they shall have parted with all interest therein (save for an antecedent breach) as follows:
 - (a) To complete and thereafter maintain to the satisfaction of the Council the landscaping and planting scheme submitted to and approved by the Council pursuant to a condition attached to the permission granted for application reference number S90/1102/61/90
 - (b) Not to place or erect any walls ~~fences~~ sheds or other structures on or in the Land whether or not such activity does not constitute development for the purposes of the Town and Country Planning Act 1990
 - (c) Not to erect any fence without the prior written consent of the Borough Planning Officer for the time being of the Council such approval not to be unreasonably withheld having regard to the height materials and appearance of such fence in an area intended to have an open and unobstructed aspect
 - (d) Save as permitted by the said landscaping scheme not to carry out any excavations or engineering works on the Land whether or not such activity does not constitute development as aforesaid
 - (e) Not to plant any boundary hedges or hedgerows
 - (f) Not to make or create any boundary marks within the boundaries of the Land other than on the lines shown black on the plan

IN WITNESS whereof the Company and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

The Common Seal of **FLETCHER HOMES**
(SHROPSHIRE) LTD was hereunto affixed
in the presence of:

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Director

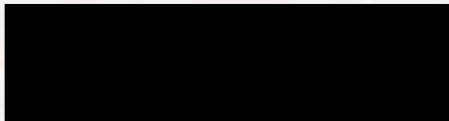


Secretary

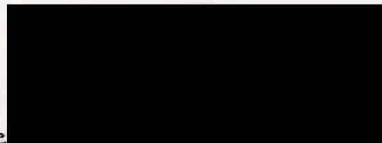
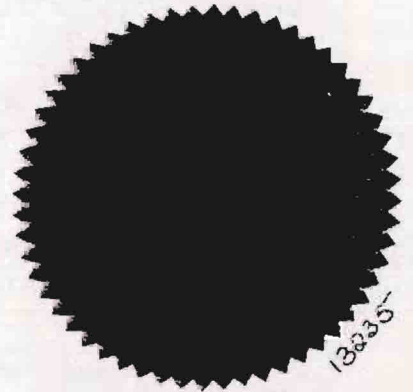


The Common Seal of the **BOROUGH COUNCIL**
OF SHREWSBURY AND ATCHAM was
hereunto affixed in the presence of:

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Mayor

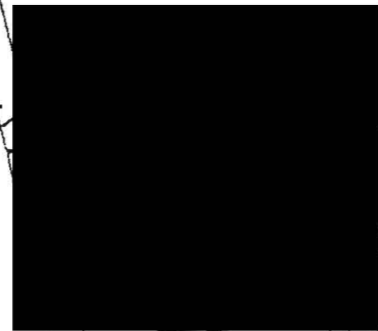


~~Borough Solicitor~~

Cross Houses

Cross Houses Hospital

Hospital Cottages



0068
004ha
01

65.2m

B.M. 65.28m

8056
8.334ha
20.59

5.134ha
5.15

The Mount

The Gables

NOEL HILL ROAD

El Sub Sta

Renliff

Surgery

The Firs

Brompton House

Aurum

Andornt

Shelter

The Hollyat

TUOOR

458

458

Berrington Station House

Coal Yard

68.5

