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Title Number BK342909

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BK 342907.

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
DOCUMENT.
SIGNED: [Signature]
DATED: [Date]

THIS AGREEMENT is made the seventeenth day of March One thousand nine hundred and ninety-seven BETWEEN **ALDWORTH PARISH COUNCIL** of Holly Tree Cottage, Aldworth, Reading, Berkshire RG8 9RP ("the Applicant") of the first part **ENGLISH VILLAGES HOUSING ASSOCIATION** whose registered office is at 9 Clarendon Place Leamington Spa Warwickshire CU32 5QP ("the Owner") of the second part and **NEWBURY DISTRICT COUNCIL** of Council Offices Market Street Newbury Berkshire RG14 5LD ("the Local Authority") of the third part

WITNESSES:

1. THE Local Authority is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the property described in the First Schedule hereto ("the Land") is situate
2. THE Owner is the owner in fee simple in possession of the Land free from encumbrances
3. THE Applicant has made application for permission to develop the Land in the manner set out in the Second Schedule hereto ("the Development") and consents to the Owner entering into this Agreement and implementing the Development
4. THE Local Authority is satisfied that the Development is such as may be approved by them under the Act but desires that the Owner enters into certain planning obligations as defined in Section 106 of the Act namely
 - (a) to carry out certain foul and surface water drainage works described in the Third Schedule
 - (b) to restrict the development or the use of the Land in the manner specified in the Fourth and Fifth Schedules hereto

which the Owner has agreed to do

NOW THIS DEED WITNESSETH as follows.

1. IN the event of Planning Permission in respect of the said application being granted and implemented the Owner HEREBY COVENANTS (subject to clause 2 hereof) with the Local Authority (having the benefit of the planning obligations hereinafter referred to) pursuant to Section 106 of the Act and all other enabling powers to the intent that this covenant shall be enforceable against any person deriving title under them or their interest in the Land to observe and perform the planning obligations specified in the Third Fourth and Fifth Schedules hereto to the effect that the Land shall be permanently subject thereto

2. FOR the purposes of paragraph (a) of the Third Schedule but for no other purposes the Owner HEREBY COVENANTS pursuant to the before-mentioned statutory provisions to observe and perform the planning obligations set out in such paragraph in the event of the grant of Planning Permission in respect of the said application

3. AND IT IS HEREBY AGREED THAT the Owner shall

(a) bear and pay the whole cost of construction of the foul and surface water drainage works described in the Third Schedule and

(b) discharge the Local Authority's costs of the preparation and completion and noting of this Agreement and a duplicate thereof on the date hereof

4. THIS Agreement shall be registered in the Register of Local Land Charges and any other Register as the Local Authority shall determine

5. IN this Agreement where the context so admits.

(a) "open Market Value" shall in the Fourth Schedule mean the value of a dwelling freehold with vacant possession on the open market as at the date of completion

"completion" shall in the Fourth Schedule mean when the dwellings are fully constructed and available for occupation as declared by the Director of Development Services to the Local Authority

(b) the expressions "the Applicant" "the Local Authority" and "the Owner" shall include the persons deriving title under them respectively and if there are two or more persons included in those expressions covenants expressed to be made by them shall be deemed to be made jointly and severally (if appropriate)

(c) words importing the masculine gender include the feminine and neuter genders

(d) words importing the singular include the plural and vice versa

6. THIS instrument or document hereby expresses itself as executed as a Deed

IN WITNESS whereof the Owner and the Applicant have executed this Deed the day and year first before written

THE FIRST SCHEDULE

ALL THAT plot of land situate adjacent to The Glebe Aldworth Berkshire and edged red on the attached plan

THE SECOND SCHEDULE

Application No. 145245 Erection of 8 no low cost dwellings

THE THIRD SCHEDULE

- (a) To submit for approval to the Director of Development Services of the Local Authority ("the Director") a scheme (including such plans and specifications as may be necessary) for the construction of on and off-site foul and surface water drainage systems to serve the Development and for the connection of the foul water drainage system to the sewage treatment works to be constructed on the land shown edged blue on the attached plan and the surface water drainage system to an approved outfall which scheme shall be submitted to and approved in writing by the Director before commencement of the Development (such approval not to be unreasonably withheld)
- (b) To construct and complete or cause to be constructed and completed after obtaining all necessary consents wayleaves or easements the said foul and surface water drainage systems in accordance with the scheme approved as aforesaid and all ancillary works connected therewith in accordance with the timescales specified in paragraph (c) of this Schedule to the satisfaction of the Director and permit him and all other appropriate officers to inspect the works in progress
- (i) The on and off-site foul water drainage works shall be constructed and completed as aforesaid prior to the occupation of the first building on the Land
- (ii) The on and off-site surface water drainage works shall be constructed and completed

as aforesaid prior to the roofing in of the first building on the Land

(c) To cause to be reinstated prior to completion of the Development at the Applicants expense any land which might be excavated for the purposes of laying the foul and surface water drainage systems to the satisfaction of the Director

THE FOURTH SCHEDULE

- (a) Not to allow agree permit or suffer the occupation of the dwellings the subject of the Development ("the Dwellings") or any of them otherwise than in accordance with the provisions of the Fifth Schedule hereto
- (b) Subject to the proviso hereinafter contained not to sell lease or otherwise dispose of the Land or any part thereof (whether such sale lease or other disposal is of bare land or land with

constructed or partly constructed dwellings thereon) otherwise than to James Butcher Housing Association Limited whose registered office is at James Butcher House 39 High Street Theale Berkshire RG7 5AH or to such other Registered Social Landlord which shall first have been notified to and approved in writing by the Local Authority and at a price reflecting the Total Cost Indicator Guidelines for Newbury District issued from time to time by the Housing Corporation PROVIDED THAT this obligation shall not restrict the disposal by James Butcher Housing Association Limited or other the Registered Social Landlord

(i) of six of the Dwellings to be erected on that part of the Land which is edged green on the attached plan or any of them ("the Six Dwellings") by way of assured tenancies at a rent regulated by the Housing Corporation or

(ii) of the remaining two of the Dwellings ("the Two Dwellings") or either of them by way of sale lease or other disposal by shared equity by way of transfer or other assurance in a form which shall first have been approved in writing by the Local Authority (or with such minor variations as the parties thereto shall agree) at a price not exceeding 80% of the open market value at the date of each such sale lease or other disposal TO THE INTENT THAT the Purchaser shall not at any time be entitled to purchase more than 80% of such value of either of the Two Dwellings PROVIDED FURTHER THAT

(i) the owner for the time being of the Land shall provide such reasonable information as the Local Authority shall demand in connection with any approval required on any proposed sale or other disposal of land required under the terms of this obligation

(ii) the Local Authority shall be free to attach such reasonable conditions to its approval as it shall deem appropriate

(c) In the event that a mortgagee is bound by the terms of this Schedule as mortgagee in exercise of its power of sale of the Dwellings or any of them as a result of the insolvent liquidation or receivership of their mortgagor none of the Dwellings shall be sold or otherwise disposed of by the mortgagee unless the following procedure has been followed in respect of each of the Dwellings

(i) the mortgagee shall on each such sale have first offered in writing to transfer each of the Dwellings at a price hereinafter defined for the purposes of social housing to the

Local Authority or to a registered housing association or bona fide housing trust nominated by the Local Authority whose objects or functions include the provision of low cost rented housing (the Deed of Transfer relating to such transfer to be in such form as the Local Authority shall require) and

- (ii) the Local Authority has refused the offer or has failed to accept such offer or is unable to nominate a registered housing association or bona fide housing trust as aforesaid within a period of 3 months from the date of receipt by the Local Authority of the offer

AND the mortgagee shall then be at liberty to dispose of the Dwellings or any of them free from the restrictions relating to the Dwellings as defined in this Schedule

- (iii) the price referred to in (i) above shall be equal to the Open Market Value of each of the Dwellings on the assumption (if not the case) that each of the Dwellings is either let on an assured tenancy (if one of the ^{Four} ~~Four~~ Dwellings) or subject to a shared ownership lease or held on a shared equity basis (if one of the Two Dwellings) on the date of the offer

THE FIFTH SCHEDULE

Subject to the provision of the Fourth Schedule not to offer the Dwellings or any of them for occupation otherwise than to applicants selected in accordance with the undermentioned criteria and following a vacancy thereafter in accordance with the terms hereof

Criteria

In considering the allocation of person or persons for an offer of any of the Dwellings the Owner shall take into account the following in the following order of priority namely whether such person or persons immediately prior to such allocation.

- (a) have been ordinarily resident within the Parish of Aldworth or an adjoining parish and are unable to compete for housing on the open market in such parishes
- (b) have been ordinarily resident in Aldworth or an adjoining parish and are on the Newbury District Council housing waiting list or such housing waiting list as is sponsored by Newbury District Council
- (c) have been ordinarily resident in Aldworth or an adjoining parish or

(d) have a strong local connection with Aldworth or an adjoining parish and in seeking to allocate any such house under this sub-clause the Owner shall (but without limiting its wider discretion in this regard) consider

- (i) family associations in the said parishes and/or
- (ii) any periods of ordinary residence in the said parishes not immediately before the date upon which any house becomes vacant and/or
- (iii) whether such person has permanent employment within the said parishes
- (iv) whether such person was born in the said parishes

AND for the purposes of this Schedule the term "an adjoining parish" shall mean Ashampstead Streatley Hampstead Norreys and Compton PROVIDED THAT for the avoidance of doubt the parish of Aldworth has priority over the said adjoining parishes

PROVIDED FURTHER THAT if within six weeks in the case of either of the Two Dwellings becoming available for sale on a shared equity basis or if within five working days in the case of any of the Six Dwellings becoming available for letting on an assured tenancy whether on practical completion of the Development or at any time subsequently the Owner is unable to fill any vacancy arising in accordance with the above criteria the Owner may allocate any such vacant unit to any person within the Newbury District or if no such person then to any person from outside the District who is considered by the Owner to be in need of such accommodation

SIGNED AS A DEED by

on behalf of **ALDWORTH PARISH COUNCIL** in the presence of:-

THE COMMON SEAL of **ENGLISH VILLAGES HOUSING ASSOCIATION LIMITED** was hereunto affixed in the presence of:

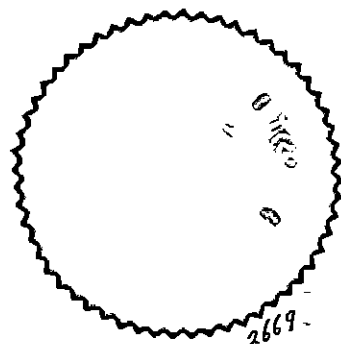
[Signature]

Member

Secretary

[Signature]

[Handwritten notes and signatures]
Bell Cottage
Aldworth
Reading
Berks
RG8 9SB
13 Woodrow's Cottage
Aldworth
Reading
Berks
RG8 9SB
The Bear Inn
Aldworth
Reading
Berks
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Innkeeper



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