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2. INTERPRETATION

2.1 In this Deed in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings -

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

“Affordable Housing Register” a register maintained by the Council for the purpose of providing access to buy or rent properties at less than market value for persons who cannot afford to buy properties generally available on the open market

“Affordable Workspace”

water

(iv) security and

(v) secure cycle facilities and cleaning

“Application” planning application reference 201 /0 4 /PA

“Chargee” means any mortgagee in possession or chargee in possession or the successors in title to such mortgagee in possession or chargee in possession or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1 2 or the Housing and Planning Act 201

“Chief Housing Officer” the head of the Council’s Housing Department or such other person performing that duty for the time being

“Commencement of Development” means the carrying out of a material operation at the Property as defined by Section (2) and (4) (a)-(d) Section of the Planning Act SAVE FOR the purposes of this Deed only operations or works consisting all or any of the following (which FOR THE AVOIDANCE OF DOUBT shall include all works up to and including completion of the ground floor slab) and where used by reference to any part of the Development shall refer to the relevant act for that part -

- (a) demolition works
- (b) excavation
- (c) archaeological works
- (d) site surveys
- (e) site clearance and preparation
- (f) environmental preparatory works
- (g) the erection of fencing and/or hoardings to enclose the Development or any part of the Development
- (h) laying or provision of any services and/or services

- (l) remediation or trial pits
- (m) works of decontamination and/or remediation
- (n) the construction installation and/or use of works planned and/or machinery
- (o) storage areas required temporarily in connection with and for the duration of operations in on over or under the Property and temporary access to the same
- (p) temporary display of Development Site advertisements and notices and
- (q) works to create the ground floor slab

“Development”

redevelopment of the Development Site to provide 4 0

**“Implementation
Notice”**

the notice in writing to be served upon the Council by the

(d) that both parties to the transaction had acted knowledgeably prudently and without compulsion^f and

(e) that the property is in its existing state of repair

(a)

(ii) (in relation to a unit within the Affordable Workspace) the letting of a tenancy (for a term of not less than 12 months) would have been completed unconditionally (as if it were to be let as a commercial business unit with no discount on rent) on the date of valuation assuming -

(b) Willing landlord and willing tenant^f and

(c) that prior to the date of valuation the property was freely exposed to the market there had been a reasonable period within which to negotiate the letting (having regard to the nature of the property and the state of the market) and that values remained static throughout that period^f and

(d) that no account is taken of any bid by a prospective tenant with a special interest^f and

(e) that both parties to the transaction had acted knowledgeably prudently and without compulsion^f and

(f) that the property is in its existing state of repair

“Planning Permission” the planning permission granted by the Secretary of State on appeal

“Practical Completion” means issue of a certificate by the Owner’s architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and **“Practically Completed”** shall be construed accordingly

“Residential Units” all dwellings including Discount Market Sale Units and Open

.2 any owner or occupier of an Open Market Dwelling including its mortgagees or successors in title

Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

9. NOTICES

.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter or facsimile transmission to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows -

.1.1 if to the Council, either to (i) Director of Inclusive Growth Birmingham City Council Department of Planning and Development PO Box 2 Birmingham B1 1TR for the attention of the Projects Co-ordinator (or such other officer for the time being performing those functions) or (ii) Birmingham City Council Housing Regeneration and Development Team PO Box 1 2 Birmingham B2 2GL for the attention of the Chief Housing Officer as appropriate

.1.2 if to either of the other parties to its address specified above

.1.3 or such other address for service as shall have been previously notified to the other party

.2 Any notice request or demand or other written communication shall be deemed to have been served as follows -

.2.1 if posted recorded delivery at the expiration of 4 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

.2.2 if sent by facsimile transmission at the time of the successful transmission provided that if any means of service shall be outside normal working hours such service shall be deemed to have taken place upon the day the recipient's office is next open for business

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It is hereby agreed and declared that unless specifically agreed the Contracts (Rights of Third Parties) Act 1 shall not apply to this Deed

12. LEGAL COSTS

The Owner shall upon completion of this Deed pay the Council's reasonable and proper legal costs in connection with the preparation and completion of this Deed together with the sum of 1 00 in respect of the Council's monitoring and administration of the planning obligations contained in this Deed

13. JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England.

FIRST SCHEDULE

Affordable Housing Provision – Discount Market Sale Units

Part 1

1. Following Commencement of Development the Owner shall -
 - 1.1. provide 24 Discount Market Sale Units on the Development Site and shall offer each of the same on a long leasehold interest (which shall mean a leasehold interest in excess of years) or transfer the freehold for not more than the Discounted Price in accordance with the provisions set out in Part II of this First Schedule
2. Not to Occupy or cause or permit the Occupation of more than 0% of the Open Market Dwellings prior to notifying the Council in writing that the Discount Market Sale Units have been completed and are available for occupation in accordance within Part II of this First Schedule

Part II

Discount Market Sale Housing

1. The Discount Market Sale Units are to be constructed and completed on the Development Site and shall be -
 - (a) First offered for sale to and for exclusive occupation by persons on the Affordable Housing Register who shall own and occupy the Discount Market Sale Units as his or her or their sole residence, and then
 - (b) after three months of the relevant unit being completed and available in accordance with paragraph (a) above any Discount Market Sale Unit without an unconditional contract for sale having been entered into may also be offered for sale to and for exclusive occupation by a single person with a gross annual income ehav ep 3 a,0 a0 s)(n)-1.1 02 (w0. 1 (h)-1.1 02 (-)13 . 02r)p.1 02 (v)3.3.24 4(e)-1.

- (b) FOR THE AVOIDANCE OF DOUBT it is confirmed that this requirement shall not apply to the second or any subsequent vendor of a Discount Market Sale Unit
- 4. The provisions of this schedule shall not be binding on a Chargee PROVIDED THAT such a Chargee exercising any power of sale or leasing shall first have used reasonable endeavours over a period of twelve weeks, to dispose of the Discount Market Sale Unit(s) at the Discounted Price and in accordance w

THIRD SCHEDULE

Dispute Resolution Procedure

1. General

All differences and questions that arise between the parties arising out of or connected with this Deed shall be referred to an expert

2. Choice of Expert

2.1. If the difference or question relates to the construction of rights and liabilities of any party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the Chairman from time to time of the Bar or any person in an equivalent subsequent role

2.2. If the difference or question relates to the occupancy of any dwelling it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors or any person in an equivalent subsequent role

3. No Further Submissions

After delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every party to the dispute their decision in writing within a reasonable time of closing submissions or counter submissions

4. Restriction on Terms of Decision

The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the parties or elements compatible with one another from the submissions of different parties to the dispute

. Costs

Each Party shall bear their own costs except in so far as directed by the Expert

APPENDIX 1

Standard Lease Provisions

1.1 In this clause the following further expressions have where the context admits the

1.2.3. .2 delivering to the Council the covenant referred to in clause
1.2.3. .1 on the sale of the Premises

1.3 To the intent that no transfer or assignment of this Lease shall take place otherwise than in accordance with this Clause [] of this Lease the Leaseholder shall at the Leaseholders expense apply to the Chief Land Registrar to enter the following restriction on the register of the title to the Lease such restriction to remain on the Register during its subsistence -

“NO disposition of the Registered Estate (other than a Charge) by the Proprietor of the Registered Estate is to be registered without a Certificate signed by Birmingham City Council of the Council House Victoria Square Birmingham B1 1BB that the provisions of Schedule/Clause [] of this registered Lease have been complied with

1.4 Not less than fourteen days prior to the Leaseholder entering into a binding agreement for the sale of the Premises the Leaseholder shall

APPENDIX 4

Standard Transfer Provisions

1.1 In this clause the following further expressions have where the context admits the

Council by the end of the tenth week the Premises m

