

DATED _____ **2026**

- (1) CHERWELL DISTRICT COUNCIL**
- (2) OXFORDSHIRE COUNTY COUNCIL**
- (3) COUNTRYSIDE PROPERTIES (BICESTER) LIMITED**
- (4) PREFERRED HOMES LIMITED**
- (5) AVIVA INSURANCE LIMITED**

PLANNING OBLIGATION BY DEED OF AGREEMENT

**under section 106 of the Town and Country
Planning Act 1990 relating to**

**relating to land known as 'Parcel R' at Phase 2, Land
North of Whitelands Farm, Kingsmere, Bicester**

**Application Numbers: 23/03073/HYBRID, 13/00847/OUT,
23/03086/F and 24/01472/NMA**

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Banbury
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Cherwell
DISTRICT COUNCIL
NORTH OXFORDSHIRE

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BETWEEN:-

- (1) **CHERWELL DISTRICT COUNCIL** of 39 Castle Quay, Banbury OX16 5FD(the "**District Council**");
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall, New Road, Oxford OX1 1ND (the "**County Council**");
- (3) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** (CRN 04165427) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the "**Owner**"); and
- (4) **PREFERRED HOMES LIMITED** (CRN10403857) whose registered office is at 5a Ack Lane East, Bramhall, Stockport, Cheshire, United Kingdom, SK7 2BE (the "**Extra Care Provider**"); and
- (5) **AVIVA INSURANCE LIMITED** (Scot. Co. No. SC002116) whose registered office is at Pitheavlis, Perth, PH2 0NH (the "**Mortgagee**");

together hereinafter referred to as (the "**Parties**").

WHEREAS:-

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) For the purposes of the Act the County Council is the county planning authority and for the purposes of the Highways Act 1980 and the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004, the highway authority and the traffic authority for certain highways in the area which includes the Site and it also has powers and duties in respect of education and the provision of library facilities and waste disposal for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site registered with H M Land Registry under title reference ON223413 as set out in the Appendix 1A of Schedule 1.
- (D) The Owner's agent submitted the Application to the District Council which was validated on 14 November 2023.
- (E) The application reference 23/03086/F to vary condition 4 of permission reference 13/00847/OUT (the "**2017 Outline Permission**") and associated section 96A application reference 24/01472/NMA have been submitted to the District Council in respect of the Site. These applications have been made to seek permission for changes to be made to the 2017 Outline Permission so that the Site becomes 'blank land' under the 2017 Outline Permission and has no development permitted on it and the purpose of this is to allow the Development to take place on the Site.
- (F) The District Council, the County Council, the Owner and the Mortgagee have entered into a related Deed of Release dated on or about the date of this Deed which releases the Site from the obligations contained in the section 106 agreement that related to the 2017 Outline Permission.
- (G) The Extra Care Provider will provide the Extra Care Dwellings and has entered into this agreement and consents as set out herein.
- (H) The Mortgagee has an interest in the Site by virtue of a registered charge dated 3 November 2017.

- (I) The Owner, the Mortgagee enter into this Deed with the intention that the covenants and obligations contained in this Deed may be enforced by the District Council or the County Council (as the context provides) against the Owner and the Mortgagee and their successors in title as being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.
- (J) The District Council and County Council acknowledge that the Extra Care Provider is a Registered Provider.

IT IS AGREED as follows:-

1. **DEFINITIONS**

1.1 In this Deed:-

"2017 Agreement"	means a Planning Obligation by Deed of Agreement dated 26 May 2017 between (1) Cherwell District Council (2) Oxfordshire County Council (3) Countryside Properties (Bicester) Limited (4) A.D Woodley Limited (5) Aviva Public Private Finance Limited (6) Aviva Insurance Limited (7) Countryside Properties (UK) Limited relating to planning the 2017 Outline Permission reference 23/00847/OUT
"2017 Outline Permission"	means outline planning permission reference 13/00847/OUT, dated 30 May 2017
"Act"	means the Town and Country Planning Act 1990 (as amended)
"Application"	means the application for hybrid planning permission to carry out the Development and which was submitted to the District Council on 14 November 2023 and allocated planning reference 23/03073/HYBRID
"Application Boundary"	means the boundary of the Site as shown edged in red on the Site Plan
"Commencement"	means the carrying out of any material operation (as defined in section 56(4) of the Act) pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of: site clearance; demolition works; archaeological investigations; investigations for the purpose of assessing ground conditions and site survey work; remedial work in respect of any contamination or other adverse ground conditions; earthworks and/or the diversion of and laying of services (for construction purposes only); erection of any temporary means of enclosure including erection of any gates fences or hoardings; provision of site access and temporary internal roads or the temporary display of site notices or advertisements and "Commence" "Commenced" and "Commencing" shall be construed accordingly
"County Council Monitoring Fee"	means the sum of three hundred and seventy pounds (£370.00) calculated in accordance with the Oxfordshire County Council administration fees scale for the period first April 2024 to

31 March 2025 to be paid towards the cost of monitoring and administration of this Deed by the County Council

"Development"	means in FULL, the construction of an 82-apartment extra care home (C3 use class) with associated open space / green infrastructure, landscaping, car / cycle parking, service infrastructure (drainage, highways, lighting), engineering operations, creation of new vehicular access and re-instatement of existing access to footpath, and in OUTLINE, the construction of up to 14 residential (C3 use class) dwellings with associated landscaping, service infrastructure (highways, drainage, lighting) to be constructed pursuant to the Planning Permission
"District Council Monitoring Fee"	means the sum of five thousand pounds (£5,000.00) calculated in accordance with Appendix 7 of the of the Revenue Budget Strategy and Medium-Term Financial Strategy (2024-25) dated February 2024 entitled "Fees and Charges" for developments of 10 – 100 dwellings, being a bespoke charge based upon the number of obligations and triggers (with a minimum charge of £1,000) to be applied by the District Council towards monitoring and reporting upon compliance with the planning obligations as set out in this Deed
"Document(s)"	means any document submitted by the Owner to the District Council as may be required for consent or approval pursuant to the obligations in this Deed, and for the avoidance of doubt this means any set of Documents that together form a scheme or strategy
"Dwelling"	means a building (including a house flat or maisonette) constructed or proposed to be constructed on the Site pursuant to the Planning Permission or part of such building designed for residential occupation by a single household and includes Extra Care Housing (as defined in Schedule 2)
"Due Date"	means the date on which any sum payable hereunder is required to be paid or if any sum is to be paid before an event the day before that event occurs
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least ten years post qualification experience appointed in accordance with the provisions of Clause 7 of this Deed to determine a dispute
"Extra Care Development"	means the part of the Development permitted on the Extra Care Land
"Extra Care Dwellings"	those 82 Dwellings consisting of extra care apartments to be constructed on the Extra Care Land and constructed to the Extra Care Dwellings Minimum Specification
Extra Care Dwellings Minimum Specification	the specification dated 23.01.25 Revision B and attached at Appendix 2

"Extra Care Land"	means the part of the Site shown coloured yellow on the Site Plan
"Implementation"	means the carrying out of any material operation (as defined in section 56(4) of the Act) pursuant to any planning permission
"Interest"	means interest at 4% per annum above the base lending rate of Lloyds Bank plc from time to time and compounded annually
"Market Dwelling"	means those Dwellings which are general market housing for sale on the open market and which are not Extra Care Housing (as defined in Schedule 2 nor Affordable Housing as defined in Schedule 4)
"Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" and "Occupiers" shall be construed accordingly
"Outline Development"	the part of the Development permitted on the Outline Land
"Outline Land"	means that part of the Site shown coloured blue on the Site Plan
"Planning Permission"	the outline permission and full planning permission subject to conditions to be granted by the District Council pursuant to the Application which where the context admits shall include each and every Qualifying Permission subject to clause 3.4
"Qualifying Permission"	means a planning permission granted by the District Council pursuant to section 73, section 73A, or section 73B (if subsequently enacted) of the Act permitting the Development subject to conditions which differ from the conditions of the Planning Permission or a retrospective permission is granted pursuant to the Planning Permission and which for the avoidance of doubt includes a Qualifying Permission permitting the Development pursuant to a previous Qualifying Permission
"Site"	means the land described in Schedule 1 and shown edged red on the Site Plan against which this Deed may be enforced
"Site Plan"	means the plan attached to this Deed at Appendix 1
"Working Day"	means any day other than a Saturday, Sunday or any public or bank holiday in England (or any day which is on or between 27 and 31 December) in any calendar year

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any Clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a Clause, paragraph or Schedule or recital in this Deed.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 "**Including**" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "**include**" shall be construed accordingly.
- 2.5 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council and the County Council or such successor.
- 2.8 The headings and contents list are for reference only and shall not affect construction.
- 2.9 Where any planning obligations in the Schedules are stated to be binding only on the Extra Care Land or the Outline Land then those obligations are not binding on any other land comprised within the Site.

3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 278 of the Highways Act 1980 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the District Council and the County Council as planning authorities against the Owner as specified in this Deed.
- 3.3 To the extent that any of the covenants, restrictions and requirements contained in this Deed are not planning obligations within the terms of section 106 of the Act they are entered into pursuant to section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.
- 3.4 In the event that a Qualifying Permission is granted then, unless the District Council (in consultation with the County Council) confirms to the Owner in writing that a new deed is required under section 106 and/or section 106A(1)(a) of the Act in relation to the Qualifying Permission, the covenants and provisions of this Deed shall be deemed to apply to the Qualifying Permission and to any development carried out pursuant to the Qualifying Permission and the definition of Planning Permission shall be construed accordingly.

4. **CONDITIONALITY**

This Deed is conditional upon:-

- 4.1 the grant of the Planning Permission; and

4.2 Commencement of Development,

save for the provisions of:

4.3 Clauses 1 (Definitions), 2 (Construction), 3 (Legal Basis), 4 (Conditionality), 8.1 (Costs), 9 (Notices), 10 (Miscellaneous), 12 (No Fetter), 13 (Mortgagee's Consent), 14 (the Extra Care Provider's Consent), 18 (Determination of this Deed), 19 (Reasonableness), 20 (Data Protection), 21 (Jurisdiction), 22 (Delivery) and paragraph 3 of Schedule 5 (Approval of Documents), which shall come into effect immediately upon completion of this Deed; and

4.4 the provisions of Clauses 7 (Dispute Resolution), 8.2.1 and 8.2.2 (Monitoring Costs), 11 (Waiver), 15 (Notifications) and Part 5 of Schedule 2 (Successors in Title), which shall come into effect on the grant of Planning Permission.

5. **OWNER'S COVENANTS**

5.1 The Owner covenants with the District Council to observe and perform the obligations and covenants as set out in Schedule 2 and those imposed on it throughout this Deed.

5.2 The Owner covenants with the County Council to observe and perform the obligations and covenants as set out in Schedule 5 and Schedule 6 and those imposed on it throughout this Deed.

6. **THE DISTRICT COUNCIL AND THE COUNTY COUNCIL COVENANTS**

6.1 The District Council covenants with the Owner to observe and perform the covenants as set out in Schedule 5 and those imposed on it throughout this Deed.

6.2 The County Council covenants with the Owner to observe and perform the covenants as set out in Schedule 8 and those imposed on it throughout this Deed.

7. **DISPUTE RESOLUTION**

7.1 The parties agree that the provisions of this Clause 7 shall not apply to:-

7.1.1 Any dispute between any of the parties and the County Council; and

7.1.2 Any dispute relating to any of the financial contributions payable to the District Council by the Owner pursuant to Schedule 3 (Contributions payable to the District Council).

7.2 If there is any dispute between the District Council the Owner the Mortgagee and/or the Extra Care Provider in respect of any of the matters to be agreed pursuant to this Deed which cannot be resolved by prior agreement between the parties in dispute, such dispute shall be determined in accordance with this Clause 7 and any party to the dispute may at any time require by notice in writing to the other an Expert to be appointed to resolve the dispute.

7.3 The Expert shall be appointed jointly by the District Council the Owner the Mortgagee and/or the Extra Care Provider in dispute and, in the absence of such agreement within two (2) weeks of service of the notice pursuant to Clause 7.2, be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within two (2) weeks of an application being made by one of the District Council the Owner the Mortgagee and/or the Extra Care Provider and the President's decision as to the expert shall be final and binding on the parties to the dispute.

7.4 The Expert shall invite written representations (and, if the Expert determines, further written representations by way of rebuttal) from each of the parties to the dispute and shall make his final determination within one month of his appointment PROVIDED THAT if the Expert fails to do so, then any of the District Council the Owner the Mortgagee and/or the Extra Care

Provider in dispute may apply to the President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.

- 7.5 The findings of the Expert shall be final and binding on the District Council the Owner the Mortgagee and/or the Extra Care Provider in dispute except in the case of manifest, material error.
- 7.6 The Expert shall act as an expert and not as an arbitrator.
- 7.7 The costs of the dispute shall be payable by the parties in dispute in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the parties in dispute.
- 7.8 Nothing in this Clause 7 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.
- 7.9 For the avoidance of doubt this Clause 7 does not apply to the County Council in any way.

8. **LEGAL COSTS AND MONITORING**

- 8.1 The Owner will on completion of this Deed pay to the District Council and the County Council their respective legal costs reasonably and properly incurred in the negotiation, preparation and execution of this Deed.
- 8.2 The Owner shall:-
- 8.2.1 pay to the County Council prior to completion of this Deed the County Council Monitoring Fee;
- 8.2.2 pay to the District Council:
- (a) prior to completion of this Deed five hundred pounds (£500), being a proportion of the District Council's Monitoring Fee; and
 - (b) prior to Implementation of the Extra Care Development, two thousand two hundred and fifty pounds (£2,250), being a proportion of the District Council's Monitoring Fee; and
 - (c) prior to Implementation of the Outline Development two thousand two hundred and fifty pounds (£2,250), being a proportion of the District Council's Monitoring Fee;
- 8.2.3 save in relation to any enforcement pursued via court proceedings from the date where a submitted claim is sealed and issued by the court to reimburse the District Council and/or the County Council in respect of all reasonably and properly incurred legal and administrative costs in connection with the reasonable enforcement of any of the provisions of this Deed insofar as they relate to their relevant land interest in the Outline Land or Extra Care Land including correspondence monitoring and site visits by or on behalf of the District Council and/or County Council which relate to enforcement proceedings only and which are reasonably required to enforce the terms of this Deed; and
- 8.2.4 save in relation to any claims made pursuant to Clause 7 and/or any claims made by the Owner against the District Council and/or the County Council in relation to any breach of any obligations contained within this Deed by either/both of the District Council and/or the County Council, the Owner shall not claim any compensation in respect of the provision of this Deed.

9. **NOTICES**

- 9.1 Any notice required to be given under this Deed shall be in writing and shall be deemed to have been properly served at the time of delivery if delivered by hand (subject to Clause 9.2 below) or at the time delivery was signed for if sent by recorded delivery or the second Working Day after posting if sent by post and any notice should be delivered and/or sent to the to the addresses specified below, or as specified by notice in writing to the other parties:
- 9.1.1 for the District Council, the notice should be addressed to the Assistant Director Planning and Development and sent to the address given at the start of this Deed or to such other person at such other address as the District Council shall direct from time to time with reference 23/03073/HYBRID;
- 9.1.2 for the County Council, the notice should be addressed to the Director for Environment and Place and sent to the address given at the start of this Deed with reference 23/03073/HYBRID; and
- 9.1.3 for the Owner, the notice should be sent FAO The Company Secretary and sent to the address given at the start of this Deed.
- 9.2 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.
- 9.3 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules shall be complied with in respect of the service of documents in connection with those proceedings rather than the provisions of Clauses 9.1 and 9.2 above.

10. **MISCELLANEOUS**

- 10.1 No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District Council's or the County Council's functions).
- 10.2 This Deed shall be registrable as a local land charge by the District Council.
- 10.3 Where the agreement, approval, consent or expression of satisfaction or similar of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction or similar shall not be unreasonably withheld or delayed.
- 10.4 Following the District Council and the County Council being notified in writing of the performance and satisfaction of all the obligations contained in this Deed and the District Council and the County Council being satisfied of the performance and satisfaction of all the obligations contained in this Deed (as confirmed in writing), or if this Deed is determined pursuant to Clause 17, the District Council shall note this in the Register of Local Land Charges in respect of this Deed and cancel all entries made in the local land charges register in respect of this Deed.
- 10.5 Insofar as any Clause or Clauses of this Deed are found for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed and insofar as reasonably practicable the parties shall amend that Clause or Clauses in such reasonable manner as achieves the intention of the parties without illegality.
- 10.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 10.7 This Deed shall not be enforceable against:-
- 10.7.1 any owner-occupiers or tenants of any of the Market Dwellings or Affordable Housing Dwellings (as defined in Schedule 4) constructed pursuant to the Planning Permission nor their mortgagees or those deriving title from them PROVIDED ALWAYS THAT this Clause shall not apply to any provisions placing a restriction on first Occupation of any Dwellings or of the Development;
 - 10.7.2 except for the requirements of paragraph 3 of Part 2 of Schedule 2, any owner-occupiers or tenants of Dwellings provided as Extra Care Housing (as defined in Schedule 2) constructed pursuant to the Planning Permission nor their mortgagees or those deriving title from them PROVIDED ALWAYS THAT this Clause shall not apply to any provisions placing a restriction on first Occupation of any Dwellings provided as Extra Care Housing or of the Development;
 - 10.7.3 any statutory undertaker who acquires an interest in the Site for the purpose of providing services to the Site;
- 10.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Deed.

11. **WAIVER**

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

12. **NO FETTER**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their respective functions in any capacity.

13. **MORTGAGEE'S CONSENT**

- 13.1 The Mortgagee consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Site.
- 13.2 The Mortgagee (or any future lender whose interest in the Site is bound by the terms of this Deed) shall have no liability for any breach of the obligations in this Deed unless committed or continuing at a time when the Mortgagee is in possession of the Site or any part of the Site in respect of which the relevant obligations relate in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

14. **THE EXTRA CARE PROVIDER'S CONSENT**

- 14.1 The Extra Care Provider acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that any interest it has in the Site shall take effect subject to this Deed PROVIDED THAT the Extra Care Provider shall otherwise have no liability under this Deed (save for covenants/obligations that it has given directly) unless it:

- 14.1.1 becomes a successor in title to the Owner and/or
- 14.1.2 takes possession of the Site or any part of it and/or

14.1.3 undertakes any part of the Development of the Site

in any which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

15. NOTIFICATIONS

15.1 The Owner agrees with the District Council and the County Council.

15.1.1 to give the District Council and separately the County Council written notice within **ten (10)** Working Days of any change in ownership of any of interest in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation does not apply to:-

- (a) the sale, letting or Occupation of individual Dwellings on the Development;
- (b) the sale or disposal of any non-residential building forming part of the Development; or
- (c) any disposal of any part or parts of the Site to any public utility company or statutory undertaker for the sole purpose of providing utility services to the Site; and

15.1.2 to notify the District Council and separately the County Council in writing within **five (5)** Working Days of the occurrence of each of the following events and to specify in the notification the date on which it occurred:-

- (a) Implementation;
- (b) Commencement of:
 - (i) the Extra Care Development;
 - (ii) the Outline Development;
- (c) practical completion of:
 - (i) the Extra Care Development;
 - (ii) the Outline Development;
- (d) Occupation of the first Extra Care Dwelling;
- (e) Occupation of the first Market Dwelling (or Affordable Housing Dwelling as the case may be);
- (f) Occupation of 35% of Market Dwellings;
- (g) Occupation of the 40th Extra Care Dwelling;
- (h) Occupation of 75% of Market Dwellings;
- (i) Occupation of 75% of Extra Care Dwellings.

16. **INTEREST**

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

16.2 Interest shall be calculated and accrue daily and shall be compounded monthly if any payment is made more than three months after the Due Date.

17. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner shall pay to the District Council and separately to the County Council any value added tax properly payable on any sums paid to the District Council and/or the County Council for works undertaken under this Deed upon presentation of any appropriate value added tax invoice addressed to the Owner.

18. **DETERMINATION OF DEED**

18.1 Save for those Clauses relating to any obligations that were complied with or due to be complied with before the date of occurrence of any of the events below the obligations in this Deed shall cease to have effect:-

18.1.1 if:-

- (a) the Planning Permission expires prior to Implementation; and
- (b) if at any time the Planning Permission is revoked (pursuant to section 97 of the Act) other than at the request of the Owner or is quashed by any Court or Tribunal of competent jurisdiction as a result of any legal proceedings (and refused upon re-determination); or
- (c) if the Planning Permission is otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure so as to render this Deed or any part of it irrelevant, impractical or unviable.

19. **REASONABLENESS**

19.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall be given on behalf of:-

19.1.1 the District Council by the Assistant Director: Planning and Development; and

19.1.2 the County Council by the Director for Environment and Place.

20. **DATA PROTECTION**

20.1 The parties to this Deed acknowledge and agree that information as to compliance with obligations pursuant to this Deed (including as to whether or not contributions have been paid) may be passed to:-

20.1.1 persons who make enquiries on such matters and who advise that they or their clients are proposing to acquire an interest in the Site and it is acknowledged that the recipients of such information may then disseminate it further; and

20.1.2 any person when so required in order to comply with statutory requirements including the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.

21. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

22. **DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

SCHEDULE 1

THE SITE

Land known as 'Parcel R' at Phase 2, North of Whitelands Farm, Kingsmere, Bicester shown edged red on the Site Plan being part of the title registered at HM Land Registry under title reference ON223413.

SCHEDULE 2

EXTRA CARE HOUSING

Part 1

DEFINITIONS AND LAND BOUND

1. This Schedule 2 is binding on the Extra Care Land only, and references to the "Owner" (for the purposes of Part 2 to Part 4 of this Schedule only) does not include successors in title.
2. In this part of this Schedule unless the context requires otherwise the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Extra Care Housing"	means use as self-contained extra care housing within Use Class C3
"Allocations Scheme"	the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)
"Chargee"	a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or charge or any other person appointed under any security documentation to enable such mortgagee or charge to release its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Extra Care Land or any persons deriving title through such mortgagee or charge or Receiver
"Standard"	those standards prescribed in Building Regulations Optional Requirement M4(2) Category 2: Accessible and adaptable dwellings or any equivalent replacement standard
"Nominations Agreement"	an agreement which shall be entered into between the District Council the County Council and a Registered Provider, all parties acting reasonably, in relation to the Extra Care Dwellings on the Extra Care Land and which shall, in conjunction with the Allocations Scheme, guide the process of identifying those persons eligible to be nominated to the Extra Care Dwellings; the Nominations Agreement shall reflect the precise circumstances of the provision of the Extra Care Dwellings as agreed between the District Council the County Council and a Registered Provider, all parties acting reasonably, and shall submitted within 3 months of the Commencement of the Development and agreed and completed prior to completion of construction the Development or first Occupation whichever is the sooner
"Practical Completion"	the issue of a certificate of practical completion by the Owner's architect or other project consultant designated by the Owner in respect of the Extra Care Dwellings

"Qualifying Persons"	those persons assessed by the District Council under its current Allocations Scheme and are nominated to Extra Care Housing in accordance with this Allocations Scheme and the Nominations Agreement
"Registered Provider"	the Extra Care Provider or a provider of social housing designated in the register maintained by the Regulator or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under subsections 115(1)(a) or 278(2) of the Housing and Regeneration Act or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and been approved in writing by the District Council
"The Regulator"	the Regulator of Social Housing constituted pursuant to the Housing and Regeneration Act 2008 (as amended) and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing

Part 2

ALLOCATIONS

3. The Owner covenants with the District Council and the County Council not to allocate or cause or permit to be allocated any of the Extra Care Dwellings other than as follows:
 - 3.1 the Extra Care Dwellings only allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the Nominations Agreement; or
 - 3.2 as otherwise agreed with the District Council and the County Council in writing.

Part 3

MORTGAGEE EXCLUSION

4. The Extra Care Housing provisions in this schedule shall not be binding on a Chargee of the whole or any part of the Extra Care Land or any persons or bodies deriving title through such Chargee PROVIDED THAT:
 - 4.1 such Chargee shall first give written notice to the District Council of its intention to dispose of the Extra Care Land and
 - 4.1.1 shall have used reasonable endeavours over a period of three (3) months from the date of the written notice referred to in paragraph 3.1 above to complete a disposal of the Extra Care Land to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 4.1.2 if such disposal has not completed within the three (3) month period the Chargee shall be entitled to dispose of the Extra Care Land free from the Extra Care Housing provisions in this schedule which provisions shall determine absolutely

Part 4

MISCELLANEOUS

5. It is agreed that:

if the Extra Care Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes and Communities Agency pursuant to sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider.

Part 5

SUCCESSORS IN TITLE

6. It is agreed that:

if the Extra Care Development is not Commenced and/or constructed to Practical Completion and a further planning application is submitted for an alternative proposal to the Extra Care Development any planning application for housing shall provide policy compliant Affordable Housing secured by an agreement pursuant to s.106 and/or s.106A of the Act and the provisions in Part 2 to Part 4 of this Schedule shall be of no effect (unless otherwise agreed in writing by the District Council)

SCHEDULE 3

CONTRIBUTIONS PAYABLE TO THE DISTRICT COUNCIL

1. Definitions

In this Schedule 3, the following additional definitions shall apply (for the avoidance of doubt any defined term which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):-

"BCIS All-In TPI Index"	means the All In Tender Price Index produced quarterly by the Building Cost Information Service Ltd
"Healthcare Contribution"	means the Index Linked sum of fifty-six thousand four hundred and forty-eight pounds (£56,448.00) being £44,352 for the Extra Care Dwellings and £12,096.00 for the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) to be paid by the Owner to the District Council and to be applied towards improvements or enhancements Bicester Health Centre
"Index Linked"	means, for the purposes of this Schedule 3, adjusted according to any increase occurring between Q2 2017 and the date of the relevant payment, in the BCIS All-In TPI Index made available through the Royal Institution of Chartered Surveyors
"Indoor Sports Contribution"	means the Index Linked sum of thirty-four thousand eight hundred and seventy-three pounds and twenty-seven pence pounds (£34,873.27) based on an overall occupancy rate of 1.28 per unit giving a total of a) 70.4 x £335.32 (totalling £ 23,606.52) for the Extra Care Dwellings and b) 33.6 x £335.32 (totalling £11,266.75) for the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) Index Linked to be paid by the Owner to the District Council and to be applied towards improvements or enhancements of Bicester Leisure Centre and/or a new facility in the vicinity
"Outdoor Sports Contribution"	means the Index Linked sum of eighty-seven thousand four hundred and four pounds and sixty seven pence (£87,404.67) (based on an overall occupancy rate of 1.28 per unit giving a total of a) 55 x £1075.75 (totalling £59,166.25) for the Extra Care Dwellings and b) 26.25 x £1075.75 (totalling £28,238.42) for the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) to be paid by the Owner to the District Council and to be applied towards improvements or enhancements at Whitelands Farm Sports Ground and/or a new facility in the vicinity
"Refuse and Recycling Contribution"	means the Index Linked sum of two thousand eight hundred and twelve pounds and seventy pence (£2,812.70) being one thousand two hundred and fifty eight pounds and seventy pence (£1,258.70) for the Extra Care Dwellings and one thousand five hundred and fifty four pounds (£1,554.00) for the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) to be paid by the Owner to the District Council and to be applied towards onsite bins to serve the residential units and the extra care facility

"Relevant Share" means either the contribution for the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) or the Extra Care Dwellings respectively, as detailed in the contributions definitions which is triggered for payment by first Occupation of the Market Dwellings and triggered for payment by first Occupation the Extra Care Dwellings

Part 1

This Part 1 of Schedule 3 binds the Extra Care Land only.

The Owner covenants with the District Council as follows:-

2. INDOOR SPORTS CONTRIBUTION

- 2.1 To pay the Relevant Share of the Indoor Sports Contribution to the District Council prior to the first Occupation of the Extra Care Dwellings; and
- 2.2 Not to first Occupy the Extra Care Dwellings until the Relevant Share of the Indoor Sports Contribution in paragraph 2.1 above has been paid to the District Council.

3. OUTDOOR SPORTS CONTRIBUTION

- 3.1 To pay the Relevant Share of the Outdoor Sports Contribution to the District Council prior to the first Occupation of the Extra Care Dwellings; and
- 3.2 Not to first Occupy the Extra Care Dwellings until the Relevant Share of the Outdoor Sports Contribution in paragraph 3.1 above has been paid to the District Council.

4. HEALTHCARE CONTRIBUTION

- 4.1 To pay the Relevant Share of the Healthcare Contribution to the District Council prior to Occupation of any Extra Care Dwellings; and
- 4.2 Not to first Occupy the Extra Care Dwellings until the Relevant Share of the Healthcare Contribution in paragraph 4.1 above has been paid to the District Council.

5. REFUSE AND RECYCLING CONTRIBUTION

- 5.1 To pay the Relevant Share of the Refuse and Recycling Contribution to the District Council prior to first Occupation of the Extra Care Dwellings; and
- 5.2 Not to first Occupy the Extra Care Dwellings until the Relevant Share of the Refuse and Recycling Contribution in paragraph 5.1 above has been paid to the District Council.

Part 2

This Part 2 of Schedule 3 binds the Outline Land only.

The Owner covenants with the District Council as follows:-

6. INDOOR SPORTS CONTRIBUTION

- 6.1 To pay the Relevant Share of the Indoor Sports Contribution to the District Council prior to the first Occupation of the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4); and

6.2 Not to first Occupy the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) until the Relevant Share of the Indoor Sports Contribution in paragraph 6.1 above has been paid to the District Council.

7. **OUTDOOR SPORTS CONTRIBUTION**

7.1 To pay the Relevant Share of the Outdoor Sports Contribution to the District Council prior to the first Occupation of the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4); and

7.2 Not to first Occupy the Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) until the Relevant Share of the Outdoor Sports Contribution in paragraph 7.1 above has been paid to the District Council.

8. **HEALTHCARE CONTRIBUTION**

8.1 To pay the Relevant Share of the Healthcare Contribution to the District Council prior to Occupation of any Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4); and

8.2 Not to first Occupy any Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) until the Relevant Share of the Healthcare Contribution in paragraph 8.1 above has been paid to the District Council.

9. **REFUSE AND RECYCLING CONTRIBUTION**

9.1 To pay the Relevant Share of the Refuse and Recycling Contribution to the District Council prior to first Occupation of any Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4); and

9.2 Not to first Occupy any Market Dwellings and Affordable Housing Dwellings (as defined in Schedule 4) in the Development until the Relevant Share of the Refuse and Recycling Contribution in paragraph 9.1 above has been paid to the District Council.

SCHEDULE 4

AFFORDABLE HOUSING

Part 1

DEFINITIONS

1. This Schedule 4 binds the Outline Land only.
2. In this Schedule unless the context requires otherwise the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Affordable Housing"	means housing for sale or rent that will be available for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) and which meets the definition in Annex 2 of the NPPF
"Affordable Housing Dwellings"	those Dwellings consisting of Rented Dwellings and Shared Ownership Dwellings;
"Affordable Housing Plan"	a plan to be submitted to the District Council for approval in accordance with Part 2 of this Schedule and which shall show the proposed location of the Affordable Housing Dwellings or such other plan as may be agreed in writing by the District Council from time to time;
"Affordable Housing Scheme"	<p>a scheme submitted to the District Council pursuant to paragraph 3 of this Schedule which demonstrates that no less than thirty per cent (30%) of the Dwellings (being a total of four Dwellings) shall be provided as Affordable Housing and which shall in relation to the Affordable Housing Dwellings set out details of:</p> <ol style="list-style-type: none">(a) numbers, tenure, locations, internal layouts and external appearance(b) timing of construction(c) parking arrangements(d) Affordable Housing Dwellings meeting the M4(2) Category (accessible and adaptable dwellings) Standard
"Affordable Housing Site"	that part or those parts of the Outline Land or any building or any buildings on the Outline Land upon or within which there will be or have been provided Affordable Housing Dwellings together with the Infrastructure serving that part of the Outline Land and includes any part of the Affordable Housing Site
"Affordable Housing Standards"	<p>the design criteria with which the Affordable Housing shall comply, namely:</p> <ol style="list-style-type: none">(a) fifty per cent (50%) of the Rented Dwellings shall meet the M4(2) (accessible and adaptable dwellings) Standard and

- (b) shall be designed to the same external design as the Market Dwellings so as to be indistinguishable from the Market Dwellings and
- (c) shall be constructed to the nationally described space standard as set out in the Department for Levelling Up Housing and Communities (now the Ministry of Housing, Communities and Local Government) technical housing standards

"Affordable Housing Tenure Mix" the mix of tenure and dwelling types of the Dwellings consisting of Affordable Housing of which:

- (a) seventy five percent (75%) shall be provided as Rented Dwellings
- (b) twenty five per cent (25%) shall be provided as Shared Ownership
- (c) the mix of the Affordable Housing Dwellings shall be agreed through a Reserved Matters Application but which will include a minimum of two unit sizes

unless otherwise agreed in writing with the District Council

"Affordable Rented Dwelling" a Dwelling to be provided by a Registered Provider to Qualifying Persons which is not subject to the national rent regime but shall be in line with Homes England's Guidance for Affordable Rent and in accordance with the District Council's tenancy strategy, with the rent being no more than 80% of the local market rent (including service charge where applicable) or the relevant Local Housing Allowance rate in force at the time a dwelling is advertised for letting whichever is the lower;

"Allocations Scheme" the District Council's allocation policy from time to time which determines the District Council's priorities and procedures when allocating accommodation in accordance with the requirements of section 166A of the Housing Act 1996 (and any amendment, re-enactment or successor provision)

"Alternative Affordable Housing Scheme" means a scheme for the provision of the Affordable Housing Dwellings pursuant to paragraph 7.3 and 7.4 of this Schedule which may be agreed and confirmed by the District Council as an alternative to the Affordable Housing Scheme, if it is confirmed in writing that it is agreed that a Registered Provider cannot be secured;

"Chargee" a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to release its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Site or any persons deriving title through such mortgagee or chargee or Receiver

"Infrastructure"

in relation to the Affordable Housing Site:

- (a) roads and footpaths to serve the Affordable Housing Site
- (b) temporary services for contractors and a haul road for the use of contractors
- (c) adequate inverts for the foul and surface water drains sufficient to serve the drainage requirements of the Affordable Housing Site
- (d) pipes sewers and channels sufficient to serve the Affordable Housing Site
- (e) spur connections to agreed inverts (to be available at a time or times to be agreed with the Registered Provider) from the Owner's foul and surface water drain run serving the Development up to the boundaries of the Affordable Housing Site such spur connections to be to a specification agreed with the Registered Provider

and the following services:

- (f) a standard fire hydrant supply and fire hydrants in the public highway in positions to be agreed with the Registered Provider
- (g) a water supply connection from the mains (size and termination position to be agreed with the Registered Provider)
- (h) an electricity supply (size and termination position to be agreed with the Registered Provider)
- (i) a gas supply (size and termination position to be agreed with the Registered Provider) (should it be required for the Affordable Housing Dwellings) unless pursuant to the Future Homes Standard a gas supply is no longer required;
- (j) a telephone spur (terminating in a junction box at a location agreed with the Registered Provider)
- (k) if digital communication systems (for example cable television or fibre optic broadband) are provided on the Development to provide a spur to the Affordable Housing Site (final locations to be agreed with the Registered Provider)

PROVIDED THAT the Owner shall not be responsible for incurring the costs of any connection charges or actual supply for such Infrastructure to the Affordable Housing Site nor to any Rented Dwellings or Shared Ownership Dwellings

"Nominations Agreement"

an agreement which shall be entered into between the District Council and a Registered Provider, both parties acting reasonably, in relation to any Rented Dwellings to be provided on the Affordable Housing Site and which shall guide in conjunction with the

Allocations Scheme those persons eligible to be nominated to any such Rented Dwellings

"Qualifying Persons"	those persons assessed by the District Council under its current Allocations Scheme and are nominated to Rented Housing in accordance with the Allocations Scheme and the Nominations Agreement
"Registered Provider"	a provider of social housing designated in the register maintained by the Regulator or any similar future authority carrying on substantially the same regulatory or supervisory functions pursuant to section 111 of the Housing and Regeneration Act 2008 as a non-profit organisation under subsections 115(1)(a) or 278(2) of the Housing and Regeneration Act 2008 or which is designated in that register as a profit-making organisation under section 115(1)(b) of the Housing and Regeneration Act 2008 which is on the District Council's list of preferred partners OR has demonstrated that it meets the performance criteria applicable to an organisation with preferred partner status and been approved in writing by the District Council
"Regulator"	the Regulator of Social Housing constituted pursuant to the Housing and Regeneration Act 2008 (as amended) and any successor or successors for the time being and any similar future authority responsible for the regulation of social housing
"Rented Dwellings"	means Affordable Rented Dwellings and / or Social Rented Dwellings (as the context requires)
"Reserved Matters Application"	means an application for approval of matters of scale, appearance, layout, access and landscaping to be submitted pursuant to the Planning Permission
"Secretary of State"	the Secretary of State that has responsibility for the matters herein
"Shared Ownership Dwellings"	the Affordable Housing Dwellings provided for Occupation under the terms of a lease which accords with the Regulator's Shared Ownership Model Lease by which a lessee may acquire an initial share or shares of between ten per cent and seventy five per cent (10% - 75%) of the equity in an Affordable Housing Dwelling from the housing provider who retains the remainder and may charge a rent of up to one per cent (1%) above CPI (or such updated figure as may be published from time to time) on the unsold equity and where the lessee has the option to increase its percentage of ownership through a process of Staircasing
"Social Rented Dwellings"	a Dwelling to be let at a target rent subject to normal rent increases (CPI plus 1% (one per cent) annually (or such updated figure as may be published from time to time)) as determined through the national rent regime (which rent for the avoidance of doubt shall be exclusive of service charges) by a Registered Provider to a Qualifying Person
"Staircasing"	the exercise by the owner-occupier of a Shared Ownership Dwelling of the right to purchase additional equity shares up to one hundred

per cent (100%) of the interest in a Shared Ownership Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and "Staircases", "Staircased" or any other derivative thereof shall be construed accordingly

"Valuer" a registered valuer or viability consultant that specialises in development viability

Part 2

AFFORDABLE HOUSING COVENANTS

3. Subject to paragraph 7 of this Schedule, the Owner covenants with the District Council:
 - 3.1 not to Commence or permit the Commencement of the Outline Development until:
 - 3.1.1 the Affordable Housing Scheme;
 - 3.1.2 the Affordable Housing Plan; and
 - 3.1.3 the Affordable Housing Tenure Mix;have been submitted to and approved by the District Council;
 - 3.2 when constructing the Affordable Housing Dwellings, to construct and practically complete the Affordable Housing Dwellings in accordance with:
 - 3.2.1 the Affordable Housing Plan;
 - 3.2.2 the Affordable Housing Scheme; and
 - 3.2.3 the Affordable Housing Tenure Mix;approved by the District Council in accordance with paragraph 3.1 above unless otherwise agreed in writing with the District Council **PROVIDED THAT** it shall be possible for the District Council to approve changes to the Affordable Housing Plan and the Affordable Housing Scheme and the Affordable Housing Tenure Mix;
 - 3.3 when constructing the Affordable Housing Dwellings, to construct and practically complete the Affordable Housing Dwellings to the Affordable Housing Standards (or such other standard as may be agreed in writing between the Owner and the District Council);
 - 3.4 not to Occupy or cause or permit the Occupation of more than thirty-five per cent (35%) of the Market Dwellings until:
 - 3.4.1 the Affordable Housing Dwellings have been offered to a Registered Provider together with all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the relevant Affordable Housing Dwellings to be constructed thereon and with a good and marketable freehold or long leasehold title free from incumbrances and with vacant possession on completion and capable of being fully serviced and properly connected to the public highway and a Registered Provider has exchanged a binding contract for the purchase of the Affordable Housing Dwellings;

- 3.4.2 there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve the Affordable Housing Site and the Affordable Housing Dwellings;
- 3.5 unless otherwise agreed in writing by the District Council, to use reasonable endeavours to enter into a binding contract with a Registered Provider within six (6) months of Commencement of Development;
- 3.6 not to cause or permit more than seventy-five per cent (75%) of the Market Dwellings to be used or Occupied unless and until:
- 3.6.1 the Owner has constructed all of the Affordable Housing Dwellings and made the same ready for Occupation as aforesaid in accordance with the Affordable Housing Standards and the Affordable Housing Scheme; and
- 3.6.2 the Affordable Housing Site has been disposed of to a Registered Provider together with:
- (a) all rights for Infrastructure and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Dwellings to be constructed thereon;
 - (b) a good and marketable freehold or long leasehold title free from incumbrances;
 - (c) vacant possession and capable of being fully serviced and properly connected to the public highway;
 - (d) there has been provided to the District Council's reasonable satisfaction the Infrastructure to serve the Affordable Housing Site and the Affordable Housing Dwellings at no cost to or other contribution by the Registered Provider (other than the price agreed for the transfer of the Affordable Housing Site);
- 3.7 not without the consent in writing of the District Council transfer the freehold interest or the long leasehold interest in the Affordable Housing Site or any part thereof except to a Registered Provider provided that consent shall not be required for any mortgagee or chargee of the freehold interest held by a Registered Provider and for the avoidance of doubt this shall not apply to any disposal of or any letting of any Affordable Housing Dwelling; and
- 3.8 not to cause or permit the use of the Affordable Housing Site for any other purpose than for the provision of the Affordable Housing Dwellings in accordance with this Deed unless otherwise specified in this Deed

Part 3

ALLOCATION

4. Subject to paragraph 7 of this Schedule, the Owner covenants with the District Council not to allocate or cause or permit to be allocated any of the Affordable Housing Dwellings other than as follows:
- 4.1 the Rented Dwellings only allocated to Qualifying Persons in accordance with the District Council's Allocations Scheme and in accordance with the terms of the Nominations Agreement;
- 4.2 (if applicable) the Shared Ownership Dwellings shall be marketed through the Registered Provider's website or other marketing media used by the Registered Provider or such other

appointed body for the region and only those deemed eligible under the Registered Provider's criteria shall be considered for the Shared Ownership Housing; or

- 4.3 as otherwise agreed with the District Council in writing.

Part 4

MORTGAGEE EXCLUSION

5. The affordable housing provisions in this schedule shall not be binding on a Chargee of the whole or any part of the Affordable Housing Site or any persons or bodies deriving title through such Chargee **PROVIDED THAT:**
- 5.1 such Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Site; and
- 5.1.1 shall have used reasonable endeavours over a period of three (3) months from the date of the service of the written notice referred to in paragraph 5.1 above to complete a disposal of the Affordable Housing Site to another Registered Provider or to the District Council provided that nothing in this Deed shall require the Chargee to dispose of the Affordable Housing Site at a price which is less than the higher of the open market value of the Affordable Housing Site (subject to the restrictions contained within this Schedule) or for a consideration which is less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 5.1.2 if such disposal has not completed within the three (3) month period the Chargee shall be entitled to dispose of the Affordable Housing Site free from the affordable housing provisions in this schedule which provisions shall determine absolutely.

Part 5

MISCELLANEOUS

6. It is agreed that:
- 6.1 If the Affordable Housing Dwellings are vested or transferred to another Registered Provider pursuant to a proposal made by the Homes England (or its successor body) pursuant to sections 143A-169 of the Housing and Regeneration Act 2008 (or any statutory provision amending or replacing the same) then the provisions of this Deed shall continue in respect of such other Registered Provider; and
- 6.2 The provisions of this Schedule shall not be binding on:
- 6.2.1 any purchaser pursuant to the exercise of a statutory or voluntary right to buy, preserved right to buy or right to acquire; or
- 6.2.2 in the case of Shared Ownership Dwellings, any owner of a Shared Ownership Dwelling who has Staircased up to one hundred per cent (100%); or
- 6.2.3 any mortgagee, chargee or successor in title thereto.

Part 6

CASCADE

7. It is agreed that:

7.1 In the event that the Owner has not entered into a binding contract with a Registered Provider pursuant to paragraph 3.5 above within six (6) months of Commencement of Development or the offer pursuant to 3.4.1 (whichever is the later), then the following provisions shall apply:

7.1.1 the Owner may notify the District Council that it has not received any commercially viable offers for the Affordable Housing Site and provide written evidence of the reasonable endeavours it has used to secure a commercially viable offer; and

7.1.2 the notification in paragraph 7.1.1 above shall include:

- (a) details of each of the Registered Providers who have been approached by the Owner;
- (b) details of the date when they were approached;
- (c) details and evidence of:
 - (i) the Registered Provider's reasons for declining to make an offer on headed paper (which can be communicated by email); and/or
 - (ii) any offers that have been received which are not commercially viable;

7.2 where the District Council does not consider (acting reasonably) that the Owner has complied with the requirements of paragraph 7.1.1 above its written confirmation shall state all the reason(s) for such dissatisfaction and the Owner shall be invited to provide such satisfactory evidence in order to comply with paragraph 7.1.1 above:

7.2.1 upon receipt of satisfactory notification pursuant to paragraph 7.1.1 and 7.1.2 above the District Council and the Owner shall:

- (a) cooperate and engage in good faith and use reasonable endeavours to identify and secure an alternative Registered Provider; and/or
- (b) engage with Registered Providers who have previously declined to make an offer to establish whether any Registered Providers will reconsider and make a commercially viable offer; otherwise

7.3 if after six (6) months from the date of satisfactory notification pursuant to paragraphs 7.1.1 and 7.1.2 above, no alternative Registered Provider has been secured pursuant to paragraph 7.2.1(a) above nor any previously approached Registered Providers that declined to make an offer or made a commercially unviable offer have reconsidered and made a commercially viable offer pursuant to paragraph 7.2.1(b) above, then the provision of Affordable Housing on the Outline Land shall be reviewed by the District Council and the District Council shall enter into discussions with the Owner to agree an Alternative Affordable Housing Scheme which secures the delivery of Affordable Housing on the Outline Land (PROVIDED THAT the District Council and the Owner may agree a period shorter than the six (6) months referred to above); and

7.4 agreement of an Alternative Affordable Housing Scheme pursuant to paragraph 7.3 above shall not be unreasonably withheld or delayed by either party; and

7.4.1 may include, but shall not be limited to, amendment to the Affordable Housing Tenure and Mix; and

7.4.2 shall be confirmed in writing by the District Council; and

where the District Council approves in writing an Alternative Affordable Housing Scheme and the District Council also confirms in writing that a variation of this Deed is required to give

effect to any agreed Alternative Affordable Housing Scheme the District Council and the Owner shall seek to agree a deed of variation to amend this Deed and enter into the same as soon as reasonably practicable, the reasonable legal and administrative costs of which shall be borne entirely by the Owner; and

- 7.5 when constructing the Affordable Housing Dwellings, the Owner will construct and provide the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme (or if approved the Alternative Affordable Housing Scheme) and the Affordable Housing Standards and the Affordable Housing Dwelling and Tenure Mix.

SCHEDULE 5

THE DISTRICT COUNCIL'S COVENANTS WITH THE OWNER

1. REPAYMENT OF CONTRIBUTIONS

- 1.1 The District Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed in Schedule 3 for the purposes specified in this Deed for which they are to be paid.
- 1.2 The District Council covenants with the Owner that following written request from the Owner it will pay to the Owner such amount of any payment made by the Owner to the District Council under the terms of this Deed (except any maintenance contributions) which has not been expended at the date of such written request together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law **PROVIDED THAT** no such request will be made prior to the expiry of ten years of the date of receipt by the District Council of such payment. Any contribution or part of a contribution which the District Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the District Council prior to that date. If any capital works have been carried out and completed then maintenance contributions will not be returnable under this paragraph.
- 1.3 The District Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under the terms of this Deed upon a written request by the Owner such request not to be made more than once in any year.

2. DISCHARGE OF OBLIGATIONS

- 2.1 At the written request of the Owner, the District Council shall provide written confirmation of the discharge of any obligation contained in this Deed when satisfied that such obligations have been performed.

3. APPROVAL OF DOCUMENTS

On submission of any Document to the District Council to secure approval of such Document in writing from the District Council, the following approval procedures shall apply:-

- 3.1 Within twenty (20) Working Days of receipt of the said Document submitted pursuant to this Deed, the District Council shall either:-
- 3.1.1 confirm in writing to the Owner that the said Document is considered to be a complete and final document that has secured the District Council's final approval; or
 - 3.1.2 set out to the Owner in writing the areas of the said Document requiring amendment in order to meet with the District Council's approval.
- 3.2 The Owner shall submit a revised Document within twenty (20) Working Days of receipt of written comments by the District Council pursuant to paragraph 3.1.2 and the procedures in paragraph 3.1 shall apply to the revised Document (but, for the avoidance of doubt, this does not preclude the ability of the Owner alternatively to refer the matter to dispute resolution pursuant to Clause 7 of this Deed).
- 3.3 In the event that the District Council do not respond within twenty (20) Working Days in accordance with paragraph 3.1, the said Document shall be deemed to have been approved by the District Council.

SCHEDULE 6

FINANCIAL CONTRIBUTIONS PAYABLE TO THE COUNTY COUNCIL

1. DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"Index Linked"	means in relation to
	(a) the Cycle Infrastructure Contribution adjusted according to any increase occurring between December 2023 and the date when the relevant payment is made to the County Council in a composite index comprised of the following indices of the BCIS Price Adjustment Formulae (Civil Engineering) 1990 Series as made available through the Building Cost Information Services (BCIS) of the Royal Institution of Chartered Surveyors weighted in the proportions below set out against each such index namely:-
	(i) Index 1 Labour & Supervision 25%
	(ii) Index 2 Plant & Road Vehicles 25%
	(iii) Index 3 Aggregates 30%
	(iv) Index 9 Coated Macadam & Bituminous Products 20%
	(b) the Travel Plan Monitoring Contribution adjusted according to any increase occurring between April 2023 and the date when the relevant payment is made to the County Council in the All Items Retail Prices Index excluding mortgage interest payments (RPIX) published by the Office of National Statistics and
	(c) the Strategic Waste Management Contribution adjusted according to any increase occurring between index value TPI 327 and the index value for the quarter period in which the contribution is made to the County Council in the BCIS All in-Tender Price Index published by the Royal Institution of Chartered Surveyors
	or if at any time for any reason it becomes impracticable to use any such index such alternative index as may be agreed between the Owner and the County Council
"Cycle Infrastructure Contribution"	means the sum of fourteen thousand pounds (£14,000) Index Linked towards improvements to the Middleton Stoney Cycle Network serving the Site
"Middleton Stoney Cycle Network"	means the cycle infrastructure scheme as one that runs along the northern side of Middleton Stoney Road between Howes Lane

and Kings End/ Oxford Road, composed of 3m wide bidirectional cycle track and a 2m wide footway

"Strategic Waste Management Contribution" means the sum of one thousand three hundred and fifteen pounds (£1,315.00) Index Linked towards the cost of the expansion and efficiency of Ardley Fields serving the Site

"Travel Plan Monitoring Contribution" means the sum of three thousand one hundred and ten pounds (£3,110.00) Index Linked towards the cost of monitoring the travel plan for the Extra Care Land

Part 1

This Part 1 of Schedule 6 binds the Outline Land only.

2. COVENANTS

The Owner covenants with the County Council as follows:

- 2.1 to pay the Cycle Infrastructure Contribution and the Strategic Waste Management Contribution to the County Council prior to first Occupation of the Market Dwellings (or Affordable Housing Dwellings as the case may be); and
- 2.2 not to cause or permit the first Occupation of the Market Dwellings (or Affordable Housing Dwellings as the case may be) until it has paid the Cycle Infrastructure Contribution and the Strategic Waste Management Contribution to the County Council

Part 2

This Part 2 of Schedule 6 binds the Extra Care Land only.

3. COVENANTS

The Owner covenants with the County Council as follows:

- 3.1 to pay the Travel Plan Monitoring Contribution to the County Council prior to first Occupation of the Extra Care Dwellings; and
- 3.2 not to cause or permit the first Occupation of the Extra Care Dwellings until it has paid the Travel Plan Monitoring Contribution to the County Council

SCHEDULE 7

HIGHWAYS

Part 1

OBLIGATIONS

1. MISCELLANEOUS

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be giving the meaning allocated to it in the main body of this Deed):

"the 1980 Act" means the Highways Act 1980 (as amended)

"Highway Agreement" means an agreement under Section 38 (and if appropriate section 278) of the 1980 Act in accordance with the form annexed to this Deed (subject to any amendments that the circumstances may reasonably and properly require) which provides for the execution of the Works by the Owner at the Owner's expense

"Works Plan" means the plan attached to this Deed at Appendix 3

"Works" means the principal works set out in Part 2 of this Schedule (together with associated preparatory and ancillary works and the amenity and accommodation works set out in Part 3 of this Schedule, where relevant)

1.2 This Schedule 7 binds the Extra Care Land only.

1.3 The Works are works which the County Council is authorised to execute by virtue of Part V of the 1980 Act

2. WORKS OBLIGATIONS

2.1 The Owner covenants with and undertakes to the County Council not to cause or permit the Commencement of the Development until:

2.1.1 there has been submitted to the County Council and approved by it in writing in principle drawings for the Works together with associated drawings and technical information as set out in the County Council's Section 38 application form as adjusted from time to time;

2.1.2 there has been submitted to the County Council and approved by it in writing plans detailing the land (if any) to be dedicated following completion of the Works and there has been deduced to the satisfaction of the County Council title in respect of any such land to be dedicated;

2.2 Not to cause or permit the first Occupation of any Dwelling on the Extra Care Land unless and until:

2.2.1 The following have been agreed with the County Council:

(a) the anticipated duration of construction of the Works;

(b) the longstop date for completion of the Works; and

- 2.2.2 the commuted maintenance sum in respect of the cost of future maintenance, and as applicable replacement of the Works; and
- 2.2.3 a Highway agreement incorporating in principle drawings and plans and other matters approved and agreed pursuant to paragraphs 2.1.1 to 2.1.2 and 2.2.1 has been entered into by the Owner in respect of the Works together with all parties with an interest in any land to be dedicated further to the Highway agreement and any mortgagee of such land has released it fully and effectively from its charge.

Part 2

THE WORKS

3. PRINCIPAL WORKS

- 3.1 The provision and construction of the following works as shown indicatively on the Works Plan ("**the Principal Works**"):
 - 3.1.1 Works related to the construction of an access road off Bishop Road to include a 5.5m wide carriageway a 2m footway, to the extent shown on the Works Plan.

Part 3

SUPPLEMENTAL WORKS

4. PREPARATORY AND ANCILLARY WORKS

- 4.1 The provision and construction of all such preparatory and ancillary works (or in the case of existing works or features necessarily affected by any part of the Principal Works such alteration thereof) as the Council shall consider requisite for the proper construction and functioning of the Principal Works including:-
 - 4.1.1 all earthworks and other things necessary to prepare the site and provide proper support for the Principal Works
 - 4.1.2 all culverts ditches and other things necessary to ensure the satisfactory movement of surface water
 - 4.1.3 all gullies channels grips drains sewers and other things necessary for the permanent drainage of the Principal Works
 - 4.1.4 all ducts cables columns lamps and other things necessary for the permanent lighting of the Principal Works and the illumination of traffic signs
 - 4.1.5 all kerbs islands verges and reservations including the grading and seeding of grassed areas
 - 4.1.6 all measures necessary to ensure visibility for drivers at any bend or junction
 - 4.1.7 all traffic signs road markings bollards and safety barriers
 - 4.1.8 all tapers joints and reinstatements necessary where the Principal Works abut the existing highway

5. **AMENITY AND ACCOMMODATION WORKS**

5.1 The provision and construction of all such amenity and accommodation works as the County Council shall consider requisite for the protection of the local environment and private and public rights and property in consequence of the Principal Works including:-

- 5.1.1 any earth bunds and/or planting necessary to screen the Principal Works
- 5.1.2 all fences gates hedges and other means of separation of the Principal Works from adjoining land
- 5.1.3 any necessary alteration of any private access or private or public right of way affected by the Principal Works
- 5.1.4 any necessary embankments retaining walls or other things necessary to give support to adjoining land

SCHEDULE 8

THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

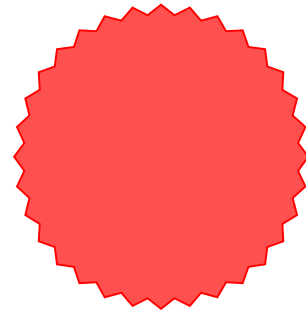
1. APPLICATION OF MONIES RECEIVED

- 1.1 The County Council shall not apply any of the contributions referred to in Schedule 6 for any purpose other than as set out in the definition of each contribution therein in such form and at such time as the County Council shall in its discretion decide or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.

2. REPAYMENT

- 2.1 Following written request from the person who made the relevant contribution the County Council will repay to that person the balance (if any) of such contribution which at the date of the receipt of such written request has not been expended together with interest which has accrued on the balance after deduction of tax where required and any other sum required to be deducted by law provided always that no such request shall be made prior to the expiry of 10 years from the due date (being the date on which any sum payable is required to be paid or if any sum is to be paid before an event the day before that event occurs) or the date of receipt by the County Council of the last instalment of any such contribution (whichever is the later).
- 2.2 Any contribution or part of a contribution which the County Council has committed to expend prior to the date of receipt of such request shall be deemed to have been expended by the County Council prior to that date.
- 2.3 The County Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the County Council under this Deed upon receiving a written request from the owner such request not being made more than once in any year.

EXECUTED as a **DEED** by affixing the **COMMON SEAL** of **CHERWELL DISTRICT COUNCIL** in the presence of:



The **COMMON SEAL** of **OXFORDSHIRE COUNTY COUNCIL** was Affixed to this Deed in the presence of

.....

Director of Law and Governance/Authorised Signatory

.....

Executed as a Deed (but not delivered until the date of this Deed) by **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** acting by

.....
Full Name (Director/Attorney)

.....
Signature of Director/Attorney

in the presence of:-

.....
Full Name (Witness)

.....

.....

.....
Address

.....
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **PREFERRED HOMES LIMITED** acting by

.....
Full Name (Director/Attorney)

.....
Signature of Director/Attorney

in the presence of:-

.....
Full Name (Witness)

.....
.....

.....
Address

.....
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **AVIVA INSURANCE LIMITED** acting by

.....
Full Name (Director/Attorney)

.....
Signature of Director/Attorney

in the presence of:-

.....
Full Name (Witness)

.....
.....

.....
Address

.....
Signature of Witness

APPENDIX 1
THE SITE PLAN

APPENDIX 2

EXTRA CARE DWELLINGS SPECIFICATION

APPENDIX 3
THE WORKS PLAN