

THIS AGREEMENT is made the 17th day of August One thousand nine hundred and ninety eight BETWEEN **HART HOUSING ASSOCIATION LIMITED** whose registered office is situated at Lismoyne House Church Road Fleet in Hampshire (hereinafter called "the Association") of the first part and **HART DISTRICT COUNCIL** of Civic Offices Harlington Way Fleet in the County of Hampshire (hereinafter called "the Council") of the second part
WHEREAS

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the 1990 Act") for the area within which the property described in the First Schedule hereto is situated (hereinafter called "the Property")
- (2) The Association is a registered social landlord, registered with the Housing Corporation under Schedule 2 of the Housing Act 1996
- (3) The Association has by a written application registered by the Council under reference HDC 97/01185/FUL (hereinafter called "the Application") applied to the Council for permission to develop the property in the manner described in the Second Schedule hereto (hereinafter called "the Development") and more particularly described in the Application
- (4) The Council and the Association are desirous of permanently restricting and regulating the Development and use of the Property in manner hereinafter appearing and subject thereto the Council is satisfied that the Development described by the Application is such as may be approved by the Council under the 1990 Act.

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the 1990 Act which is hereby expressed to apply to this Agreement as far as lawfully possible and all other enabling legislation and in consideration of the covenants by the Association hereinafter contained which covenants shall be ones to which the aforesaid provisions of the 1990 Act shall apply.
2. The Association hereby WARRANTS that it is the beneficial owner in fee simple in possession of the Property
3. The Association HEREBY COVENANTS with the Council not to use or cause or permit the Development to be used OTHERWISE THAN in accordance with the restrictions and provisions regulating the Development and use thereof specified in the Third Schedule hereto and FURTHER COVENANTS that the said Property and the Development shall not be disposed of OTHERWISE than subject to the said restrictions and provisions and subject also to a covenant in similar terms to this further covenant.
4. The expressions "the Council" and "the Association" shall include their respective successors in title and assigns and where two or more persons are included within the expression "the Association" any warranty or covenant herein contained shall be treated as being given jointly and severally
5. The Association shall be responsible for the Council's reasonable legal costs in this matter together with any Value Added Tax Payable thereon.

IN WITNESS whereof the Council and the Association have hereunto affixed their respective Common Seals the day and year first before written.

FIRST SCHEDULE

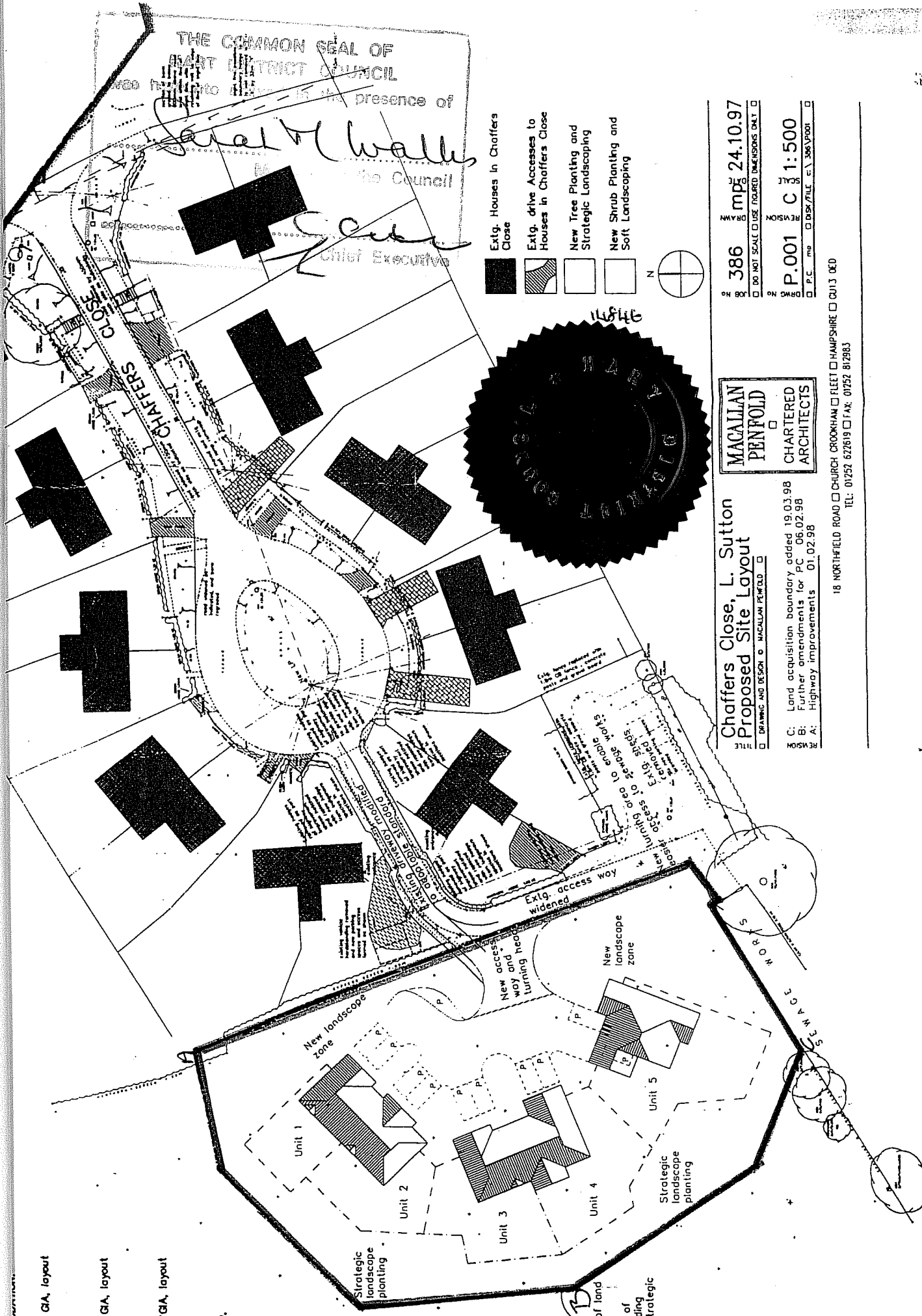
Land west of Chaffers Close Long Sutton Hook in Hampshire as the same is shown edged with a bold black line on the plan annexed hereto

SECOND SCHEDULE

Erection of four two-bedroom semi-detached bungalows and one three-bedroom detached bungalow for a disabled person.

THIRD SCHEDULE

1. The Association agrees that :-
 - (A) The Units shall at all times be let and managed by and in accordance with the objects of the Association and its current published allocation system or by and in accordance with similar objects and published documents of any other registered Housing Association
 - (B) The Units shall at all times be let at a rental level affordable to those in low paid local employment, which is within reference rents set by the Rent Officer Service for housing benefit. The maximum rental level in the absence of the foregoing shall be the last available such rent increased by the annual retail price index plus 1% for the first twenty-five years from the date of this agreement and thereby the retail price index for each subsequent full year
 - (C) The Association shall upon completion of the Development and at all times thereafter allocate each Unit comprised therein to a person :-
 - (i) who is considered by the Association to be in need of such accommodation and to be unable to afford housing accommodation on the open market (whether by renting or purchasing) within the Parish of Long Sutton
 - (ii) who has a strong local connection with the said Parish of Long Sutton and for the purposes of this Agreement a person shall be taken to have a strong local connection with that Parish if :-
 - (a) he was ordinarily resident there for a continuous period of not less than ten (10) years ending with the date of his application to the Association for housing accommodation; or
 - (b) he has resided there for not less than ten (10) years prior to the date of such application being made and another member of his family actually resides there at that date; or



THE COMMON SEAL OF
HART DISTRICT COUNCIL
was hereunto affixed in the presence of
S. Wall
The Council
G. G.
Chief Executive

- Extg. Houses in Chaffers Close
- Extg. drive Accesses to Houses in Chaffers Close
- New Tree Planting and Strategic Landscaping
- New Shrub Planting and Soft Landscaping



386 mps 24.10.97
DO NOT SCALE USE DIMENSIONS ONLY
P.001 C 1:500
R.V. 03/01/97

MACALLAN
PENFOLD
CHARTERED
ARCHITECTS

Chaffers Close, L. Sutton
Proposed Site Layout

- C: Land acquisition boundary added 19.03.98
- B: Further amendments for PC 06.02.98
- A: Highway improvements 01.02.98

18 NORTHFIELD ROAD CHURCH GROOKHAM FLEET HAMPSHIRE GU13 0ED
TEL: 01252 62619 FAX: 01252 812983

- 1: 75 1d2: 61sq.m GIA, layout drawing HP.01, level 134.60
- 2: 61sq.m GIA, layout drawing HP.01, level 134.90
- 3: 71sq.m GIA, layout drawing HP.02, level 134.90
- 4: disabled bungalow, layout drawing HP.03, level 135.15

Boundary of land acquisition
total area of land, including area for strategic planting = 3514 sq.m (0.35 ha/ 0.87 acre)

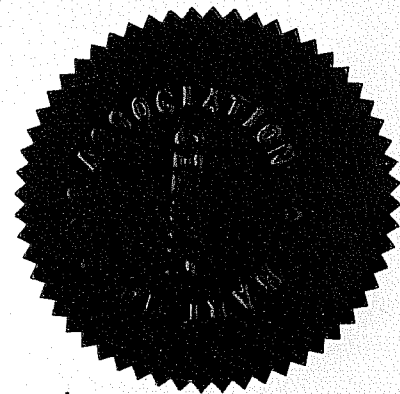
- (c) he has a readily demonstrable need to reside there by reason of his current employment there PROVIDED THAT such employment has been continuous for a period of not less than five (5) years ending with the date of such application; or
 - (d) he had a demonstrable need to reside there either to support or to be supported by another member of his family who has resided there for a continuous period of not less than ten (10) years ending with the date of such application
- (D) The Association will offer to the Council nomination rights to 100% of all initial lettings at the Development and at least 50% of all subsequent lettings. The Council shall nominate prospective tenants, who shall not be unreasonably refused by the Association, in accordance with clauses (C), (E), (F), (G), of this agreement
- (E) That if within a reasonable time of any Unit comprised in the Development becoming available for occupation whether upon practical completion of the Development or at any time thereafter the Association (having first consulted the Council's Housing Services Manager for the time being) is unable to fill any such vacancy arising in accordance with paragraph (C) of this clause then the Association shall allocate (but only with the prior written approval of the Council's Housing Services Manager) any such vacant Unit to a person who falls within the criteria set out in sub-paragraph (i) of paragraph (C) of this clause and who has a close association with the Parish of Long Sutton even though that person does not satisfy the criteria set out in sub-paragraph (ii) of paragraph (C) hereof
- (F) That if within a reasonable time of any unit comprised in the Development becoming available for occupation whether on practical completion of the Development or at any time thereafter the Association (having first consulted the Council's Housing Services Manager for the time being) is unable to fill any such vacancy arising in accordance with paragraphs (C) or (E) of this clause then the Association shall allocate (but only with the prior written approval of the Council's Housing Services Manager) any such vacant unit to a person :-
 - (i) who is considered by the Association to be in need of such accommodation and to be unable to afford housing accommodation on the open market (whether by renting or purchasing) within the Parishes of South Warnborough Odiham or Crondall (being Parishes within the administrative area of the Council) and;
 - (ii) who has a strong local connection with any of those Parishes and for the purposes of this Agreement a person shall be taken to have a strong local connection with the said Parishes if he satisfies the criteria set out in (a) to (d)

inclusive of sub-paragraph (ii) of paragraph (C) hereof except that references therein to the Parish of Long Sutton shall be read and construed as references to the Parishes of South Warnborough Odiham and Crondall

- (G) That if within a reasonable time of any Unit comprised in the Development becoming available for occupation whether on practical completion of the Development or at any time thereafter the Association (having first consulted the Council's Housing Services Manager for the time being) is unable to fill any such vacancy arising in accordance with paragraphs (C) (E) or (F) hereof then the Association may with the consent of the Council (such consent not to be unreasonably withheld) allocate any such vacant Unit to any person who satisfies the criteria set out in sub-paragraph (i) of paragraph (C) or sub-paragraph (i) of paragraph (F) of this clause SAVE THAT preference shall be given by the Association to such person ordinarily resident within the administrative area of the Council
2. Any vacancy arising for any reason whatsoever shall be notified by the Association to the Council's Housing Services Manager and the Chairman for the time being of the Parish of Long Sutton in writing as soon as reasonably practicable and in any event within fourteen days of the vacancy arising. In the event of there being more than one potential occupant fulfilling the criteria set out in this Agreement for the vacancy then the Council together with the Association shall determine which potential occupant should be offered the vacant unit such determination to be made on the basis of greatest housing need
3. For the purposes of clause 1 hereof a person shall be a member of another's family if he or she (as the case may be) is the spouse mother father sister brother daughter son or grandparent of such person and that the period of ten (10) years where referred to in clause 1 may be such lesser period as the Council's Housing Services Manager may agree in respect of a particular person

THE COMMON SEAL OF
HART HOUSING ASSOCIATION LIMITED
was hereunto affixed
in the presence of :

Authorised Signatory(s)



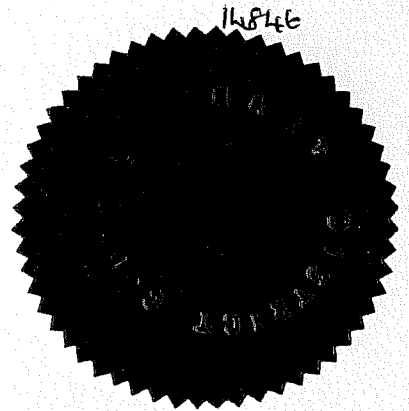
R.E. Hussey

THE COMMON SEAL of
HART DISTRICT COUNCIL
was hereunto affixed
in the presence of :

Sarah V. Wallis

Member of the Council

P. C. [unclear]
Chief Executive



DATED 17^m August 1998

**HART HOUSING ASSOCIATION
LIMITED**

- and -

HART DISTRICT COUNCIL

A G R E E M E N T
Under Section 106 of the Town and
Country Planning Act, 1990

**Land west of Chaffers Close
Long Sutton Hook
in Hampshire**

**C.C. Herbert
Solicitor
Civic Offices
Harlington Way
Fleet, Hants**
LEGALDOCS/dc.4.232