

Dated

2022

**NORTH NORTHAMPTONSHIRE COUNCIL (1)**

and

**PERSIMMON HOMES LIMITED (2)**

**Supplemental Deed**

Pursuant to Sections 106 and 106A of the Town and Country  
Planning Act 1990 relating to Parcel R7, Glenvale Park

This Supplemental Deed is made the

day of

2022

**BETWEEN**

1. **NORTH NORTHAMPTONSHIRE COUNCIL** of Sheerness House, 41 Meadow Road, Kettering, NN16 8TL ("the Council"); and
  2. **PERSIMMON HOMES LIMITED** (Company No 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("the Owner"),
- together hereinafter referred to as the 'Parties'.

**1. BACKGROUND AND INTRODUCTION**

- 1.1 On 1 April 2021 the Council became the successor in title to the administrative functions to the Borough Council of Wellingborough (as local planning authority) and Northamptonshire County Council (as highway authority and education authority) pursuant to The Northamptonshire (Structural Changes) Order 2020.
- 1.2 The Council is the local planning authority for the purposes of the Act for the area in which Parcel R7 is situated and by whom the obligations created and varied by this Deed are enforceable.
- 1.3 The Owner is the freehold owner of Parcel R7.
- 1.4 The Original Agreement was completed on 15 March 2018 and planning permission reference number WP/16/00271/VAR was granted and the Site is bound by the terms of the Original Agreement.
- 1.5 The First Deed of Variation was completed on 31 March 2021 and varies the Original Agreement in respect of Parcel R7 and those parts of the Site known as parcels R9, R10a and R10b.
- 1.6 The Second Deed of Variation was completed on 11 March 2022 and varies the Original Agreement in respect of the parts of the Site known as parcels R1 and R2.
- 1.7 This Deed relates to the First Homes Land and varies and supplements the terms of the Original Agreement in respect of the First Homes Land.
- 1.8 At the request of the Owner the Council has agreed to enter into this Deed to create obligations in relation to the provision of First Homes on the First Homes Land as part of the Development and to make consequential minor variations to the Original Agreement insofar as it relates to the First Homes Land.

**2. DEFINITIONS AND INTERPRETATION**

2.1 For the purposes of this Deed, except where otherwise specified or where the context otherwise requires, the definitions and interpretation provisions in Clause 1 of the Original Agreement shall apply to the interpretation of this Deed as if the same were set out herein.

2.2 For the purposes of this Deed the following expressions shall have the following meanings unless inconsistent with the context:-

<p><b>“Additional First Homes Contribution”</b></p>	<p>means in circumstances where a Disposal of a First Home Unit other than as a First Home has taken place in accordance with paragraph 3.8, 3.9 or 5 of Schedule 2, the lower of the following two amounts:</p> <p>(a) 30% of the sale proceeds; and</p> <p>(b) the sale proceeds less the amount due and outstanding to any Mortgagee of the relevant First Homes Unit under relevant security documentation. For this purpose, the “amount due and outstanding to any Mortgagee” shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage, but for the avoidance of doubt shall not include any other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Homes Unit</p> <p>and which for the avoidance of doubt shall in each case be paid following the deduction of any additional SDLT payable by the First Homes Owner as a result of the Disposal of the First Homes Unit other than as a First Home.</p>
<p><b>“Armed Services Member”</b></p>	<p>means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Homes Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service</p>
<p><b>“Compliance Certificate”</b></p>	<p>means the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 3.2 of Schedule 2 applies the Eligibility Criteria (Local) in the form at Annexure 1</p>

<b>"Development Standard"</b>	means the development standard current at the time of reserved matters approval reference WP/20/00811/REM (granted on 18 March 2021)
<b>"Discount Market Price"</b>	means a sum which is the Market Value discounted by at least 30%
<b>"Disposal"</b>	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Homes Unit other than:</p> <ul style="list-style-type: none"> <li>(a) a letting or sub-letting in accordance with paragraph 4 of Schedule 2</li> <li>(b) a transfer of the freehold interest in a First Homes Unit or land on which a First Homes Unit is to be provided before that First Homes Unit is made available for occupation except where the transfer is to a First Homes Owner</li> <li>(c) an Exempt Disposal</li> </ul> <p>and <b>"Disposed"</b> and <b>"Disposing"</b> shall be construed accordingly</p>
<b>"Eligibility Criteria (National)"</b>	<p>means criteria which are met in respect of a purchase of a First Homes Unit if:</p> <ul style="list-style-type: none"> <li>(a) the purchaser is a First Time Buyer (and in the case of a joint purchase each joint purchaser is a First Time Buyer); and</li> <li>(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).</li> </ul>
<b>"Eligibility Criteria (Local)"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any such cap is published (it being acknowledged that at the date of this Deed the Council has not published any Income Cap (Local) in respect of the Disposal of a First Homes Unit and that no Income Cap (Local) is intended to apply to the first Disposal of a First Homes Unit)); and</li> <li>(b) any or all of criteria (i) (ii) and (iii) below are met: <ul style="list-style-type: none"> <li>(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or</li> </ul> </li> </ul>

	<p>(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</p> <p>(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</p>
<b>“Exempt Disposal”</b>	<p>means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Homes Unit in one of the following circumstances:</p> <p>(a) to a spouse or civil partner upon the death of the First Homes Owner</p> <p>(b) to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner</p> <p>(c) to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order</p> <p>(d) to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 5 of Schedule 2 shall apply to such sale)</p> <p>Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 4 of Schedule 2</p>
<b>“Family Member”</b>	<p>means a parent, child (including step-parents and step-children), sibling, grandparent or grandchild</p>
<b>“FH Practical Completion”</b>	<p>for the purposes of First Homes only means the stage reached when the construction of a First Homes Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied</p>
<b>“First Deed of Variation”</b>	<p>means the agreement between (1) Northants LLP (2) Harrowden Farms Limited (3) Homes and Communities Agency (4) Persimmon Homes Limited (5) Borough Council of Wellingborough dated 31 March 2021 and entered into pursuant to sections 106 and 106A of the Act</p>
<b>“First Home”</b>	<p>means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap</p>

<b>“First Homes Fee”</b>	means the sum of £150 (one hundred and fifty pounds) to be paid to the Council on each Disposal of a First Homes Unit, being a contribution towards the Council's costs incurred in connection with the performance of the Council's obligations under Schedule 2 of this Deed in relation to the Disposal of a First Homes Unit
<b>“First Homes Land”</b>	means that part of Parcel R7 shown edged red on the First Homes Plan
<b>“First Homes Owner”</b>	means the person or persons having the freehold or leasehold interest (as applicable) in a First Homes Unit other than: <ul style="list-style-type: none"> <li>(a) the Owner;</li> <li>(b) another developer or other entity to which the freehold interest or leasehold interest in a First Homes Unit or in the land on which a First Homes Unit is to be provided has been transferred before that First Homes Unit is made available and is Disposed of for occupation as a First Home</li> <li>(c) a tenant or sub-tenant of a permitted letting under paragraph 4 of Schedule 2</li> </ul>
<b>“First Homes Phase 2 Pilot”</b>	means the second phase of the Homes England Early Delivery Programme 2021 – 2023 for the provision of the First Homes product across England
<b>“First Homes Plan”</b>	means the plan appended to this Deed at Annexure 2 labelled First Homes Plan
<b>“First Homes Units”</b>	means the 6 (six) Dwellings on the First Homes Land of which 3 (three) are 3 (three) bedroom Dwellings and 3 (three) are 2 (two) bedroom Dwellings and as shown numbered 160, 161, 162, 163, 164, 165 on the First Homes Plan as First Homes and “First Homes Unit” shall be construed accordingly
<b>“First Time Buyer”</b>	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
<b>“Homes England”</b>	means the Homes and Communities Agency (which trades as Homes England) being a body corporate created by Section 1 of the Housing and Regeneration Act 2008
<b>“Income Cap (Local)”</b>	means: <ul style="list-style-type: none"> <li>(a) On the first Disposal of the First Homes Unit eighty thousand pounds (£80,000); or</li> <li>(b) On a second or subsequent Disposal of a First Homes Unit such sum (if any) as may be published by the Council from time to time as the “First Homes Income Cap (Local)”</li> </ul>

	<p>for the Council's administrative area and is in operation at the time of the relevant disposal of the First Homes Unit</p> <p>it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)</p>
<b>"Income Cap (National)"</b>	<p>means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State</p>
<b>"Key Worker"</b>	<p>means a person employed or with a confirmed job offer in such categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant Disposal of the First Homes Unit and for the avoidance of doubt any such criteria in operation at the time of the relevant Disposal of the First Homes Unit shall be the "Key Worker" criteria which shall apply to that Disposal (it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker)</p>
<b>"Local Connection Criteria"</b>	<p>means either (a) or (b) below:</p> <p>(a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:</p> <p>(i) is ordinarily resident within North Northamptonshire and has been for a continuous period of not less than 6 (six) consecutive months prior to exchange of contracts for the relevant First Home; and/or</p> <p>(ii) who has a close family association with North Northamptonshire by reason of a Family Member who is ordinarily resident within North Northamptonshire</p> <p>(iii) is moving to North Northamptonshire for the purposes of their employment in North Northamptonshire</p> <p>(b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Homes Unit and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Homes Unit shall be the "Local Connection Criteria". which shall apply to that Disposal (it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria)</p>
<b>"Market Value"</b>	<p>for the purposes of the First Homes Units only means the open market value as assessed by a Valuer as confirmed to the Council</p>

	by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
<b>"Mortgagee"</b>	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Homes Unit
<b>"Original Agreement"</b>	means the agreement between (1) Northants LLP (2) Richard Hubert Gorden Gilbey, Philip Charles Alexander Gilbey, Victoria Caroline Wild (3) Bernard Ralph Day, Kathleen Janet Philips, Margaret Irene Shirley, Joanne Clare Day (4) Bernard Ralph Day and Joanne Clare Day (5) Harrowden Farms Limited (6) Lloyds Bank PLC (7) Northamptonshire County Council and (8) Borough Council of Wellingborough and dated 15 March 2018 and entered into in pursuant to section 106 of the Act
<b>"Price Cap"</b>	means the amount for which the First Homes Unit is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
<b>"SDLT"</b>	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
<b>"Second Deed of Variation"</b>	means the agreement between (1) BDW Trading Limited and (2) North Northamptonshire Council dated 11 March 2022 and entered into pursuant to sections 106 and 106A of the Act
<b>"Secretary of State"</b>	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
<b>"Valuer"</b>	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

2.3 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.



- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words importing one gender shall include all other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each of them individually unless there is an express provision otherwise.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act of Parliament 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.
- 2.8 References to any party to this Deed shall include successors in title to that party and to any deriving title through or under that party and in the case of the Council (in its capacity as local planning authority) the successors to its respective statutory functions.
- 2.9 The headings and contents list are for reference only and shall not affect construction.

**3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to sections 106 and 106A of the Act and all other enabling powers so as to supplement and vary the Original Agreement in the manner set out in this Deed.
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Sections 106 and 106A of the Act which bind the First Homes Land and are enforceable by the Council as local planning authority against the Owner and any successors in title to or assigns of the Owner's interest in the First Homes Land and/or any person claiming through or under it an interest or estate in the First Homes Land as if that person had been an original covenanting party in respect of the First Homes Land but without prejudice to all and any other means of enforcing them at law or in equity or by statute and a planning obligation not to do any act or thing includes an obligation not to cause or permit or suffer that act or thing to be done by any other person.
- 3.3 Subject to the variations and supplemental provisions in this Deed the Original Agreement (as varied) will remain in full force and effect and shall be enforceable by the Council as local planning authority, highway authority and education authority.

**4. COMMENCEMENT**

This Deed shall take effect of the date hereof.

## 5. VARIATIONS TO THE ORIGINAL AGREEMENT

The Parties agree that the Original Agreement (as varied) shall be varied as set out in Schedule 1 to this Deed in relation to the First Homes Land but shall otherwise remain in full force and effect.

## 6. FIRST HOMES OBLIGATIONS

6.1 The Owner on behalf of itself and its successors in title to the First Homes Land covenants with Council that it shall:

- (a) observe and perform each and every of the obligations, covenants and undertakings on the part of the Owner in Schedule 2 to this Deed;
- (b) not encumber or otherwise deal with its interest in the First Homes Land or any part thereof in any manner whatsoever whereby the obligations, covenants and undertakings on the part of the Owner in Schedule 2 to this Deed are rendered impossible to carry out.

6.2 The Council covenants to observe and perform each and every of the obligations, covenants and undertakings on the part of the Council in Schedule 2 to this Deed.

## 7. THE OWNER'S COVENANTS

7.1 The Owner covenants that at the date of this Deed no person other than the Owner has an interest in the First Homes Land.

7.2 The Owner shall prior to completion of this Deed pay the reasonable legal costs of the Council in connection with the negotiation and completion of this Deed.

7.3 The Owner shall pay to the Council on or before the date of this Deed the First Homes Fee in relation to the first Disposal of the First Homes Units which **FOR THE AVOIDANCE OF DOUBT** shall be the sum of £600 (six hundred pounds).

## 8. MISCELLANEOUS

8.1 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 First Homes Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.2 In so far as any clause(s) in this Deed are found to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

8.3 This Deed shall be registrable as a local land charge by the Council.

8.4 No terms of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed (or a successor in title to such person).

**9. 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.

**10. GOVERNING LAW**

This Deed including any dispute arising out of or in connection with it or its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## SCHEDULE 1

### Variations to the Original Agreement

- 1 The following new definitions shall be inserted in Clause 1 of the Original Agreement:

<b>"First Home"</b>	has the meaning given to it in the Supplemental Agreement
<b>"First Homes Fee"</b>	has the meaning given to it in the Supplemental Agreement
<b>"First Homes Units"</b>	has the meaning given to it in the Supplemental Agreement
<b>"Supplemental Agreement"</b>	means the Supplemental Agreement entered into after the date of this Agreement between [(1) North Northamptonshire Council and (2) Persimmon Homes Ltd] securing the provision of 'First Homes'

- 2 In Clause 1 of the Original Agreement the definition of "Affordable Housing" shall be amended to read as follows:

<b>"Affordable Housing"</b>	means housing which is available to persons who have a housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase but FOR THE AVOIDANCE OF DOUBT not including First Homes
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- 3 In Clause 1 of the Original Agreement the definition of "Market Housing" shall be amended to read as follows:

<b>"Market Housing"</b>	means housing which is not an Affordable Dwelling or a First Homes Unit and <b>"Market Dwelling"</b> shall be construed accordingly
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## SCHEDULE 2

### First Homes obligations

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the First Homes Land with the intention that the following provisions shall bind the First Homes Land and every part of it into whosoever's hands it may come covenants with the Council as below save that:

- (a) paragraphs 1 and 2 this Schedule shall not apply to a First Homes Owner; and
- (b) paragraphs 3 and 4 of this Schedule apply as set out therein, save that where a First Homes Unit is owned by a First Homes Owner they shall apply to a First Homes Owner, but only in respect of the relevant First Homes Unit owned by that First Homes Owner).

#### 1 QUANTUM OF FIRST HOMES

- 1.1 The six (6) Dwellings identified as First Homes on the First Homes Plan have been reserved and set aside as First Homes Units and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.
- 1.2 If Homes England notifies the Council that one or more First Homes Units are no longer receiving grant funding from Homes England pursuant to the First Homes Phase 2 Pilot the Council will release the Owner from the obligations whether past present or future in paragraphs 1 to 5 of this Schedule and direction issued pursuant to paragraph 3.7 of this Schedule in respect of those First Homes Units only and shall do everything necessary to give effect to that release.
- 1.3 If Homes England notifies the Council that additional grant has been given to the Owner under the First Homes Phase 2 Pilot to deliver additional First Homes in addition to the First Homes Units, the Council and the Owner shall enter into a deed of variation to this Deed to agree:
  - 1.3.1 an amended First Homes Plan on which the First Homes Units and the additional First Homes shall be identified as First Homes;
  - 1.3.2 that upon exchange of Disposal of each additional First Home for which additional grant has been given to the Owner, the Owner shall pay to the Council the First Homes Fee in relation to the Disposal of that additional First Home; and
  - 1.3.3 that the provisions in paragraphs 2 to 5 of this Schedule shall apply to the all the First Homes identified on the amended First Homes Plan.

#### 2 DEVELOPMENT STANDARD

- 2.1 All First Homes Units shall be constructed to:-
  - 2.1.1 the Development Standard; and
  - 2.1.2 no less than the standard applied to the Market Dwellings.

#### 3 DELIVERY MECHANISM

- 3.1 The First Homes Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
  - 3.1.1 the Eligibility Criteria (National); and

- 3.1.2 the Eligibility Criteria (Local) (if any).
- 3.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to FH Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 3.1.2 of this Schedule shall cease to apply.
- 3.3 Subject to paragraphs 3.6 to 3.10 of this Schedule, no First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price (meaning the Discount Market Price) is funded by a first mortgage or other home purchase plan with a Mortgagee
- 3.4 No First Homes Unit shall be Disposed of (whether on a first or any subsequent sale) unless and until:
- 3.4.1 The Council has been provided with evidence that:
- 3.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 3.2 of this Schedule applies meets the Eligibility Criteria (Local) (if any)
- 3.4.1.2 the First Homes Unit is being Disposed of as a First Home at the Discount Market Price and
- 3.4.1.3 the transfer of the First Homes Unit includes:
- a) a definition of the "Council" which shall be North Northamptonshire Council
- b) a definition of "First Homes Provisions" in the following terms:  
"means the provisions set out in paragraphs 3.1 to 3.9 (inclusive) of the Schedule 2 of the Supplemental Agreement a copy of which is attached hereto as the Annexure."
- c) a definition of Supplemental S106 Agreement in the following terms:  
"means the supplemental agreement made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 dated ..... made between (1) the Council and (2) Persimmon Homes Ltd"
- d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions
- e) a copy of the First Homes Provisions in an Annexure
- 3.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.3 and 3.4.1 of this Schedule have been met
- 3.5 On the first Disposal of each and every First Homes Unit the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by North Northamptonshire Council of Sheerness House, 41 Meadow Road, Kettering, NN16 8TL or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

3.6 The owner of a First Homes Unit (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

3.6.1 the First Homes Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 3.1 and 3.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to FH Practical Completion) and all reasonable endeavours have been made to Dispose of the First Homes Unit as a First Home but it has not been possible to Dispose of that First Homes Unit as a First Home in accordance with paragraphs 3.3 and 3.4.1 of this Schedule; or

3.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 3.6.1 of this Schedule before being able to Dispose of the First Homes Unit other than as a First Home would be likely to cause the First Homes Owner undue hardship

3.7 Upon receipt of an application served in accordance with paragraph 3.6 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant First Homes Unit is disposed of to it at the Discount Market Price

3.8 If the Council is satisfied that either of the grounds in paragraph 3.6 of this Schedule have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 of this Schedule that the relevant First Homes Unit may be Disposed of:

3.8.1 to the Council at the Discount Market Price; or

3.8.2 (if the Council confirms that it does not wish to acquire the relevant First Homes Unit) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that First Homes Unit apart from paragraph 3.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant First Homes Unit is Disposed of other than as a First Home

3.9 If the Council does not wish to acquire the relevant First Homes Unit itself and is not satisfied that either of the grounds in paragraph 3.6 of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 of this Schedule serve notice on the owner of the First Homes Unit setting out the further steps it requires the owner of the First Homes Unit to take to secure the Disposal of the First Homes Unit as a First Home, and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Homes Unit has been unable to Dispose of the First Homes Unit as a First Home he may serve notice on the Council in accordance with paragraph 3.6 of this Schedule following which the Council must within twenty eight (28) days issue confirmation in writing that the First Homes Unit may be Disposed of other than as a First Home.

- 3.10 Where a First Homes Unit is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 3.8 or 3.9 of this Schedule the owner of the First Homes Unit shall pay to the Council forthwith upon receipt of the sale proceeds the Additional First Homes Contribution (which obligation shall remain binding on the outgoing owner of the First Homes Unit notwithstanding such Disposal)
- 3.11 Upon receipt of the Additional First Homes Contribution the Council shall:
- 3.11.1 within 28 days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.5 of this Schedule where such restriction has previously been registered against the relevant title
- 3.11.2 apply all monies received towards the provision of Affordable Housing
- 3.12 Any person who purchases a First Homes Unit free of the restrictions in this Schedule pursuant to the provisions in paragraphs 3.9 and 3.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

#### 4 USE

- 4.1 Each First Homes Unit shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of otherwise than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 4.2 to 4.4 below.
- 4.2 A First Homes Owner may let or sub-let their First Homes Unit for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Homes Unit is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Homes Unit pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 4.3 A First Homes Owner may let or sub-let their First Homes Unit for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) to (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Homes Unit for the duration of the letting or sub-letting for the purposes of employment;
  - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
  - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
  - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
  - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
  - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 4.4 A letting or sub-letting permitted pursuant to paragraph 4.1 or 4.2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Homes Unit on terms which expressly prohibit any further sub-letting.



- 4.5 Nothing in this paragraph 4 prevents a First Homes Owner from renting a room within their First Homes Unit or from renting their First Homes Unit as temporary sleeping accommodation provided that the First Homes Unit remains at all times the First Home Owner's main residence.

**5 MORTGAGEE EXCLUSION**

The obligations in paragraphs 1 to 4 of this Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a FH Receiver)) of any individual First Homes Unit or any persons or bodies deriving title through such Mortgagee or FH Receiver PROVIDED THAT:

- 5.1.1 such Mortgagee or FH Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Homes Unit;
- 5.1.2 once notice of intention to Dispose of the relevant First Homes Unit has been given by the Mortgagee or FH Receiver to the Council the Mortgagee or FH Receiver shall be free to sell that First Homes Unit at its full Market Value and subject only to paragraph 5.1.3 of this Schedule;
- 5.1.3 following the Disposal of the relevant First Homes Unit the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 5.1.4 following receipt of notification of the Disposal of the relevant First Homes Unit the Council shall:
  - a) forthwith issue a completed application to the purchaser of that First Homes Unit to enable the removal of the restriction on the title set out in paragraph 3.5 of this Schedule; and
  - b) apply all such monies received towards the provision of Affordable Housing.

**ANNEXURE 1**  
**Compliance Certificate**

**FIRST HOMES COMPLIANCE CERTIFICATE**

Date:	[ ]
To:	[Buyer's conveyancer ]
	[Builder's/Seller's conveyancer]
	[Buyer's mortgage advisor]
	[First Home Buyer(s)]
First Homes Buyer(s) name(s) (the proposed First Homes Owner(s)):	[ ]
First Home property to be purchased:	[ plot number & [Land/Site] name/address ]
Copied to:	[First Homes Buyer(s) current address before purchase]
	[First Homes house builder ]

The proposed First Homes Buyer(s) First Homes application has been approved by North Northamptonshire Council pursuant to the supplemental agreement made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 relating to Parcel R7, Glenvale Park dated [date] and made between (1) North Northamptonshire Council and (2) Persimmon Homes Ltd and this Compliance Certificate issued to the proposed First Homes Buyer(s) and their conveyancer by North Northamptonshire Council as follows:

First Homes Buyer(s) name(s) (the proposed First Homes Owner(s))	[ Full Names ]
[Builder] [Current First Homes Owner]	[Builder/Seller ]
First Home property to be purchased:	[ plot number & [Land/Site] name/address ]
First Home forecast purchase legal completion date:	
Market value (100% of value)	[£ ]
First Homes discount %	[ ]%

First Homes Purchase Price (price to be paid by the proposed First Homes Buyer(s) applying the First Homes discount to the Market value)	[£ ]]
Proposed date of exchange of contracts	
Proposed date of completion	

This COMPLIANCE CERTIFICATE is issued by North Northamptonshire Council and confirms that a Dwelling is being disposed of to the First Home Buyer(s) specified in this Compliance Certificate who meet the:

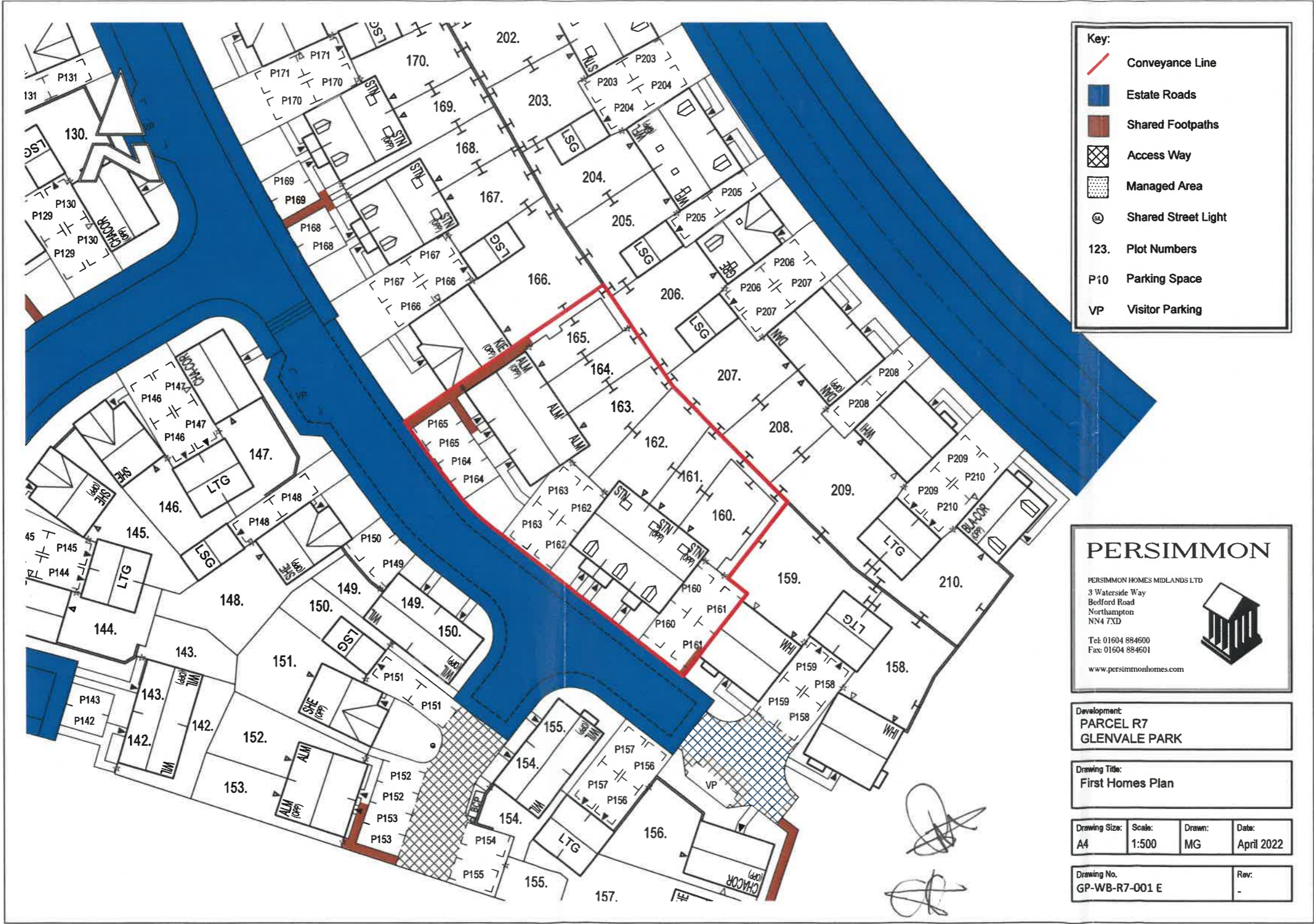
- a. Eligibility Criteria (National)
  - i First Time Buyer;
  - ii Having Household income no more than £80,000 per annum [; and if applicable
- b. the Eligibility Criteria (Local)
  - i. [insert Local eligibility Criteria]

As set out in full in the supplemental agreement made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 relating to Parcel R7, Glenvale Park dated [date] and made between (1) North Northamptonshire Council and (2) Persimmon Homes Ltd ("Planning Obligations").







The First Homes Buyer(s) (the new First Homes Owner) has provided all the necessary First Homes confirmations and declarations of eligibility required by [Council] and the First Homes Buyer(s) solicitor has confirmed that the transfer to the First Home Buyer(s) will comply with the requirements in Planning Obligations in relation to the Property.

Yours sincerely

Name:	
Signed:	
For and on behalf of:	North Northamptonshire Council
Dated:	



**Key:**

-  Conveyance Line
-  Estate Roads
-  Shared Footpaths
-  Access Way
-  Managed Area
-  Shared Street Light
- 123. Plot Numbers
- P10 Parking Space
- VP Visitor Parking

**PERSIMMON**

PERSIMMON HOMES MIDLANDS LTD  
 3 Waterside Way  
 Bedford Road  
 Northampton  
 NN4 7XD

Tel: 01604 884600  
 Fax: 01604 884601  
 www.persimmonhomes.com



Development:  
**PARCEL R7  
 GLENVALE PARK**

Drawing Title:  
**First Homes Plan**

Drawing Size:	Scale:	Drawn:	Date:
A4	1:500	MG	April 2022

Drawing No. GP-WB-R7-001 E	Rev: -
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*[Handwritten signature]*

*[Handwritten signature]*

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

Executed as a **DEED**

By affixing the common seal of

**NORTH NORTHAMPTONSHIRE COUNCIL**

In the presence of:


.....

SIGNED as a DEED by

**PERSIMMON HOMES LIMITED**

Acting by its Attorneys

SIMON MCCONALD

signed  .....(Attorney)

In the presence of:

Witness signature  .....

Witness name BETH BODDINGTON

Address PERSIMMON HOMES, 3

WATERSIDE WAY, NORTHAMPTON,  
NN4 7XD.

And

CLAIRE DEARSLEY

signed  .....(Attorney)

In the presence of:

Witness signature  .....

Witness name BETH BODDINGTON

Address PERSIMMON HOMES, 3

WATERSIDE WAY, NORTHAMPTON,  
NN4 7XD.