

OLA 84/1/1  
H&B

## DEED OF INDEMNITY

THIS DEED OF INDEMNITY is made the day 06 of May 2022

### BETWEEN:-

- (1) **Olatubosun Favour Olawoyin and Adeola Oluseye Olawoyin ("the Buyer")** and includes their successors and assigns; and
- (1) **REDROW HOMES LIMITED** (company number 01990710) whose registered office is at Redrow House, St. David's Park, Flintshire CH5 3RX ("**the Developer**").

### BACKGROUND:

- A. The Buyer entered into a contract with the Developer to purchase the Property.
- B. The Property benefits from the Planning Permission and the Planning Agreements, which are subject to the Planning Requirements.
- C. The Developer has been unable to provide evidence to the Buyer that the LPA has formally discharged the Planning Requirements or that the Planning Requirements have been discharged by deemed consent.
- D. The Buyer is prepared to complete the purchase of the Property subject to the Developer indemnifying the Buyer and their successors in title, transferees, assignees and mortgagees as provided for in this Deed.

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this indemnity Deed.

**Development:** means the development carried out by the Developer pursuant to the Planning Permission, of which the Property forms part;

**Infrastructure Agreement:** means any agreement relating to the adoption of highways, sewers or any other type of infrastructure;

**LPA** means the local planning authority which issued the Planning Permission;

**Outstanding Obligation:** means any:

- (a) outstanding obligation on the part of the Developer;
- (b) breach; and/or
- (c) non compliance;

of the Planning Requirements;

**Planning Agreement:** means any agreement or undertaking in respect of and affecting any Dwelling made pursuant to Section 106 of the Town and Country Planning Act 1990 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or an agreement with any competent authority or body relating to other services;

**Planning Permission:** means the grant of detailed planning permission either by the LPA or the Secretary of State for Housing, Communities and Local Government;

**Planning Requirements:** means collectively the Pre-Commencement Conditions and the Pre-Occupation Conditions relating to the Property;

**Pre-Commencement Conditions:** means all conditions within the Planning Permission and Planning Agreements which are to be satisfied before the commencement of the Development;

**Pre-Occupation Conditions:** means all conditions within the Planning Permission and the Planning Agreements which are to be satisfied before first occupation of the Property; and

**Property:** means **70 Knights Templar Way Strood Rochester Kent ME2 2ZD** (also known 'as Plot 128 Temple Wharf, Strood P2 Estate).

- 1.2 Clause headings shall not affect the interpretation of this indemnity.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.5 References to clauses are to the clauses in this indemnity.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 The masculine includes the feminine and vice versa.
- 1.8 The singular includes the plural and vice versa.
- 1.9 The recitals to this Deed are part of the Deed and the words in the recitals follow the definitions in this Deed.

## **2. REPRESENTATIONS AND WARRANTIES**

- 2.1 The Developer represents and warrants to the Buyer and their successors in title, transferees, assignees and mortgagees that:
  - (a) it is responsible for ensuring compliance with the Planning Requirements;
  - (b) it has applied to the LPA for confirmation that the relevant Planning Requirements have been satisfied (where such Planning Requirements require the consent or approval of the LPA);
  - (c) the Planning Requirements have been satisfied (or that they will be, when any consents or approvals awaited from the LPA are received by the Developer and any required Infrastructure Agreement is entered into);

- (d) it is in the process of putting in place any Infrastructure Agreement required by a Planning Requirements and has received the associated technical approvals;
- (e) its obligations under this indemnity shall, when executed, constitute legal, valid, and binding obligations enforceable in accordance with the terms of this indemnity; and
- (f) it does not require the consent, approval or authority of any other person to enter into or perform its obligations under this indemnity.

### **3. INDEMNITY**

3.1 Subject to the conditions set out at Clause 3.2 the Developer shall indemnify and keep indemnified the Buyer and their successors in title, transferees, assignees and mortgagees from and against all reasonable and properly incurred costs (including legal and professional fees) incurred by the Buyer to facilitate any Outstanding Obligations in respect of the discharge of the Planning Requirements or to rectify any breach of them.

3.2 The Indemnity set out at Clause 3.1 is conditional upon all of the following events:

- (a) any of the Planning Requirements requiring the consent or approval of the LPA have not been discharged by the LPA;
- (b) the Buyer has notified the Developer regarding any Outstanding Obligation when they have become aware of it;
- (c) the Developer has been provided with a reasonable opportunity by the Buyer to resolve any Outstanding Obligation (including liaising directly with the LPA);
- (d) (if requested by the Developer and upon reasonable notice) the Buyer has permitted the Developer reasonable access to the Property to rectify or mitigate any Outstanding Obligation;
- (e) the Buyer has taken reasonable steps to mitigate any costs incurred; and
- (f) the Buyer has supplied to the Developer appropriate evidence of any reasonable and properly incurred costs incurred to remedy any Outstanding Obligations.

### **4. GOVERNING LAW**

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

### **5. THIRD PARTY RIGHTS**

Except in respect of any of the Buyer's successors in title, transferees, assignees and mortgagees who also take benefit of this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

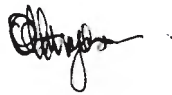
### **6. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED** as a **DEED** by  
Olatubosun Favour Olawoyin  
in the presence of:



)  
)  
)

Witness Name: ALISON BUDDIN

Witness Signature 

Witness Address: 56 ROSLIN WAY, .....

BROMLEY, BRI 4QT .....

**EXECUTED** as a **DEED** by  
Adeola Oluseye Olawoyin  
in the presence of:



)  
)  
)

Witness Name: ALISON BUDDIN


Witness Signature 

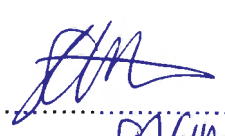
Witness Address: 56 ROSLIN WAY, .....

BROMLEY, BRI 4QT .....

**EXECUTED** as a **DEED** by [..... BENJAMIN FEWSDALE] .....

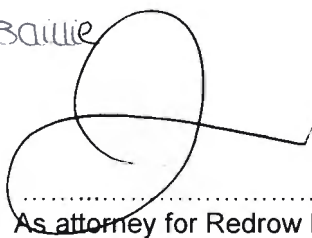
as attorney for **REDROW HOMES LIMITED**  
in the presence of:-

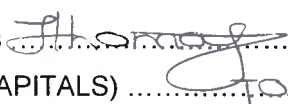
  
.....  
as attorney for Redrow Homes Limited

Signature of witness   
Name (in BLOCK CAPITALS) SAFINA DOSOB .....

Address c/o Redrow House, St David's Park, Flintshire CH5 3RX

EXECUTED as a DEED by [.....] Rachael Baillie  
as attorney for REDROW HOMES LIMITED  
in the presence of:-

  
.....  
As attorney for Redrow Homes Limited

Signature of witness .....  
Name (in BLOCK CAPITALS) ..... JODIE THOMAS  
Address c/o Redrow House, St David's Park, Flintshire CH5 3RX