

DATED 21st December 2023

MID SUFFOLK DISTRICT COUNCIL (1)

and

SUFFOLK COUNTY COUNCIL (2)

and

LINDEN (THURSTON) LLP (3)

**AGREEMENT UNDER SECTION 106 AND DEED OF VARIATION
UNDER SECTION 106A OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

relating to land North of Norton Road, Thurston



Ref: JZM/232837.0004

THIS DEED and is made this 21st day of December, 2023

BETWEEN

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("District Council");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("County Council");
- (3) **LINDEN (THURSTON) LLP** (Company Registration No. OC421411) whose registered office address is 11 Tower View, Kings Hill, West Malling, ME19 4UY ("Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated
- (B) The County Council is the local highway authority (except for trunk roads) the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- (C) The ownership and other interests in the Site are as set out in Schedule 1 and the Parties agree that this Deed is only intended to bind the interest of the Owner (namely Linden (Thurston) LLP) and no other party, plot purchasers or otherwise, and therefore no other person or entity is required to be a party to this Deed.
- (D) The Owner has submitted the Application to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed
- (E) The District Council enters into this Deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome

- (F) The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (G) The District Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) which also require consequential amendments to the Original Agreement as set out in Schedule 6 to ensure that both developments to be undertaken under the Original Permission and the Planning Permission are made acceptable in planning terms.
- (H) For the avoidance of doubt it is agreed and understood between the Parties that:
- H.1 The Original Permission granted planning permission for up to 200 dwellings.
 - H.2 Phase 1 will be developed pursuant to the Original Permission comprising 87 dwellings pursuant to the reserved matters consent granted by the District Council on 16 October 2019 under reference DC/19/01602.
 - H.3 Phase 2 will also be development pursuant to the Original Permission comprising 53 dwellings pursuant to the reserved matters consent granted by the District Council on 8 November 2022 under reference DC/20/01249.
 - H.4 Phase 3 will be developed pursuant to the Planning Permission, comprising 112 dwellings plus 9 self-build plots.
 - H.5 The total number of dwellings to be constructed on Phase 1, Phase 2 and Phase 3 between the Original Permission and Planning Permission will be 261 dwellings, as compared to the 200 dwellings permitted pursuant to the Original Permission.
 - H.6 This Deed contains the necessary obligations to secure the planning obligations necessary in respect of the additional 61 dwellings to be secured as a consequence of the approval of the Application and grant of the Planning Permission, in addition to consequential amendments to the Original Agreement as set out in Schedule 6 to ensure that the development of Phase 1 and Phase 2 pursuant to the Original Permission and of Phase 3 pursuant to the Planning Permission are acceptable in planning terms.

H.7 Please note that in the context of the education contributions and obligations concerning the travel plan through this Deed and the amendments contained in Schedule 6 concerning the Original Permission these obligations are being linked in respect of the Whole Development so that those obligations and triggers for delivery are based upon the Whole Development.

1 DEFINITIONS

1.1 In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Additional Highways Contribution"	a sum of money equivalent to the cost to deliver the Tiger Crossings (to be agreed by the Owner and the County Council both parties acting reasonably and reflective of the cost of delivery at the time such payment falls due) to be paid to the County Council in the event the Tiger Crossings have been delivered by a third party or a Highway Agreement has been entered into with a third party to secure their delivery such sum to be used by the County Council towards highway improvements within Thurston
"Affordable Housing Nomination Agreement"	an agreement substantially in the form set out in Schedule 7 (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning
"Affordable Housing Scheme"	means the details of the affordable housing (including those to be provided as Affordable Rented Housing Units and to be provided as

Shared Ownership) in accordance with the Planning Permission and Part 2B of Schedule 2 and as shown on the Plan (unless otherwise agreed in writing)

"Affordable Housing Units"

means forty three (43) of the Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Scheme (unless otherwise agreed in writing) and the Affordable Housing Nomination Agreement.

"Affordable Housing"

subsidised housing that will be available to persons whose housing needs are not met by the market in accordance with and defined in Annex 2 of the NPPF

"Affordable Rented Housing Units"

means housing made available by a Registered Provider as low-cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable and increased in line with government policy and "Affordable Rent" shall be construed accordingly

"Air Source Heat Pump"

a heat pump which absorbs heat from the air to provide heating to dwellings to be provided in accordance with Schedule 2 Part 9

"Application"

the application for planning permission to develop the Site in accordance with the application plans and other materials deposited with the District Council and validated on 16 May 2023 and bearing the District Council's reference number DC/20/01716

"BCIS Index"	the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the District Council the County Council and the Owner
"BCIS Indexed"	the increase in any sum referred to in Schedules 2 and 3 by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 12 of this Deed
"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 realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units
"Commencement of Development"	means the first carrying out of a material operation (as defined in Section 56(4) of the Act) in relation to the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and lay of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and

"Commencement" and "Commence Development" shall be construed accordingly

"Community Facilities Contribution" means the sum of fifty eight thousand pounds (£58,000) BCIS Indexed to be paid to the District Council towards the provision of new, expanded and/or upgraded community facilities which may include recreational, sports, leisure facilities, social value initiatives, meeting places, community activity and event venues within Thurston, including but not limited to building work, buildings, plant, equipment, furniture, fitting, repair/maintenance or wellbeing initiatives

"Completion of Development" means the date that the last Dwelling is first Occupied

"Custom / Self Build Design and Sustainability Statement" means a statement providing informal guidance to prospective purchasers of a Custom / Self Build Plots of the District Council's expected design and green build principles in respect of the development of a Custom / Self Build Plot

"Custom / Self Build Dwellings" the dwellings to be constructed by a Custom / Self Build Housebuilder on the Custom / Self Build Plots

"Custom / Self Build Housebuilder" an individual or individuals or associations of individuals who satisfy the requirements of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016) and regulations made thereunder who has had or will have had a primary input in the final design and layout of the Custom / Self Build Dwellings and "Custom / Self Build Housebuilders" shall be construed accordingly

"Custom / Self Build Housing"	housing completed by Custom / Self Build Housebuilders and to be occupied as homes by the Custom / Self Build Housebuilders as defined in Section A1 of the Self-build and Custom Housebuilding Act 2015
"Custom / Self Build Plots"	the 9 plots provided with access to a public highway and connections for electricity, telecommunications, water and waste water identified on the Plan for the provision of custom / self build plots within the meaning contained in the Self-Build and Custom Housebuilding Act 2015 and regulations made thereunder forming the part/s of the Site upon which the Custom / Self Build Dwellings shall be constructed and "Custom / Self Build Plot" shall be construed accordingly
"Cycleway Extension"	a cycleway extension north of the existing Norton Road crossing immediately adjacent to Thurston CofE Primary Academy on Pond Field Lane on the east side of Pond Field Lane to provide direct cycle/pedestrian access to the school (unless otherwise agreed in writing with the County Council)
"Development"	the development of the Site pursuant to the Application for the erection of 112no dwellings (inc. 43no affordable) together with associated access, infrastructure, landscaping and amenity space (applied for in full) and 9no self build plots (applied for in outline with all matters reserved, access to be considered) pursuant to the Planning Permission
"Dog Bin Scheme"	means the specification and timing for delivery of two dog bins on the Site including the type and location of the dog bins and setting out the future maintenance, management and regular emptying

of the dog bins (which for the avoidance of doubt may be undertaken by the Nominated Body or another nominee of the Owner) to be agreed in writing with the District Council in accordance with Part 6 of Schedule 2

"Dwelling"

a dwelling (including a house flat or bungalow and including Market Housing Units and Affordable Housing Units but not Custom / Self Build Dwelling) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"Early Years Education Contribution"

means one hundred and thirteen thousand three hundred and fifty-eight pounds (£113,358) to be paid to the County Council to be used towards the provision of new pre-school facilities in Thurston (including any costs previously forward funded by the County Council)

"Education Land Contribution"

means the sum of nineteen thousand four hundred and ten pounds (£19,410) to be paid to the County Council to be used towards the land acquisition and associated costs of the Primary School (including any costs previously forward funded by the County Council)

"Electric Vehicle Charging Apparatus"

individual Dwelling charging apparatus providing an electrical power supply for electric vehicles in accordance with Schedule 2 Part 10

"Full Travel Plan Monitoring Report"

means the annual report that is submitted to the County Council by the Travel Plan Coordinator in a form acceptable to the County Council that provides a summary of the traffic counts and resident surveys to demonstrate that the Full Travel Plan objectives and targets are being achieved AND FOR THE AVOIDANCE OF

DOUBT the Full Travel Plan Monitoring Report may be incorporated within the full travel plan monitoring report submitted pursuant to paragraph 7 of Part 3 of the Fourth Schedule of the Original Agreement

"Full Travel Plan"

means a fully developed travel plan based on the Interim Travel Plan and travel monitoring data of the end users providing a package of measures aimed at promoting more sustainable travel choices and reducing reliance on the private car in relation to the Development AND FOR THE AVOIDANCE OF DOUBT the Full Travel Plan may be incorporated within the full travel plan approved pursuant to paragraph 5 of Part 3 of the Fourth Schedule of the Original Agreement

"Homes England"

means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing

"Highway Agreement"

an agreement entered into with the County Council pursuant to Section 278 of the Highways Act 1980 and all other relevant provisions to secure and regulate the delivery of works within the highway

"Interest"

interest at four (4) per cent above the base lending rate of the Bank of England from time to time

"Interim Travel Plan"

means a management plan in which the Owner outlines the interim targets, objectives, measures and remedial measures it will take to manage the travel needs of the Development, including a commitment to carry out travel monitoring and to capture the data of the travel monitoring to help inform the Full Travel Plan and gives a

commitment to producing a Full Travel Plan to mitigate the potential highway impact of the Development AND FOR THE AVOIDANCE OF DOUBT the Interim Travel Plan may be incorporated within the interim travel plan approved pursuant to paragraph 2 of Part 3 of the Fourth Schedule of the Original Agreement

"Management Company"

a company or body who will take over responsibility for the future maintenance of the Open Space and which definition may include a resident's association established for this purpose or a private limited company

"Market Housing Units"

those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units or Custom / Self Build Dwellings

"Market Rent"

means market rent as defined in the latest edition of the Red Book and certified by a member of the Royal Institution of Chartered Surveyors

"MOVA Contribution"

means the sum of fifty thousand pounds (£50,000) to be paid to the County Council towards improvements to the Bunbury Arms junction (between Thurston Road and the A143) (which may include recovery of costs which have been previously forward funded by the County Council) PROVIDED THAT the County Council may utilise the MOVA Contribution for alternative highway improvements in Thurston serving the Development in the event that the improvements to the Bunbury Arms junction have been secured by the date of payment of the MOVA Contribution

"Nominated Body"

means one of the following:
a) the Parish Council;

	<ul style="list-style-type: none"> b) the Management Company; c) the Owner; or d) such other body (other than those listed above) as the District Council may agree
"Notice of Actual Commencement"	notice in writing to advise of the actual date of Commencement
"NPPF"	means the National Planning Policy Framework (September 2023) as amended or replaced
"Occupation"	occupation 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 "Occupied" and "Occupy" shall be construed accordingly
"Open Space Completion Certificate"	means a certificate or certificates in writing relating to the Open Space issued by the Council that confirms that the Open Space has been laid out in accordance with the approved Open Space Scheme
"Open Space Final Certificate"	means a certificate or certificates in writing relating to the Open Space issued by the Council that confirms that the Open Space has been laid out and maintained in accordance with the approved Open Space Scheme
"Open Space Scheme"	means the specification and timetable for delivery of the Open Space including the specifications plans and drawings showing but not limited to the location, layout and design of the Open Space including details of any proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing (unless

otherwise agreed in writing with the District Council and to the extent such details have not already been approved through the Application and secured pursuant to the Planning Permission)

"Open Space Transfer"

A transfer of the Open Space which inter alia shall contain the following provisions (and such other terms as may reasonably be agreed):

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) All easements and rights necessary in relation to access for the benefit of the Open Space;
- c) Any exceptions and reservations in relation to drainage and services and access, support and access of light and air for the benefit of the Development;
- d) Restrictive covenants
 - (i) Not to use or permit the Open Space to be used for any purpose other than for the provision of recreational facilities or amenity land for use by the general public as open space;
 - (ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development
 - (iii) Not to use or permit the Open Space to be used as a skate park (unless

otherwise agreed in writing by the District Council and the Owner (which shall include the current owner Linden (Thurston) LLP))

"Open Space"	the areas of open space to be provided on the Site in accordance with the Planning Permission (unless otherwise agreed in writing with the District Council) and as shown shaded orange on the Open Space and Woodland Plan (unless otherwise agreed in writing with the District Council)
"Original Agreement"	means an agreement dated 20 March 2018 made under Section 106 of the Act between the District Council (1), the County Council (2) and Peter Andrew Hay containing planning obligations enforceable by the District Council and the County Council secured to enable issue of the Original Permission
"Open Space and Woodland Plan"	means the plan appended hereto and titled " <i>Land at Norton Road, Thurston Open Space and Woodland Plan</i> " dated 13/11/23
"Original Permission"	means the planning permission dated 29 March 2018 granted by the Council under reference 5070/16
"Original Site"	means the land against which the Original Agreement (as varied by this Deed) may be enforced as shown edged light blue and dark blue for identification purposes only on the Plan
"Parish Council"	means Thurston Parish Council
"Parish Liaison Scheme"	means a scheme to secure formal and regular liaison between the Owner and the Parish Council to enable updates reporting and representations



125

- Open Space
- Attenuation Basin - to be transferred to Management Company
- Woodland



Land at Norton Road, Thurston
Open Space and Woodland Plan
13/11/23

to be made in relation to the Development on behalf of the Parish Council and the local community and for feedback and discussion to be undertaken concerning key aspects of the Development including land transfer key dates and deadlines, playground design and open space such liaison to include monthly meetings (unless otherwise agreed in writing)

"Parish Notice Board Scheme"

means the specification and timing for the installation of two parish notice boards including the type and location of the parish notice boards to be agreed in writing with the District Council (in consultation with the Parish Council) in accordance with Part 5 of Schedule 2

"Phase 1"

means the land to be developed pursuant to the Original Permission the extent of which is marked "Phase 1" on the Phasing Plan

"Phase 2"

means the land to be developed pursuant to the Original Permission the extent of which is marked "Phase 2" on the Phasing Plan

"Phase 3"

means the Site subject to the Permission and marked "Phase 3" on the Phasing Plan

"Phasing Plan"

means the plan appended to this Deed and titled "Phasing Plan" bearing reference P18-2417-78 Rev C (unless otherwise agreed with the District Council)

"Plan"

the plan attached to this Deed and marked "SITE LAYOUT PHASE 3 - 121 UNITS" with reference P18-2417-72 Rev H



LAND AT NORTON ROAD, THURSTON - PHASING PLAN





12/20/23

KEY

[Red outline]	PHASE 3
[Blue outline]	PHASE 2
[Green outline]	PHASE 1

Accommodation Schedule

Open Market Unit Type	No. Beds	Stores	No. of Units
Carburgh	2	2	17
2BS Bungalow	2	1	9
Bocket	2	2	5
Elodie	3	2	12
2BS Bungalow	2	1	1
Hyde	2	1	11
Collingham	3	2	2
Pembroke	4	2	2
Lowell	4	2	2
Stranger	4	1	1
Rampthorne	4	2	4
Flaxton	5	2	4

Total Open Market 67

Affordable

Unit Type	No. Beds	Stores	No. of Units
A10L	1	1/2	10
A25L	2	2	21
A25W	2	1	8
A30L	3	2	4

Total Affordable 43

Total Dwellings 110

- PHASE 3
- PHASE 2



LAND AT NORTON ROAD, THURSTON - SITE LAYOUT PHASE 3 - 121 UNITS



"Planning Permission"	the planning permission subject to conditions which may be granted by the District Council pursuant to the Application
"Practical Completion"	issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or project manager
"Primary Education Contribution"	means the sum of two hundred and fifty two thousand four hundred and thirty five pounds (£252,435) to be paid to the County Council to be used towards the costs of the building of the Primary School (which may include recovery of costs which have been previously forward funded by the County Council)
"Primary School"	means Thurston CofE Primary Academy Pond Field Road, Thurston, Bury St Edmunds IP31 3FT
"Public Electric Vehicle Charging Point"	A multiple use (minimum 2 vehicles) charging station providing an electrical power supply for electric vehicles in accordance with Schedule 2 Part 11 available for all users of the Development
"Red Book"	means the RICS Valuation – Global Standards 2017 (the Red Book) or such other document amending, consolidating or replacing it
"Registered Provider"	means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the Regulator of Social Housing under Chapter 3 of that act. For the avoidance of doubt this includes the District Council.

"RPI Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties;
"RPI Indexed"	the increase in any sum referred to in Schedules 2 and 3 by an amount equivalent to the increase in the RPI Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 12 of this Deed
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit under a Right to Buy under Part V of the Housing Act 1985 (including a preserved right to buy) or pursuant to the right to acquire under the Housing and Regeneration Act 2008 or any similar or substitute statutory rights in force from time to time
"Shared Ownership Dwellings"	dwellings to be let on a Shared Ownership Lease in line with the Nomination Agreement to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in Homes England's Capital Funding Guide and "Shared Ownership" shall be construed accordingly
"Shared Ownership Lease"	a lease or sub-lease of a Shared Ownership Dwelling in a form prescribed by Homes England granted at a premium whereby not less than 10% (ten percent) and not more than up to 75% (seventy five percent) on first purchase of the equitable interest is paid by the tenant on

completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased, such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared ownership Lease or such other figure permitted by Homes England from time to time and capable of being increased by the rate as set out in the prevailing government rent guidance and any capital receipt received by the Registered Provider in excess of eighty per cent (80%) as a result of the tenant exercising their right to staircase out to one hundred per cent (100%) shall be retained by the Registered Provider for re-investment in Affordable Housing within the district of Mid Suffolk

"Site"

the land described in Schedule 1 against which this Deed may be enforced as shown edged red for identification purposes only on the Plan save for any land to be provided as Custom / Self Build Plots or Custom / Self Build Dwellings in respect of which the obligations in this Deed shall not be enforceable save for the provisions of Part 8 of Schedule 2 which shall be enforceable against the Custom / Self Build Plots or Custom / Self Build Dwellings

"Tiger Crossings"

two tiger crossings on the southern and western arm of the Norton Road/Station Hill/Ixworth

crossroads the details of which are to be agreed in accordance with this Deed

"Travel Information Pack"

means (unless otherwise agreed in writing between the Owner and the County Council) a travel pack approved by the County Council in accordance with paragraph 3 of Part 3 of Schedule 3 to be provided to each Dwelling that includes an offer for residents to apply for a two month bus ticket or cycle vouchers of equivalent value for every resident, current public transport information for bus and rail services, provision of maps of pedestrian and cycle routes, car sharing information, personalised travel plans and information to promote the benefits of sustainable travel in the local area to encourage sustainable travel

"Travel Plan Coordinator"

means the person or body appointed under the provisions of the Travel Plans to manage, review and monitor the said plans and having the appropriate skills, budgetary provision and resources to produce and update and implement the Travel Plans AND FOR THE AVOIDANCE OF DOUBT the Travel Plan Coordinator shall be deemed to be the person appointed pursuant to paragraph 8 of Part 3 of the Fourth Schedule of the Original Agreement

"Travel Plan Monitoring Fee"

means the sum of One Thousand Pounds (£1,000.00) RPI Indexed per annum for at least 5 years to be applied by the County Council solely towards the monitoring of the Travel Plans

"Travel Plan Notice"

means a notice in writing served on the Owner specifying the reasonable and justified steps required within 28 days to implement the framework and full measures and monitoring

requirements of the Travel Plans and/or comply with the obligations in this Deed.

"Travel Plan Remedial Measures Notice" means a notice in writing served on the Owner by the County Council where the Owner in the opinion of the County Council acting reasonably has failed to meet one or more of the targets identified in the Interim Travel Plan and/or the Full Travel Plan specifying the reasonable and justified remedial travel plan measures and/or actions reasonably required to be taken by the Owner to remedy the failed targets

"Travel Plans" means together the Interim Travel Plan and the Full Travel Plan

"Whole Development" means the Development (as defined in this Deed and over the Site and comprising Phase 3) and Phase 1 and Phase 2 as defined in this Deed

"Woodland" means the woodland and meadow land as shown shaded pink on the Open Space and Woodland Plan (unless otherwise agreed in writing with the District Council)

"Woodland Management Certificate" means a certificate or certificates in writing relating to the Woodland issued by the Council that confirms that the Woodland has been maintained and managed in accordance with the Woodland Management Plan and any husbandry as set out within the Woodland Management Plan has been carried out

"Woodland Management Plan" means the woodland management scheme agreed pursuant to Condition 3 of reserved matters approval DC/20/01249 and approved pursuant to condition discharge DC/23/02442 dated 16 August 2023 including the Woodland

Management Plan document reference LIN22824 by ACD Environmental unless otherwise agreed in writing with the District Council

"Woodland Management Plan Objectives" means the objectives to be completed by the Owner set out in the Woodland Management Plan being:

1. Maintain the current core native species including oak, field maple, hornbeam, cherry, willow, blackthorn, hawthorn and hazels for amenity and non-economic reasons
2. Improve the access to the woodland by creating suitable access points from the development side of the site to provide public access to the entire woodland and facilitate small scale woodland management/maintenance operations.
3. Undertake a tree safety survey of trees and create a zoning plan for categorising levels of access and repeat survey every two years.
4. Selective removal of ash trees infected with Ash Die-back over the term of this ten-year management plan as identified within the tree safety inspection undertaken at 2-year intervals to discharge the landowner's duty of care.
5. Pollard overmature weeping willow trees and other edge trees around the pond.
6. Clear larger fallen trees or manage standing deadwood and dead trees as monoliths/wildlife features.
7. Remove redundant tree tubes, stakes, and ties of all previously planted trees.
8. Remove old wire fencing, pheasant pens, feeders, and other debris in the woodlands.

unless otherwise agreed in writing by the District Council

"Woodland Transfer"

A transfer of the Woodland which inter alia shall contain the following provisions (and such other terms as may reasonably be agreed):

- a) the Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) all easements and rights necessary in relation to access for the benefit of the Woodland including rights of access for maintenance purposes;
- c) any exceptions and reservations in relation to drainage and services and access, support and access of light and air for the benefit of the Development;
- d) the payment of the transferee's legal fees;
- e) restrictive covenants:
 - (i) not to use or permit the Woodland to be used for any purpose other than for recreation or amenity land for use by the general public; and
 - (ii) not to use or permit the Woodland to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

"Working Days"

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph 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 as interchangeable in that manner
- 2.4 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 individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise
- 2.5 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
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party 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
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner, the District Council and the County Council as relevant
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:

- 2.9.1 those persons who purchase (including purchasers by way of long lease) any Dwelling (including for the purpose of this sub-clause, Custom / Self Build Dwellings) for occupation by themselves or their lessees or tenants of the Dwellings (save that the restrictions relating to Occupation set out herein in respect of the Affordable Housing Units set out in paragraph 5 of Part 2A of Schedule 2 shall be enforceable against the owners and occupiers of such units); or
- 2.9.2 any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; or
- 2.9.3 The Registered Provider and its Chargee save for the provisions in respect of the Affordable Housing Units set out in paragraph 5 of Part 2A of Schedule 2
- 2.10 The headings are for reference only and shall not affect construction
- 2.11 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 106A of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 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 appropriate as local planning authorities against the Owner or its successors in title
- 3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties in the form of a deed
- 3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such

4 CONDITIONALITY

This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development.

save for the provisions of this Clause and Clauses 3, 8.3 to 8.14, 10, 11, and 15 to 21 and any other relevant provisions which shall come into effect immediately upon completion of this Deed

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council as set out in the Schedule 2

5.2 The Owner covenants with the County Council as set out in the Schedule 3

5.3 The Owner, District Council and the County Council agree that the obligations in this Deed shall only be binding on the Site AND FOR THE AVOIDANCE OF DOUBT the obligations contained in the Original Agreement (as varied) shall remain in full force and effect in so far as they relate to the Original Site

5.4 The Owner covenants with the District Council and the County Council that upon Commencement of Development the Owner shall not continue with any development within Phase 3 pursuant to the Original Permission (unless otherwise agreed with the District Council and the County Council)

6 THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS

6.1 The District Council covenants with the Owner as set out in Schedule 4

6.2 The County Council covenants with the Owner as set out in the Schedule 5

7 VARIATIONS TO THE ORIGINAL AGREEMENT

7.1 The Parties agree that the Original Agreement shall be varied as set out in Schedule 6

7.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Original Site as varied by this Deed

8 MISCELLANEOUS

8.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations

contained herein and the Owner shall comply with any reasonable requests of the District Council and or the County Council to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

- 8.2 The Owner agrees declares and covenants both with the District Council and County Council to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed
- 8.3 The Owner covenants to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed and a monitoring fee of £450 per trigger for the monitoring of the obligations within this Deed
- 8.4 The Owner covenants to pay to the County Council the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed prior to the completion of this Deed in addition to a monitoring fee of £2,380 for the monitoring of the obligations within this Deed
- 8.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 8.6 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the District Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Chief Planning Officer and on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure or officer acting under his hand
- 8.7 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall, on application by the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 8.8 Insofar as any clause or other provision of this Deed is 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

- 8.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed PROVIDED THAT if the District Council agrees following an application under section 73 of the Act to vary or to be released from any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the District Council in determining the application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission
- 8.10 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 part of the Site to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 8.11 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
- 8.12 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 8.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council

8.14 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

9 WAIVER

No waiver (whether expressed or implied) by the District Council, the County Council or the Owner 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, County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10 CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give each of them independently written notice of any transfer in ownership of its freehold interest in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and 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 shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

11 RIGHT OF ENTRY

At all times on not less than twenty-four (24) hours' written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the District Council or the County Council entry to the Site for the purposes of inspection and monitoring compliance with the provisions of this Deed PROVIDED THAT:

11.1.1 such employee or agent on arrival at the Site shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Site)

11.1.2 such entry shall be effected between 08.00 and 17.00 on any day

- 11.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary
- 11.1.4 such employee or agent may take photographs measurements and levels
- 11.1.5 such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection
- 11.1.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety

12 INDEXATION

Any sum referred to in Schedules 2 and 3 (unless the context reads otherwise and save for the Education Land Contribution) shall be increased by an amount equivalent to the increase in the BCIS Index or RPI Index (as appropriate and unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- 12.1.1 A is the sum payable under this Deed;
- 12.1.2 B is the original sum calculated as the sum payable;
- 12.1.3 C is the BCIS Index or RPI Index (as appropriate) for the month two (2) months before the date on which the sum is payable;
- 12.1.4 D is the BCIS Index or RPI Index (as appropriate) for the month two (2) months before the date of this Deed; and
- 12.1.5 C/D is greater than 1.

13 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

14 INTEREST

If any payment due under this Deed is paid late interest will be payable from the date payment is due to the date of payment.

15 NOTICES

- 15.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post or e-mail to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 15.2
- 15.2 The address for any notice or other written communication in the case of each party to this Deed shall be as follows:

The District Council	The Chief Planning Officer Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure Endeavour House 8 Constantine Road Ipswich Suffolk IP1 2BX
The Owner	Eastwood House, Glebe Rd, Chelmsford CM1 1RS

- 15.3 Any notice or other written communication to be given by either the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer of the District Council or the County Council as appropriate

16 DISPUTE RESOLUTION

- 16.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 16.2 If the matter is not resolved through negotiation within 40 Working Days the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

- 16.3 If the matter has not been resolved by an ADR procedure within 20 Working Days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 16.4 Nothing in Clauses 16.1 and 16.2 shall apply to the recovery of ascertained or ascertainable sums or prevent the parties from commencing or continuing court proceedings.

17 SATISFACTION OF ANY OF THE TERMS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council (or County Council in respect of an obligations enforceable by it) for a certificate to that effect and upon the District Council (or County Council as appropriate) being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied and upon the payment by the Owner of the District Council's (or County Council's as appropriate) reasonable costs in issuing the certificate, the District Council (or County Council as appropriate) shall forthwith issue a certificate to such effect

18 COMMUNITY INFRASTRUCTURE LEVY

The parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Deed are (a) necessary to make the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application

19 NOTIFICATION OF PROGRESS

The Owner covenants to inform the District Council and County Council by way of written notice ten (10) Working Days prior to:

- 19.1 Commencement of Development;
- 19.2 Occupation of the first(1st) Dwelling;

- 19.3 Occupation of the thirtieth (30th) Dwelling;
- 19.4 Occupation of the fifty nine (59th) Dwelling;
- 19.5 Occupation of the hundredth (100th) Dwelling;
- 19.6 Occupation of the hundred and fiftieth (150th) Dwelling;
- 19.7 Occupation of the two hundredth (200th) Dwelling;
- 19.8 Completion of the Development.

20 JURISDICTION

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

21 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

THE COMMON SEAL OF MID SUFFOLK)
DISTRICT COUNCIL was affixed in the)
presence of:)



Authorised Officer

THE COMMON SEAL OF SUFFOLK)
COUNTY COUNCIL was affixed in the)
presence of:)



Authorised Officer

EXECUTED AS A DEED BY LINDEN
(THURSTON) LLP acting by and duly
authorised by two members to sign on its
behalf in the presence of:



Robert Church

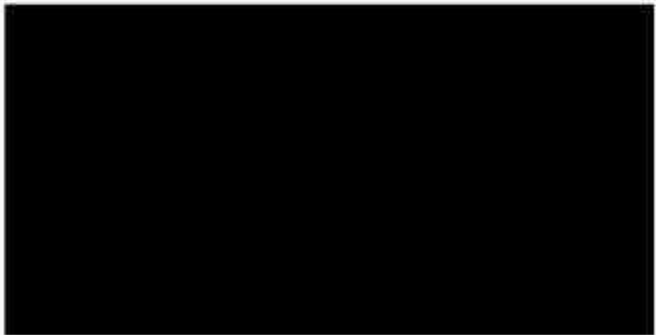
.....
(As attorney on behalf of Linden Limited
pursuant to a Power of Attorney dated
[30th June 2023])

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



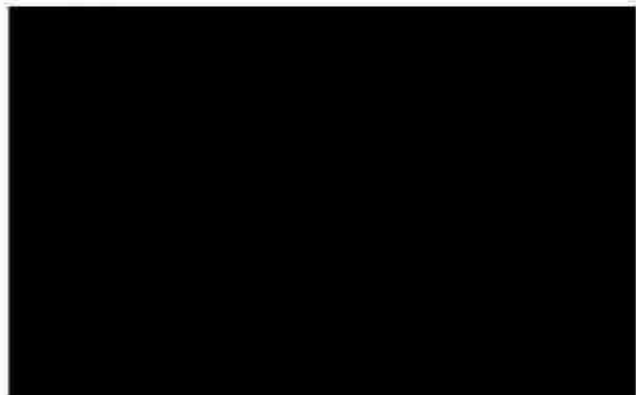
.....
(As attorney on behalf of Linden Limited
pursuant to a Power of Attorney dated
[30th June 2023])

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:





(As attorney on behalf of Vistry Linden Limited pursuant to a Power of Attorney dated [30th June 2023])

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



(As attorney on behalf of Vistry Linden Limited pursuant to a Power of Attorney dated [30th June 2023])

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



SCHEDULE 1

Part 1

Freehold Interests

The Owner is the freehold owner of the part of the Site the title to which is registered at the Land Registry with Title Absolute under Title Number SK389507

Part 2

Description of the Site

Freehold land to the north side of Norton Road, Thurston within registered title number SK389507 shown edged red for identification only on the Plan.

SCHEDULE 2

THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

Part 1

The Owner shall give the District Council Notice of Actual Commencement not less than ten (10) Working Days' following Commencement of the Development

Part 2A

Affordable Housing

- 1 Prior to Commencement of Development to agree with the District Council on the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred (unless otherwise agreed in writing with District Council).
- 2 The Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme.
- 3 Subject to paragraph 8 of this Part 2A of Schedule 2 below the Owner shall:
 - 3.1 not Occupy or permit Occupation of more than thirty three (33) of the Market Housing Units until twenty two (22) of the Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to the Registered Provider; and
 - 3.2 not Occupy or permit Occupation of more than fifty five (55) of the Market Housing Units until all of the Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to the Registered Provider
- 4 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
 - 4.1 with vacant possession;
 - 4.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

- 4.3 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
 - 4.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development; and
 - 4.5 subject to a covenant to enter into the Affordable Housing Nomination Agreement with the District Council prior to Occupation of an Affordable Housing Unit
- 5 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 6 and 7 of this Part 2A of Schedule 2 below
- 6 The District Council and the Owner agree that the obligations and restrictions contained in this Part 2A of Schedule 2 shall not bind:
- 6.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 7 of this Part 2A of Schedule 2;
 - 6.2 any RTA Purchaser;
 - 6.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
 - 6.4 a leaseholder of a Shared Ownership Dwelling who has exercised their right under a shared ownership lease to acquire 100% of the equity of their property;
or
 - 6.5 a Chargee of the persons in paragraphs 6.1–6.4 of this Part 2A of Schedule 2; or
 - 6.6 any person or body deriving title through or from any of the parties mentioned in this paragraph 6 of this Part 2A of Schedule 2

7 The obligations in this Schedule shall not be binding upon a Chargee seeking to dispose of any or part of an Affordable Housing Unit or any persons or bodies deriving title through a Chargee PROVIDED THAT:

7.1 Such Chargee shall first give notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider or to the 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, costs and expenses; and

7.2 If such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Housing Unit(s)

PROVIDED FURTHER THAT at all times the rights and obligations in this paragraph 7 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage

8 In the event that the Registered Provider (within two months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owner to transfer the Affordable Housing Units to the Registered Provider pursuant to this Part 2A of Schedule 2 the Owner shall:

8.1 notify the District Council three (3) months prior to the Practical Completion of the first Affordable Housing Unit;

8.2 set out the reasons (together with any supporting evidence to the District Council's satisfaction) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 4 of this Part 2A of Schedule 2;

8.3 submit any other information reasonably requested by the District Council to satisfy why the Owner has not been able to enter into a transfer with the Registered Provider pursuant to paragraph 4 of this Part 2A of Schedule 2 to the extent to enable the District Council to be satisfied in writing and will continue to provide information at the District Council's request until the District

Council is satisfied that the Owner has after reasonable attempts not been able to enter into a transfer with the Registered Provider pursuant to paragraph 4 of this Part 2A of Schedule 2;

- 8.4 calculate a commuted sum to be agreed by and paid to the District Council (or such other body as the District Council may elect) in lieu of providing the Affordable Housing Units on the Site such commuted sum calculated in accordance with the District Council's current policies and practices as are applicable at the time of the calculation and as may be paid to the District Council in phases in accordance with any phased payment of the commuted sum agreed with the District Council;
- 8.5 any commuted sum payment received by the District Council (or such other body as the District Council may elect) shall be ring-fenced and shall be used for investment in Affordable Housing within the Mid Suffolk district;
- 8.6 upon the commuted sum payment being received by the District Council (or such other body as the District Council may elect) and the written satisfaction set out in paragraphs 8.2 and 8.3 provided by the District Council the provisions of this Part 2A of Schedule 2 shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of said Dwellings as Market Housing Units.

Part 2B

Affordable Housing Schedule

Land North of Norton Road, Thurston - Phase 3 DC/20/01716
Affordable Housing Schedule of Accommodation

Flat No.	House Type	Beds	Tenure	sq.m	Type	NISS	Part M4 compliance	Handing	Garage & parking	HP
Phase 3 (as per pending hybrid application DC/20/01716)										
107	A10L GF	1B2P	Affordable rented	50.04	Maisonette	Yes	M4(2)	Opposite	Single allocated Parking Space	1Bc
108	A10L FF	1B2P	affordable rented	58.05	Maisonette	Yes	M4(1)	Opposite	Single allocated Parking Space	1Bc
109	A35L	2B3P	affordable rented	94.25	Mid Terrace	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
110	A30L	2B3P	Affordable rented	94.25	End Terrace	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
111	A24L	2B4P	affordable rented	80.00	End Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
112	A34L	2B4P	Affordable rented	80.00	Mid Terrace	Yes	M4(2)	A1	Double Allocated Parking Space	1Bc
113	A10L GF	1B2P	Affordable rented	50.04	Maisonette	Yes	M4(2)	A2	Single allocated Parking Space	1Bc
114	A10L FF	1B2P	affordable rented	58.05	Maisonette	Yes	M4(1)	A2	Single allocated Parking Space	1Bc
118	A24L	2B4P	Shared ownership	80.00	Semidetached	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
119	A24L	2B4P	Shared ownership	80.00	Semidetached	Yes	M4(2)	A1	Double allocated Parking Space	1Bc
124	A24L	2B4P	Shared ownership	80.00	Sem-detached	Yes	M4(2)	A1	Double allocated Parking space	1Bc
125	A24L	2B4P	Shared ownership	80.00	Sem-detached	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
126	A24L	2B4P	Shared ownership	80.00	Sem-detached	Yes	M4(2)	A1	Double allocated Parking Space	1Bc
131	A24L	2B4P	Shared ownership	80.00	Semidetached	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
132	A10L GF	1B2P	affordable rented	50.04	Maisonette	Yes	M4(2)	A1	Single Allocated Parking Space	1Bc
133	A10L FF	1B2P	affordable rented	58.05	Maisonette	Yes	M4(2)	A1	Single Allocated Parking Space	1Bc
134	A10L FF	1B2P	affordable rented	58.05	Maisonette	Yes	M4(1)	A1	Single Allocated Parking Space	1Bc
135	A24L	2B4P	Shared ownership	80.00	Mid Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
136	A24L	2B4P	Shared ownership	80.00	Mid Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
137	A24L	2B4P	Shared ownership	80.00	Mid Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
138	A24L	2B4P	Shared ownership	80.00	Mid Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
139	A24L	2B4P	Shared ownership	80.00	End Terrace	Yes	M4(2)	A1	Double allocated Parking Space	1Bc
141	A10L GF	1B2P	affordable rented	50.04	Maisonette	Yes	M4(2)	Opposite	Single Allocated Parking Space	1Bc
142	A10L FF	1B2P	Affordable rented	58.05	Maisonette	Yes	M4(1)	Opposite	Single allocated Parking Space	1Bc
144	A30L	3B5P	Shared ownership	94.25	Mid Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
145	A30L	3B5P	Shared ownership	94.25	End Terrace	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
146	A26W	2B3P	affordable rented	74.69	End terrace bungalow	Yes	M4(1)(2)(4)	A1	Double Allocated Parking Space	1Bc
147	A26W	2B3P	affordable rented	74.69	Mid terrace bungalow	Yes	M4(1)(2)(4)	Opposite	Double allocated parking space	1Bc
148	A26W	2B3P	affordable rented	74.69	End terrace bungalow	Yes	M4(1)(2)(4)	A1	Double allocated Parking Space	1Bc
149	A26W	2B3P	Shared ownership	74.69	Semidetached bungalow	Yes	M4(1)(2)(4)	A1	Double allocated Parking Space	1Bc
150	A26W	2B3P	Shared ownership	74.69	Semidetached bungalow	Yes	M4(1)(2)(4)	Opposite	Double Allocated Parking Space	1Bc
151	A26W	2B3P	affordable rented	74.69	End terrace bungalow	Yes	M4(1)(2)(4)	A1	Double Allocated Parking Space	1Bc
152	A26W	2B3P	affordable rented	74.69	End terrace bungalow	Yes	M4(1)(2)(4)	Opposite	Double Allocated parking Space	1Bc
153	A26W	2B3P	affordable rented	74.69	End terrace bungalow	Yes	M4(1)(2)(4)	A1	Double Allocated parking Space	1Bc
154	A24L	2B4P	affordable rented	80.00	Semidetached	Yes	M4(2)	A1	Double Allocated Parking Space	1Bc
156	A24L	2B4P	affordable rented	80.00	Semidetached	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
141	A10L GF	1B2P	affordable rented	50.04	Maisonette	Yes	M4(2)	A1	Single Allocated Parking Space	1Bc
143	A10L FF	1B2P	affordable rented	58.05	Maisonette	Yes	M4(1)	A1	Single allocated Parking Space	1Bc
144	A24L	2B4P	affordable rented	80.00	Semidetached	Yes	M4(2)	Opposite	Double allocated Parking Space	1Bc
145	A24L	2B4P	affordable rented	80.00	Semidetached	Yes	M4(2)	A1	Double Allocated Parking Space	1Bc
146	A24L	2B4P	affordable rented	80.00	Semidetached	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
147	A24L	2B4P	affordable rented	80.00	End Terrace	Yes	M4(2)	A1	Double allocated Parking Space	1Bc
148	A24L	2B4P	affordable rented	80.00	Mid Terrace	Yes	M4(2)	Opposite	Double Allocated Parking Space	1Bc
149	A24L	2B4P	affordable rented	80.00	End Terrace	Yes	M4(2)	A1	Double allocated Parking Space	1Bc

Refer to (a) in accordance with The Building Regulations 2010, approved Document M, 2015 (M1) in accordance with 2018 amendments / for use in England.

- M4(1): Category 1 - Viable dwelling
- M4(2): Category 2 - Accessible and Adaptable dwellings
- M4(2)(2)(a): Category 3 - Wheelchair Accessible Dwelling

Part 3

Open Space

- 1 The Owner hereby covenants to submit the Open Space Scheme to the District Council for approval prior to Occupation of any Dwelling.
- 2 The Owner shall provide the Open Space in accordance with the approved Open Space Scheme as agreed pursuant to paragraph 1 of this Part 3 of Schedule 2.
- 3 Following the provision of the Open Space in accordance with the Open Space Scheme the Owner shall invite the District Council in writing to inspect the Open space and identify any works required to be carried out by the Owner on the Open Space to comply with the approved Open Space Scheme to enable the issue of the Open Space Completion Certificate and the Owner shall complete the said works if required and invite the District Council in writing to inspect the Open Space and issue the Open Space Completion Certificate if satisfied or identify any works required to be carried out by the Owner on the Open Space to comply with the approved Open Space Scheme and this process shall be repeated until the District Council has issued the Open Space Completion Certificate and the Owner covenants not to permit the Occupation of more than 84 Dwellings until the Council has issued the Open Space Completion Certificate.
- 4 Upon the expiry of 1 year from the issue of the Open Space Completion Certificate the Owner shall invite the District Council in writing to inspect the Open Space and identify any remedial works required to be carried out on the open space.
- 5 Within 3 months of receipt of any list of remedial works required to be carried out on the Open Space or within the next planting season where this is later and appropriate the Owner shall complete the said remedial works and invite the District Council in writing to inspect the Open Space and issue the Open Space Final Certificate.
- 6 Following receipt of the Open Space Final Certificate the Owner shall thereafter maintain the Open Space in accordance with the approved Open Space Scheme until such time as the Open Space has been transferred to the Nominated Body in accordance with this Deed and the Open Space Scheme.
- 7 Within 30 Working days from receipt of the Open Space Final Certificate the Owner shall offer in writing to transfer the Open Space to the Parish Council in accordance with the Open Space Transfer for the sum of One Pound (£1) and the Parish Council

will have 40 Working Days from receipt of any written offer to accept or reject the transfer. The offer in writing shall be made to Thurston Parish Council, Parish Council Office, New Green Centre, Thurston, Suffolk, IP31 3TG with a copy sent to the Chief Planning Officer of the District Council.

- 8 In the event the Parish Council accepts the written offer pursuant to paragraph 7 of this Part 3 the Owner shall transfer the Open Space to the Parish Council in accordance with the Open Space Transfer for the sum of One Pound (£1) within 12 months of Occupation of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner
- 9 In the event that the Parish Council rejects an offer of the Open Space pursuant to paragraph 7 of this Part 3 or do not complete a transfer of the Open Space pursuant to paragraph 8 of this Part 3 the Owner covenants within 30 Working Days of the Parish Council rejecting an offer pursuant to paragraph 7 of this Part 3 or failing to complete a transfer pursuant to paragraph 8 of this Part 3 to notify the District Council with evidence and thereafter offer in writing to transfer the Open Space to the District Council in accordance with the Open Space Transfer for the sum of One Pound (£1) and the District Council will have 40 Working Days from receipt of any written offer to accept or reject the transfer. The offer in writing shall be sent to the Chief Planning Officer of the District Council and sent via email to the Chief Planning Officer and the Professional Lead Key Sites and Infrastructure Development Manager such email titled "URGENT NOTICE: TIME LIMITED S106 OFFER TO TRANSFER LAND TO THE DISTRICT COUNCIL THURSTON"
- 10 In the event the District Council accepts the written offer pursuant to paragraph 9 of this Part 3 the Owner shall transfer the Open Space to the District Council in accordance with the Open Space Transfer for the sum of One Pound (£1) within 12 months of Occupation of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner
- 11 In the event that the District Council rejects an offer of the Open Space pursuant to paragraph 9 of this Part 3 or do not complete a transfer of the Open Space pursuant to paragraph 10 of this Part 3 the Owner covenants within 30 Working Days of the District Council rejecting an offer pursuant to paragraph 9 of this Part 3 or failing to complete a transfer pursuant to paragraph 10 of this Part 3 to submit for the District Council's written approval details of the proposed Management Company its corporate structure, directors and officers (where known) and the mechanism of funding the

Management Company demonstrating that the proposed Management Company can carry out the management and maintenance of the Open Space which may for the avoidance of doubt include obligations on each purchaser of an individual Dwelling or Custom / Self Build Plot to become a member of the Management Company and to pay a fair proportion of the costs of maintaining the Open Space

- 12 Following the approval of the Management Company in accordance with paragraph 11 of this Part 3 the Owner shall transfer the Open Space to the Management Company in accordance with the Open Space Transfer for the sum of One Pound (£1) within 12 months of Occupation of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner
- 13 In the event that the Owner transfers the Open Space to the Management Company the Owner shall also make suitable arrangements to the reasonable satisfaction of the District Council for the continued maintenance of the Open Space in the event of the Management Company going into liquidation or otherwise becoming insolvent
- 14 The Owner covenants that any dead or dying trees or flora which make up the Open Space are to be replaced during the 5 year period following receipt of the Open Space Final Certificate.

Part 4

Community Facilities Contribution

The Owner covenants to pay the Community Facilities Contribution to the District Council prior to Occupation of 30 Dwellings.

Part 5

Parish Notice Boards

- 1 The Owner covenants with the District Council that it shall submit the Parish Notice Board Scheme to the District Council for approval prior to Commencement of Development (unless otherwise agreed in writing with the District Council)

- 2 The Owner shall implement the Parish Notice Board Scheme from first Occupation of any Dwelling and the Owner shall thereafter be responsible for the management and maintenance of the same in accordance with the Parish Notice Board Scheme (unless otherwise agreed with the District Council). The board/boards provided pursuant to the Parish Notice Board Scheme shall be retained and maintained in good order in perpetuity unless until the Council formally agrees in writing to the removal/replacement of the said board/boards
- 3 The content of material displayed on the board/boards provided pursuant to the Parish Notice Board Scheme shall be a matter for the Parish Council only and they shall be given secure access to the display areas of the said board/boards provided pursuant to the Parish Notice Board Scheme for the purpose of displaying notices.

Part 6

Dog Bins

- 1 The Owner covenants with the District Council that it shall submit the Dog Bin Scheme to the District Council for approval prior to first Occupation of any Dwelling (unless otherwise agreed in writing with the District Council)
- 2 The Owner shall implement the Dog Bin Scheme from first Occupation of any Dwelling and the Owner (or their nominee which for the avoidance of doubt may be the Nominated Body) shall thereafter be responsible for the management and maintenance of the same in accordance with the Dog Bin Scheme (unless otherwise agreed with the District Council)

Part 7

Parish Liaison Scheme

- 1 The Owner covenants with the District Council that it shall submit the Parish Liaison Scheme to the District Council for approval prior to Commencement of Development (unless otherwise agreed in writing with the District Council)
- 2 The Owner shall comply with the Parish Liaison Scheme until the Completion of Development (unless otherwise agreed with the District Council)

Part 8

Custom / Self Build Housing

1 Prior to the first Occupation of any Dwelling the Owner shall submit to the District Council for its approval:

1.1 written details of such Custom / Self Build Plots to be provided to include:

1.1.1 the basis on which the Custom / Self Build Plots are to be advertised or otherwise promoted and transferred to and (upon completion of the development of each Custom / Self Build Plot) occupied by potential Custom / Self Build Housebuilders including arrangements to ensure these are offered to Custom / Self Build Housebuilders

1.1.2 the terms and conditions to be included in the transfers of the Custom / Self Build Plots including (without limitation) any and all rights and entitlements restrictions limitations liabilities timescales and the terms of any rights of pre-emption imposed on the transferees in favour of the Owner or any other party and the Custom / Self Build Housebuilder to comply with the approved Custom/ Self Build Design and Sustainability Statement in perpetuity; and

1.2 a Custom / Self Build Design and Sustainability Statement for the approval of the District Council

PROVIDED THAT if the District Council fails within forty (40) Working Days to notify the Owner of its approval or otherwise of the written details submitted pursuant to paragraph 1.1 and/or the Custom / Self Build Design and Sustainability Statement the Owner shall be entitled to assume deemed approval of the same

2 The Owner shall only market the Custom / Self Build Plots at full arms-length open market value or below to Custom/ Self Build Housebuilders, such marketing to include the Custom / Self Build Design and Sustainability Statement and in accordance with the approved details pursuant to paragraph 1.1.1 and 1.1.2 of this Part 8 and the Owner shall notify the District Council of the date of marketing within ten (10) Working Days.

3 The Owner covenants that the Custom / Self Build Plots will be provided as Custom / Self Build Plots and further covenants not to dispose of the Custom / Self Build Plots

other than to Custom / Self Build Housebuilders or to the District Council for the purpose of Custom / Self Build Plots.

- 4 Prior to the marketing of each or any of the Custom / Self Build Plots to issue and notify the Council that the Custom / Self Build Plots have been provided with access to a public highway and connections for electricity, telecommunications, water and waste water
- 5 The Owner covenants to notify the Council upon each and every disposal of a Custom / Self Build Plot with the details of the purchaser of the Custom / Self Build Plot including evidence that the purchaser of the Custom / Self Build Plot is a Custom / Self Build Housebuilder.
- 6 If the Owner is able to demonstrate to the Council's satisfaction that there has been no interest a relevant Custom / Self Build Plot following marketing for a period of 24 months and/or no contract for sale has been entered into during this period then the obligations within this Part 8 shall cease to apply in relation to that Custom / Self Build Plot and the Owner shall be subsequently entitled to dispose and/or develop the relevant Custom / Self Build Plot on the open market and as a Market Housing Unit free of the restrictions in this Part 8

Part 9

Air Source Heat Pump

- 1 The Owner covenants to agree in writing with the District Council the details of the Air Source Heat Pump system prior to any development above slab level.
- 2 The Owner covenants to provide all Dwellings (100%) with the approved Air Source Heat Pump system designed to and capable of meeting the heating and hot water needs of the Occupiers of that Dwelling as part of the build and such system to be fully operational prior to Occupation of each relevant Dwelling.
- 3 The Owner covenants not to Occupy or allow Occupation of each Dwelling until the Air Source Heat Pump system is fully operational for each relevant Dwelling.

Part 10

Dwelling Electric Vehicle Charging

- 1 The Owner covenants to agree in writing with the District Council the details of the Electric Vehicle Charging Apparatus including type and specification prior to any development above slab level.
- 2 The Owner undertakes to provide every Dwelling (100%) with its own operational Electric Vehicle Charging Apparatus as agreed in writing with the District Council. Such apparatus shall be installed and operational prior to Occupation of each relevant Dwelling in accordance with the District Council approved details in accordance with this Part 10.
- 3 The Owner covenants not to Occupy or allow Occupation of each Dwelling until the Electric Vehicle Charging Apparatus is fully operational for each relevant Dwelling.

Part 11

Public Electric Vehicle Charging

- 1 The Owner covenants to agree in writing with the District Council the details of the Public Electric Vehicle Charging Point to be provided as part of the Development, such details to include the type, specification, location and financial charges (with any changes to those charges having first been approved in writing by the Council) for use of the Public Electric Vehicle Charging Point
- 2 The Owner covenants to provide the agreed operational Public Electric Vehicle Charging Point prior to Occupation of the 25th Dwelling. The Public Electric Vehicle Charging Point shall thereafter be maintained in good working order by the Owner or its nominee, such nominee to be agreed in writing with the District Council.

Part 12

Woodland

- 1 Prior to the Occupation of the 85th Dwelling the Owner shall request that the District Council inspects the Woodland and identifies any works required to be carried out by the Owner to the Woodland to comply with the Woodland Management Plan and Woodland Management Plan Objectives to enable the issue of the Woodland Management Certificate (required up to the point of inspection) and the Owner shall complete the said works if required and invite the District Council in writing to inspect the Woodland and issue the Woodland Management Certificate if satisfied or identify any works required to be carried out by the Owner on the Woodland to comply with the approved Woodland Management Plan and Woodland Management Plan Objectives and this process shall be repeated until the District Council is satisfied that the Woodland has been maintained and the Woodland Management Plan Objectives (required up to the point of inspection) have been complied with and has issued the Woodland Management Certificate and the Owner covenants not to permit the Occupation of more than 84 Dwellings until the Council has issued the Woodland Management Certificate
- 2 Following the receipt of the Woodland Management Certificate the Owner shall thereafter maintain the Woodland in accordance with the Woodland Management Plan and Woodland Management Plan Objectives until such time as the Woodland has been transferred to the Nominated Body in accordance with this Deed and the Woodland Transfer
- 3 Within 30 Working Days of receipt of the Woodland Management Certificate the Owner shall offer in writing to transfer the Woodland to the Parish Council in accordance with the Woodland Transfer for the sum of One Pound (£1) and the Parish Council will have 40 Working Days from receipt of any written offer to accept or reject the transfer. The offer in writing shall be made to Thurston Parish Council, Parish Council Office, New Green Centre, Thurston, Suffolk, IP31 3TG with a copy sent to the Chief Planning Officer of the District Council.
- 4 In the event the Parish Council accepts the written offer pursuant to paragraph 3 of this Part 12 the Owner shall transfer the Woodland to the Parish Council in accordance with the Woodland Transfer for the sum of One Pound (£1) within 12 months of

Occupation of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner

- 5 In the event that the Parish Council rejects an offer of the Woodland pursuant to paragraph 3 of this Part 12 or do not complete a transfer of the Woodland pursuant to paragraph 4 of this Part 12 the Owner covenants within 30 Working Days of the Parish Council rejecting an offer pursuant to paragraph 3 of this Part 12 or failing to complete a transfer pursuant to paragraph 4 of this Part 12 to notify the District Council with evidence and thereafter offer in writing to transfer the Woodland to the District Council in accordance with the Woodland Transfer for the sum of One Pound (£1) and the District Council will have 40 Working Days from receipt of any written offer to accept or reject the transfer. The offer in writing shall be sent to the Chief Planning Officer of the District Council and sent via email to the Chief Planning Officer and the Professional Lead Key Sites and Infrastructure Development Manager such email titled "URGENT NOTICE: TIME LIMITED: S106 OFFER TO TRANSFER LAND TO THE DISTRICT COUNCIL THURSTON"
- 6 In the event the District Council accepts the written offer pursuant to paragraph 5 of this Part 12 the Owner shall transfer the Woodland to the District Council in accordance with the Woodland Transfer for the sum of One Pound (£1) within 12 months of Occupation of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner
- 7 In the event that the District Council rejects an offer of the Woodland pursuant to paragraph 5 of this Part 12 or do not complete a transfer of the Woodland pursuant to paragraph 6 of this Part 12 the Owner covenants within 30 Working Days of the District Council rejecting an offer pursuant to paragraph 6 of this Part 12 or failing to complete a transfer pursuant to paragraph 6 of this Part 12 to submit for the District Council's written approval details of the proposed Management Company its corporate structure, directors and officers (where known) and the mechanism of funding the Management Company demonstrating that the proposed Management Company can carry out the management and maintenance of the Woodland which may for the avoidance of doubt include obligations on each purchaser of an individual Dwelling or Custom / Self Build Plot to become a member of the Management Company and to pay a fair proportion of the costs of maintaining the Woodland
- 8 Following the approval of the Management Company in accordance with paragraph 7 of this Part 12 the Owner shall transfer the Woodland to the Management Company in

accordance with the Woodland Transfer for the sum of One Pound (£1) within 12 months of Occupation of the of the 95th Dwelling or within 12 months from the period beginning 18 months following commencement of Phase 3, whichever is the sooner

- 9 In the event that the Owner transfers the Woodland to the Management Company the Owner shall also make suitable arrangements to the reasonable satisfaction of the District Council for the continued maintenance of the Woodland in the event of the Management Company going into liquidation or otherwise becoming insolvent

SCHEDULE 3
THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

Part 1

Education Contributions

- 1 The Owner covenants to pay the Education Land Contribution to the County Council prior to Occupation of more than 150 of the Dwellings
- 2 The Owner covenants not to Occupy more than 150 Dwellings until the Education Land Contribution has been paid to the County Council,
- 3 The Owner covenants to pay the Primary Education Contribution BCIS Indexed to the County Council prior to Occupation of more than 150 of the Dwellings
- 4 The Owner covenants not to Occupy more than 150 Dwellings until the Primary Education Contribution BCIS Indexed has been paid to the County Council.
- 5 The Owner covenants to pay the Early Years Education Contribution BCIS Indexed to the County Council prior to Occupation of more than 150 of the Dwellings
- 6 The Owner covenants not to Occupy more than 150 Dwellings until the Early Years Education Contribution BCIS Indexed has been paid to the County Council.

Part 2

MOVA Contribution

- 1 The Owner covenants to pay the MOVA Contribution BCIS Indexed to the County Council prior to the Commencement of Development.
- 2 The Owner covenants not to Commence Development prior to paying the MOVA Contribution BCIS Indexed to the County Council

Part 3

Travel

The Owner hereby covenants with the County Council:

Interim Travel Plan

- 1 To submit the Interim Travel Plan to the County Council for written approval six (6) months prior to Occupation of the first Dwelling and covenants not to allow or permit Occupation of the first Dwelling until the Interim Travel Plan has been submitted to and approved by the County Council
- 2 To implement the Interim Travel Plan as approved by the County Council

Travel Information Pack

- 3 To submit a draft Travel Information Pack to the County Council for approval no later than one (1) month prior to the first Occupation of the first Dwelling and further covenants not to allow the Occupation of the first Dwelling unless and until the draft Travel Information Pack has been submitted to and approved by the County Council PROVIDED THAT if the County Council fails within twenty (20) Working Days to notify the Owner its approval or otherwise of the draft Travel Information Pack the Owner shall be entitled to assume deemed approval of the draft Travel Information Pack and PROVIDED FURTHER THAT the Owner may assume that the 'Resident Travel Pack' approved pursuant to paragraph 4 of Part 3 of the Fourth Schedule of the Original Agreement is an approved Travel Information Pack for the purpose of paragraph 3 of this Part 3.
- 4 The Owner covenants to provide a Travel Information Pack to the first occupier of each Dwelling and the first occupier of each Custom/ Self Build Plot upon Occupation.

Full Travel Plan

- 5 To submit the Full Travel Plan to the County Council for written approval by the County Council prior to the first Occupation of the sixtieth (60th) Dwelling and covenants not to allow or permit first Occupation of more than fifty-nine (59) Dwellings until the Full Travel Plan has been submitted to and approved by the County Council
- 6 To implement the Full Travel Plan as approved by the County Council in full

Full Travel Plan Monitoring Report

- 7 To submit the Full Travel Plan Monitoring Report to the County Council on an annual basis on the anniversary of the first Occupation of the sixtieth (60th) Dwelling for a period of five (5) years or until one (1) year has passed after Occupation of the final Dwelling pursuant to the Planning Permission and the Original Permission, whichever is the later

Travel Plan Co-Ordinator

- 8 To appoint the Travel Plan Coordinator no later than six (6) months prior to first Occupation of the first Dwelling; and
- 9 To pay the Travel Plan Coordinator's costs in respect of fulfilling the Travel Plan Coordinator's role

Travel Plan Notice

- 10 The Owner covenants to carry out the actions in the Travel Plan Notice served by the County Council on the Owner within twenty-eight (28) days of the date of service of the Travel Plan Notice
- 11 The Owner acknowledges that if, after twenty-eight (28) days from the date of service of the Travel Plan Notice, the Owner has failed in the reasonable opinion of the County Council to comply with the requirements of the Travel Plan Notice which relate to either the Interim Travel Plan and/or the Full Travel Plan and/or the Travel Information Pack the Owner will be in breach of this Deed and the County Council shall be entitled to take such action, as it considers reasonably appropriate in the circumstances, in respect of that breach

Travel Plan Remedial Measures Notice

- 12 The Owner covenants to carry out the measures and/or actions in the Travel Plan Remedial Measures Notice served by the County Council on the Owner within the timescales identified within the Travel Plan Remedial Measures Notice
- 13 If the Owner has failed in the reasonable opinion of the County Council to comply with the measures and/or actions specified in a Travel Plan Remedial Measures Notice within the timescales specified therein the Owner acknowledges that they will be in

breach of this Deed and that the County Council may take such action in respect of that breach or breaches as it considers appropriate in the circumstances.

Travel Plan Monitoring Fee

- 14 The Owner covenants to pay One Thousand Pounds (£1000) RPI Indexed of the Travel Plan Monitoring Fee to the County Council before first Occupation of the 60th Dwelling and thereafter to pay a further One Thousand Pounds (£1000) RPI Indexed of the Travel Plan Monitoring Fee to the County Council no later than each subsequent anniversary thereafter for a minimum period of five years or until the first Occupation of the final Dwelling whichever is the longer.
- 15 The Owner covenants not to Occupy (or allow, cause or permit the Occupation of) the 60th Dwelling unless and until One Thousand Pounds (£1000) RPI Indexed of the Travel Plan Monitoring Fee has been paid to the County Council.

Cycleway Extension

- 16 The Owner covenants to submit the details of the Cycleway Extension for approval by County Council prior to Commencement of Development
- 17 The Owner covenants to deliver the Cycleway Extension in the form approved by the County Council under the terms of a Highway Agreement prior to Occupation of any Dwelling.

Tiger Crossings

- 18 Subject to paragraph 22 below the Owner covenants to submit the details of the Tiger Crossings for approval by County Council prior to Occupation of the 151st Dwelling within the Whole Development (unless otherwise agreed in writing with the County Council).
- 19 Subject to paragraph 22 below the Owner covenants not to Occupy or permit Occupation of more than 150 Dwellings within the Whole Development prior to submitting the details of the Tiger Crossings for approval by the County Council (unless otherwise agreed in writing with the County Council).
- 20 Subject to paragraph 22 below the Owner covenants to deliver the Tiger Crossings in the form approved by the County Council under the terms of a Highway Agreement

prior to Occupation of the 201st Dwelling within the Whole Development (unless otherwise agreed in writing with the County Council).

- 21 Subject to paragraph 22 below the Owner covenants not to Occupy or permit Occupation of more than 200 Dwellings within the Whole Development prior to delivery of the Tiger Crossings in the form approved by the County Council under the terms of a Highway Agreement (unless otherwise agreed in writing with the County Council).
- 22 Should the details of the Tiger Crossings be agreed by the County Council or a third party (or a Highway Agreement to secure the delivery of the Tiger Crossings has been entered into with a third party) prior to the 151st Dwelling Occupation within the Whole Development the covenants at paragraphs 18 to 21 above shall fall away and no longer apply and the Owner shall instead pay to the County Council the Additional Highways Contribution (unless otherwise agreed with the County Council).

SCHEDULE 4

DISTRICT COUNCIL'S COVENANTS

The District Council hereby covenants with the Owner as follows:

- 1 The District Council will issue the completed Planning Permission on or within seven (7) Working Days of the date of this Deed
- 2 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 3 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 4 The District Council will hold any sums payable under this Deed in an interest-bearing account and at the end of ten years from the date of Completion of Development the District Council shall return to the party who made the payment all money in that account which has not been spent or committed on the intended purpose as specified in this Deed
- 5 The District Council shall use all sums paid under this Deed for the purposes specified in this Deed
- 6 The District Council shall use reasonable endeavours to respond to the Owner's submission of the Open Space Scheme within 30 Working Days of receipt

SCHEDULE 5
COUNTY COUNCIL'S COVENANTS

Part 1

Primary Education Contribution, Early Years Education Contribution and Education Land Contribution

- 1 The County Council covenants to use or pass on to a third party the Primary Education Contribution towards the construction of the Primary School
- 2 The County Council covenants to use or pass on to a third party the Education Land Contribution towards the costs of the land in Thurston upon which the Primary School was constructed.
- 3 The County Council covenants to use or pass on to a third party the Early Years Education Contribution for the provision of a new pre-school facility in Thurston serving the Development
- 4 Subject to paragraph 5 of this Part 1 of Schedule 5 of this Deed the County Council shall if requested to do so in writing after the expiry of ten (10) years from the Completion of Development within a further period of one (1) year pay to any person such amount of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the amount to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payment shall be made within twenty-eight (28) Working Days of such request
- 5 Where the County Council has transferred the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution received under Part 1 of Schedule 4 of this Deed to a third party, the period of twenty-eight (28) Working Days set out in paragraph 4 of this Schedule 5 shall only commence following receipt by the County Council from the third party of any amount of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution which has not been committed or expended by the third party.

- 6 Subject to paragraph 7 of this Schedule 5 if any part of the Education Land Contribution, Primary Education Contribution or Early Years Education Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owners after the expiry of ten (10) years from Completion of Development within a further period of one (1) year notify the Owners that such monies have been spent or committed such notice to include full details of what the said monies were spent or committed to
- 7 The County Council shall not be required to comply with paragraph 6 of this Schedule 5 until the County Council has received from the third party full details of what the said monies were spent on or committed to by the third party whereafter such notice required by paragraph 6 of this Schedule 5 shall be provided by the County Council within twenty-eight (28) Working Days of receipt of full details from the third party

Part 2

MOVA Contribution

- 1 The County Council hereby agrees and covenants to utilise the MOVA Contribution for the purposes stated in this Deed.
- 2 The County Council shall if requested to do so in writing after the expiry of ten (10) years from Completion of Development within a further period of one (1) year pay such amounts still held by the County Council of the MOVA Contribution paid in accordance with the provisions of this Deed which have not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued on the relevant amounts to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payments shall be made within twenty-eight (28) Working Days of such request. When the MOVA Contribution paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon further written request by the Owner after the expiry of five (5) years from the payment of the relevant sum or sums within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

Part 3

Travel Plan

The County Council covenants to consider and approve the Interim Travel Plan, the Full Travel Plan and the Travel Information Pack without unreasonable delay upon receipt and in any event in a timely manner so as to not impede the implementation of the Development

SCHEDULE 6

VARIATIONS TO THE ORIGINAL AGREEMENT

The Parties agree that the Original Agreement shall be varied as follows:

- 1 The definitions in Clause 1 of the Original Agreement shall be varied as follows:
 - 1.1 The definition of "*Affordable Housing Scheme*" shall be deleted and replaced with:

"means the details of the affordable housing shown on the Phase 1 Affordable Housing Plan and the Site Plan (concerning phase 2) (unless otherwise agreed in writing)"
 - 1.2 A new definition of "*Phase 1 Affordable Housing Plan*" shall be added as follows:

"the plan marked "Phase 1 Site Layout" with drawing number P18-2417-04 Rev E attached to this Deed"

and drawing number P18-2417-04 Rev E shall be attached to the original agreement
 - 1.3 The definitions of "*Custom / Self Build Plots*" and "*Custom / Self Build Housing*" shall be deleted.
 - 1.4 The definition of "*Development*" shall be amended to read "the Development of the Site for the erection of 140 dwellings pursuant to the Planning Permission and in accordance with the reserved matter approvals dated 16 October 2019 under reference DC/19/01602 and 8 November 2022 under reference DC/20/01249 comprising Phase 1 and Phase 2 of the development permitted by the Planning Permission as identified on the Site Plan
 - 1.5 A new definition of "*Phase 1*" shall be added as follows:

"means the land to be developed pursuant to the Planning Permission the extent of which is marked "Phase 1" on the Phasing Plan"
 - 1.6 A new definition of "*Phase 2*" shall be added as follows:

"means the land to be developed pursuant to the Planning Permission the extent of which is marked "Phase 2" on the Phasing Plan"

- 1.7 A new definition of "Phasing Plan" shall be added as follows:

"means the plan appended to this Deed and titled "Phasing Plan" bearing reference P18-2417-78 Rev C (unless otherwise agreed with the District Council)"

and the drawing reference P18-2417-78 Rev C shall be added to the Original Agreement

- 1.8 The definition of "Site" shall be deleted and replaced with:

"the land against which this Deed may be enforced and as shown edged light blue and marked "Approved Phase 1" and dark blue and marked "Phase 2" for identification purposes only on the Site Plan but not including the land described on the Site Plan as "Primary School Site" shaded blue ("Primary School Site") save that for the avoidance of doubt the provisions of Part 4, the Fourth Schedule shall be enforceable in respect of the Primary School Site but no other provisions of this Deed shall be"

- 1.9 The definition of "Site Plan" shall be deleted and replaced with:

"the plan marked with drawing number P18-2417-72 Rev H attached to this Deed"

and the drawing attached to the Original Agreement shall be replaced accordingly with drawing number P18-2417-72 Rev H.

- 1.10 The following shall be added to paragraph 2.3 of Part 1 of the Fourth Schedule:

"and for the purposes of this paragraph 2.3 reference to the 125th Dwelling shall be a reference to the 125th dwelling Occupied pursuant to the Planning Permission and the planning permission granted pursuant to DC/20/01716 combined"

- 1.11 Paragraph 7 of Part 3 of the Fourth Schedule shall be replaced with:

"To submit the Full Travel Plan Monitoring Report to the County Council on an annual basis on the anniversary of the first Occupation of the hundredth (100)

Dwelling for a period of five (5) years or until one (1) year has passed after the occupation of the final dwelling pursuant to the Planning Permission and the planning permission granted pursuant to DC/20/01716 combined, whichever is the later"

SCHEDULE 7
AFFORDABLE HOUSING NOMINATION AGREEMENT
DRAFT DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN

(1) [ENTER NAME OF RP]

and

(2) **MID SUFFOLK DISTRICT COUNCIL**

Relating to

relating to land North of Norton Road, Thurston

DC/20/01716

[Enter Date of S106 Agreement:]

Shared Legal Services
Mid Suffolk District Council
Council Offices
Endeavour House
8 Russell Road
Ipswich IP1 2BX

Part I

Provisions relating to Affordable Rent Units – Pages 3 to 11

Part II

Provisions relating to Shared Ownership Units – Pages 11 to 19

(Delete this page if only one part is used)

DRAFT

THIS DEED OF NOMINATION RIGHTS

is made [enter date at completion]

BETWEEN:

(1) **[Enter name of RP]** whose registered address is **[enter RP'S address]**

('the RP') and

(2) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road Ipswich
Suffolk, IP1 2BX

('the Council')

'the Parties'

Part I - Provisions relating to Affordable Rent Units

1. Definitions

1.1. 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in July 2021 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government.

1.2. 'Affordable Housing Location Plan' means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:

- i) the Affordable Housing Units and their location;
- ii) the number of bedrooms per Dwelling;
- iii) street name and postal address; and
- iv) tenure.

1.3. 'Affordable Housing Unit' means [enter number] Dwellings ([enter percentage number] % of the Dwellings) which shall be Affordable Rent Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.

1.4. 'Affordable Rent' means rent charged at a level up to 80% of the equivalent Market Rent including any service charges applicable. Rents will be set, and may be adjusted over time, in accordance with the Government's policy for Affordable Rents as set out in the Rent Standard of April 2023 and any subsequent update or such Government policy which may succeed it.

1.5. 'Affordable Rent Unit' means an Affordable Housing Unit made available by a RP as low cost rental accommodation (as defined in Section 69 of the Housing and Regeneration Act 2008).

1.6. 'Allocations Policy' means the policy adopted by the Council which governs households that are eligible to Occupy Affordable Housing, in line with its statutory duties.

1.7. 'Chargee' means any mortgagee or chargee of the RP or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.

1.8. 'Choice Based Lettings Scheme' means the allocation process that the Council has adopted for allocating social housing or any allocation process which may succeed it.

1.9. 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.

1.10. 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings Scheme (or any replacement or similar system in place at the time).

1.11. 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.

1.12. 'Initial Let' means the first tenancy of a newly constructed and previously unoccupied Affordable Rent Unit.

1.13. 'Local Connection' means a connection to the District of [enter name] and as defined in the Allocations Policy.

1.14. 'Local Connection Criteria' means the requirements that need to be met for a Local Connection as set out in the Allocations Policy.

1.15. 'Market Rent' means, in relation to accommodation, an estimate of its market rent inclusive of all service charges at the time the tenancy is granted that is based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors.

1.16. 'Notice of Practical Completion' means a written notice (in a form to be agreed between the RP and the Council) to be given to the Council within two (2) weeks from the issue date of the certificate of Practical Completion. The function of such notice being the notification to the Council by the RP of the expected date on which the construction and fitting out of the Affordable Rented Units will be complete and ready to let.

1.17. 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display, or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

1.18. 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.

1.19. 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number [insert number] subject to conditions, and also to obligations in the section 106 (Town and Country Planning Act 1990) agreement dated [insert date].

1.20. 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.

1.21. 'Property' means the land at [enter full address of land] shown edged red on the Plan.

1.22. 'Registered Provider' or 'RP' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.

1.23. 'Rent Standard' means the Government's Policy Statement on rents for social housing updated in April 2023, and any subsequent update or policy which may succeed it.

1.24. 'Service Level Agreement' or 'SLA' means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the RP and the Council.

1.25. 'Tenancy Agreement' means a contract in a form prepared by the RP which sets out the legal terms and conditions of the tenancy, and which conforms with the requirements of the Tenancy Standard.

1.26. 'Tenancy Standard' means the Government's standards in respect of the letting of Affordable Housing published on 1 April 2012, as updated, and any such Government policy which may succeed it.

1.27. 'Void' means an Affordable Rent Unit which is vacant, otherwise than as a result of the tenant having:

- 1) moved to other accommodation due to a temporary decant provided by the RP;
- 2) moved to other accommodation under a reciprocal arrangement between the Council or RP and another Council or RP; or
- 3) moved to other accommodation by way of a mutual exchange.

and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of the new tenancy.

2. Enabling Provisions

This deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers.

3. Procedure

The Parties agree that the Service Level Agreement procedure to which they are signatories as part of the Gateway to Homechoice, Choice Based Lettings Scheme (or any such successor) and the Local Connection Criteria therein shall apply to the nomination of persons in respect of the Affordable Rent Units.

4. Initial Let

In relation to the Initial Let of any Affordable Rent Unit, the following provisions will apply:

- 1) the RP shall give the Council not less than twelve (12) weeks' written notice of the date when the Affordable Rent Units will be ready for occupation; and
- 2) the RP shall serve Notice of Practical Completion upon the Council within two (2) weeks of the date of a certificate of Practical Completion being issued; and
- 3) the Initial Let will be let in accordance with the SLA.

5. Voids

Should any Affordable Rent Unit become a Void after the Initial Let, or the RP has reasonable cause to believe it will become a Void, then it will be let in accordance with the SLA.

6. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies:

- 1) To ensure that each of the Affordable Rent Units that are acquired by the RP are Occupied as Affordable Housing Units.

- 2) To ensure that each of the Affordable Rent Units that are acquired by the RP are let to households with a Local Connection (unless otherwise agreed in writing with the Council and subject to the remaining terms of this deed).
- 3) To ensure that a Tenancy Agreement at an Affordable Rent is retained and managed by the RP.
- 4) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Rent Units will be ready for Occupation.

7. Variation of nomination rights

The Council and the RP agree that the nomination rights contained in this deed may be varied from time to time by agreement in writing by the Parties.

8. Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing and any notice shall be deemed to have been served two (2) working days after posting or, in the case of electronic mailing, the day on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Babergh / Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider	As per the address provided at the beginning of this deed or by email: [enter email address]

9. Transfer to other RPs

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred (other than by direction of Homes England under its statutory powers) shall enter into a similar deed mutatis mutandis with the Council and Gateway to Homechoice (or other such successor scheme) simultaneously on completing the transfer of the Property.

10. Disputes

Where any matters fail to be agreed between the Parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the Parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing or relevant body on the application of either party.

11. Agreements and declarations

The Parties agree:

11.1. Nothing in this deed fetters or restricts the exercise by the Council of any of its powers.

11.2. The obligations and covenants contained in this deed are covenants for the purpose of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

11.3. From the issue date of a certificate of Practical Completion of each of the Affordable Rent Units acquired by the RP, the Affordable Rent Units shall be let in accordance with the terms of this deed, save that the obligations and restrictions contained in this deed shall not be binding on:

11.3.1 any Chargee of the whole or any part of the Affordable Rent Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

11.3.1.1. Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

11.3.1.2. if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in clause

11.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

11.3.2 Any tenant that:

11.3.2.1 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

11.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this clause 11.3.

(delete execution section below if both Part I and Part II are used)

AS WITNESS whereof the Parties have executed this instrument as a Deed hereto the day and year first above written

Signatories:

Babergh District Council/ Mid Suffolk District Council (delete as appropriate)

Registered Provider

Part II – Provisions relating to Shared Ownership Units

1. Definitions

1.1 'Affordable Housing' has the meaning given to it in Annex 2 of the National Planning Policy Framework published in July 2021 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government.

- 1.2 'Affordable Housing Location Plan' means a document consistent with the provision of Affordable Housing Units pursuant to the Planning Permission detailing the following:
- i) the Affordable Housing Units and their location;
 - ii) the number of bedrooms per Dwelling;
 - iii) street name and postal address; and
 - iv) tenure.
- 1.3 'Affordable Housing Unit' means [enter number] Dwellings ([enter percentage number] % of the Dwellings) which shall be Shared Ownership Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly.
- 1.4 'Capital Funding Guide' means the rules and procedures for all providers delivering Affordable Housing through one of Homes England's affordable homes programmes and any successor guidance fulfilling the same function.
- 1.5 'Chargee' means any mortgagee or chargee of the RP, or any receiver or manager (including an administrative receiver) appointed by such a mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator.
- 1.6 'Dwelling' means a dwelling (including a house flat maisonette or bungalow and including both market housing units and Affordable Housing Units) to be constructed pursuant the Planning Permission and 'Dwellings' shall be construed accordingly.
- 1.7 'Homes England' means the non-departmental public body known as Homes England or any successor organisation who is charged with the function of investing in the provision of Affordable Housing.
- 1.8 'Initial Purchase' means the initial equity purchase representing the first sale of the Shared Ownership Unit.
- 1.9 'Local Connection' means a connection to the District of [enter name] and as defined in the Local Connection Criteria.

1.10 'Local Connection Criteria' means the requirements that need to be met by an individual for a Local Connection as follows (for the avoidance of doubt, this is not in priority order):

- (i) Their only or principal home is within the administrative boundaries of the District in which the property is located; or
- (ii) They were placed in specialised housing which is not available in the relevant District but had a local connection to the relevant District previously through residence; or
- (iii) They (not a member of their household) are in permanent paid work within the District in which the property is located; or
- (iv) They have a son, daughter, brother, sister, mother or father, who is aged 18 or over and lives in the administrative area of the District and has done so for at least five years; or
- (v) They are a homeless care leaver aged 18 – 20 who have been looked after by Suffolk County Council and were looked after within the District in which the property is located; or
- (vi) They are serving in the regular armed forces of the Crown or who has served in the regular armed forces of the Crown within five years of the date of the purchase of the Shared Ownership Unit; or
- (vii) The main or joint applicant has recently ceased or will cease to be entitled to reside in accommodation provided by the Ministry of Defence following the death of that person's spouse or civil partner, where the spouse or civil partner has served in the regular forces and their death was attributable (wholly or partly) to that service; or
- (viii) The main or joint applicant is serving or has served in the reserve forces and is suffering from a serious injury, illness or disability which is attributable whether wholly or partly to that service; or
- (ix) Spouses and civil partners who are required to leave accommodation provided by the Ministry of Defence following a breakdown in their relationship with their Service spouse or partner.

1.11 'Occupation' means the action of living in or using an Affordable Housing Unit as an only and principal home, for the purposes permitted by the Planning Permission, not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display, or occupation in relation to security operations and 'Occupy' and 'Occupied' shall be construed accordingly.

- 1.12 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.
- 1.13 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number [insert number] subject to conditions, and also to obligations in the section 106 (Town and Country Planning Act 1990) agreement dated [insert date].
- 1.14 'Practical Completion' means issue of a certificate of practical completion by the RP's surveyor or, if the Affordable Housing Units are constructed by a party other than the RP, the issue of a certificate of practical completion by that other party's surveyor.
- 1.15 'Property' means the land at [enter full address of land] shown edged red on the Plan.
- 1.16 'Registered Provider' or 'RP' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by the Regulator of Social Housing under Chapter III of that Act. For the avoidance of doubt this could also include the Council under the Housing Act 1985.
- 1.17 'Shared Ownership Lease' means a lease in a form approved by Homes England or where there is no such lease in a form approved by the Council to provide:
- (a) not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be sold to the purchaser on an Initial Purchase;
 - (b) an option for the purchaser to increase their ownership up to 100% by Staircasing if they so wish;
 - (c) an initial rent not exceeding 2.75% of the value of the equity retained by the RP subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England.

1.18 'Shared Ownership Unit' means an Affordable Housing Unit sold subject to a Shared Ownership Lease and in accordance with the procedure set out in this deed to an individual who meets the Local Connection Criteria, and 'Shared Ownership Units' shall be construed accordingly.

1.19 'Staircasing' means the acquisition after the date of the Initial Purchase of additional tranches of equity in the Shared Ownership Unit, as set out in the Shared Ownership Lease for that Affordable Housing Unit, and as detailed in the Capital Funding Guide published by Homes England and any other publication that supersedes it.

2. Enabling Provisions

This deed is made pursuant to the Local Government Act 1972 Section 111, Section 1 of the Localism Act 2011 as amended and all other enabling powers.

3. Procedure

The Parties agree that:

- (i) The Shared Ownership Units shall be sold subject to a Shared Ownership Lease.
- (ii) The RP shall be responsible for assessing potential purchasers.
- (iii) The Shared Ownership Units shall only be sold to applicants with a gross household income of less than £80,000 and otherwise unable to purchase a suitable property for their housing needs on the open market, along with any other eligibility restrictions set out in the Capital Funding Guide (as amended).
- (iv) In respect of the Initial Purchase, each Shared Ownership Unit will, for a period of eight (8) weeks, only be available to purchase by individuals who meet the Local Connection Criteria. If a sale has not been agreed following eight (8) weeks of marketing, the Local Connection Criteria (only) can be waived.
- (v) In respect of future re-sales, each Shared Ownership Unit will, for a period of four (4) weeks, only be available to purchase by individuals who meet the Local

Connection Criteria. If a sale has not been agreed following four (4) weeks of marketing, the Local Connection Criteria (only) can be waived.

4. RP covenants

The RP covenants with the Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies:

- 1) To ensure that each of the Affordable Shared Ownership Units that are acquired by the RP are Occupied as Affordable Housing Units.
- 2) To submit an Affordable Housing Location Plan to the Council not less than one (1) month in advance of the date when the first of the Affordable Shared Ownership Units will be ready for Occupation.
- 3) To conduct an assessment of potential Shared Ownership purchasers, prior to purchase and in line with the Capital Funding Guide, to ensure that they meet all eligibility criteria, to assess what share they can afford and to ensure that the purchase is affordable and sustainable for the purchaser.

5. Variation of nomination rights

The Council and the RP agree that the nomination rights contained in this deed may be varied from time to time by agreement in writing by the Parties.

6. Notices

Any notice required to be served hereunder shall be sufficiently served on the Parties at the address indicated below or such other address notified by one party to the other in writing and any notice shall be deemed to have been served two (2) working days after posting or, in the case of electronic mailing, the day on which such notice was transmitted by the party serving the notice or, if served after 4.30 pm, one (1) working day after electronic mailing.

The Council	Director for Housing, Babergh / Mid Suffolk District Council, Endeavour
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	House, 8 Russell Road, Ipswich IP1 2BX or by email: [enter email address]
The Registered Provider:	As per the address provided at the beginning of this deed or by email: [enter email address]

7. Transfer to other RPs

The RP shall use reasonable endeavours to ensure that any RP to which the Property and Affordable Housing Units erected thereon are transferred (other than by direction of Homes England under its statutory powers) shall enter into a similar deed mutatis mutandis with the Council on completing the transfer of the Property.

8. Disputes

Where any matters fail to be agreed between the Parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the Parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing or relevant body on the application of either party.

9. Agreements and declarations

The Parties agree:

9.1 Nothing in this deed fetters or restricts the exercise by the Council of any of its powers.

9.2 The obligations and covenants contained in this deed are covenants for the purpose of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

9.3 From the issue date of a certificate of Practical Completion of each of the Affordable Housing Units acquired by the RP, the Affordable Housing Units shall be purchased in accordance with the terms of this deed, save that the obligations and restrictions contained in this deed shall not be binding on:

9.3.1 any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

9.3.1.1 Such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall use reasonable endeavours over a period of three (3) months beginning on the date of the written notice to complete a disposal of the Affordable Housing Units to another RP or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

9.3.1.2 if such disposal has not completed within the three (3) month period and the Chargee has met its obligations in clause 9.3.1.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the restrictions in this deed which provisions shall determine absolutely.

9.3.2 Any tenant that:

9.3.2.1 has been granted a Shared Ownership Lease by a RP (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the RP) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the RP all remaining shares so that the tenant owns the Affordable Housing Unit outright.

9.3.2.2 is a successor in title to the above; or any person or body deriving title through or from any of the parties mentioned in this clause 9.3.

10. Capital Receipts from Staircasing

Subject to Homes England funding requirements, any capital receipts received by the RP for shares sold between 81% and 100% must be reinvested in additional Affordable Housing Units within the District of [enter name] within five (5) years of receipt. Any

capital receipts not reinvested within five years may be spent on Affordable Housing outside of the District of [enter name].

AS WITNESS whereof the Parties have executed this instrument as a Deed hereto the day and year first above written.

Signatories:

Mid Suffolk District Council
Registered Provider