

DATED

20th July

2026

MID SUFFOLK DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

DENBURY HOMES LIMITED (3)

S106 AGREEMENT

Relating to land south off Glebe Way, Mendlesham

We hereby certify this to be a true copy of the original

Date 20/07/26 Holmes + Hills Up

Holmes & Hills LLP
A12 Commercial Hub, 86 London Rd, Marks Tey, Essex, CO6 1ED

THIS AGREEMENT IS MADE this

20th

day of

July

2026

BETWEEN:

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road Ipswich, IP1 2BX ("the District Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("the County Council")
- (3) **DENBURY HOMES LIMITED** (Co. Reg. No 2162164) whose registered office is at Westley, Bury St Edmunds, IP33 3WD ("the Developer")

together "the Parties"

INTRODUCTION

- (A) The District Council is the 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.
- (B) The County Council is the local highway authority (except for trunk roads) and 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 in this Deed are enforceable.
- (C) The Owner is the freehold owner of the Site which is registered at the Land Registry with Title Number SK431141.
- (D) The Owner has submitted the Application to the District Council on 1st November 2024 for the Development.
- (E) 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 which will take effect following a grant of the Planning Permission for the Development.
- (F) The District Council and the County Council enter into this Deed content that the requirements of the District Council's and the County Council's policies are met and that any objections by the District Council or the County Council to the grant of planning permission on the basis of those policies are overcome.
- (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).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

"2008 Act" means the Housing and Regeneration Act (as amended)

"Application" means the hybrid application consisting of (i) the full application for planning permission for seventy-six (76) Dwellings (including twenty-seven (27) affordable local needs dwellings) link road between Old Station Road and Glebe Way, access roads, vehicular accesses, parking, garaging, public open space, landscaping, ecological enhancement areas, sustainable drainage and associated infrastructure and (ii) outline planning application for 2 no Self Build Plots (defined in Schedule 2) with all matters reserved save for access validated by the District Council on 7th November 2024 and allocated reference DC/24/04832

"Blue Line Plan" the land adjacent to the Site in the ownership of the Owner

"CIL Regulations" the Community Infrastructure Levy Regulations 2010 (as amended);

"Commencement of Development" the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out on the Site 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 laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements and **"Commencement"**, **"Commence Development"** and **"Commencement Date"** shall be construed accordingly;

"Completion of Development"

the date when the Development is capable of beneficial occupation and use;

"Development"

the development of the Site in accordance with the Application

"Dwelling"

any dwelling (including a house flat maisonette or bungalow and including Shared Ownership Dwellings Market Housing Units and Affordable Housing Units) to be constructed pursuant to the Planning Permission and **"Dwellings"** shall be construed accordingly

"Index"

means either the All In Tender Price Index published by the Building Cost Information Service ("BCIS") or any successor organisation or (where indicated) the Retail Price Index ("RPI")

"Index Linked"

the increase or decrease in any sum referred to in Schedule 2 by an amount equivalent to the increase or decrease in the Index to be calculated in accordance with clause 13 of this Deed

"Interest"

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

"Occupation" and "Occupied"

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 **"Occupy"** shall be construed accordingly

"Plan"

the plan of the Site edged in red attached to this Deed marked Site Location Plan reference MEN1 001

"Planning Layout Plan"

the plan showing the development mix and the location of the Dwellings on the Site edged in red attached to this Deed marked Drawing Number MEN1 002 REV E or other such plan to be agreed in writing with the District Council

"Planning Permission"

the hybrid planning permission subject to conditions which may be granted by the District Council pursuant to the Application or such further application referred to in clause 9

"Practical Completion"

means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and **"Practically Complete"** shall be construed accordingly

"RPI Index"

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 and **"RPI Index Linked"** shall be construed accordingly

"Site"

the land shown edged red for identification purposes only on the Plan and described in Schedule 1 against which this Deed may be enforced

"Working Day"

means any day Monday to Friday inclusive except bank or public holidays in England

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause sub-clause paragraph sub-paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause paragraph sub-paragraph schedule or recital in this Deed;
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 2.3 Words of gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably 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 severally 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 of Parliament for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it;
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and the County Council their respective successor or successors in title to their relevant statutory functions;
- 2.7 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;
- 2.8 The headings are for reference only and shall not affect construction;
- 2.9 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 in writing between the Owner the District Council and the County Council;
- 2.10 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:-
- 2.10.1 those persons who purchase (including purchasers by way of long lease) any Dwelling for Occupation by themselves or their lessees tenants or individuals or their mortgagees of the Dwellings; or

- 2.10.2 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
- 2.10.3 save for Part 2 of the Second Schedule, any Registered Provider who acquires an interest in the Affordable Housing Units; or
- 2.10.4 any person to whom the Registered Provider grants a Shared Ownership Lease or any successor in title to any such person and who has acquired all of the beneficial interest in their Affordable Housing Dwelling a tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person; or
- 2.10.5 any mortgagee of a tenant or person to whom the Registered Provider has granted a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgage or receiver.
- 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.
- 2.12 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council any successors to its statutory functions.

3. LEGAL BASIS

- 3.1 This agreement is a Deed made pursuant to section 106 of the 1990 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 1990 Act and are enforceable by the District Council in respect of the matters set out in Schedule 2 and by the County Council in respect of the matters set out in Schedule 3 against the Owner and 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.

4. **CONDITIONALITY**

4.1 The planning obligations contained in the schedules to this Deed are conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development;

the remainder of this Deed and paragraphs 1 and 2 of Part 1 of Schedule 2 and Part 1 of Schedule 3 shall come into effect immediately upon completion of this Deed;

4.2 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

4.2.1 until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

4.2.2 if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and

4.2.3 if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full;

4.3 Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used), the following provisions will apply:

4.3.1 proceedings by way of judicial review are concluded:

(a) when permission to apply for judicial review has been refused and no further application can be made;

(b) when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or

(c) when any appeal(s) is or are finally determined;

4.3.2 proceedings under Section 288 of the 1990 Act are concluded:

(a) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(b) when any appeal(s) is or are finally determined

5. THE OWNER'S COVENANTS

5.1 The Owner covenants with the District Council to comply with its covenants at clause 7.1 and so as to bind the Site and each and every part thereof as set out in Schedule 2;

5.2 The Owner covenants with the County Council to comply with its covenants at clause 7.1 and 7.2 and so as to bind the Site and each and every part thereof as set out in Schedule 3;

6. DISTRICT COUNCIL'S AND COUNTY COUNCIL 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 Schedule 5.

7. MISCELLANEOUS

7.1 The Owner shall pay to both the District Council and to the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed;

7.2 The Owner covenants to pay to the County Council on or before completion of this Deed a contribution of £1,154 (one thousand one hundred and fifty-four pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed.

7.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999;

7.4 This Deed shall be registered as a local land charge by the District Council;

7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the District Council by the Chief Planning Officer or officer acting under his hand and given on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure any notices

shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

- 7.6 The Owner agrees declares and covenants both with the District Council and the 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 and further shall indemnify the District Council and/ or the County Council (as the case may be) for any expenses or liability arising to the District Council and/ or County Council (as the case may be) in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of the District Council and/ or County Council (as the case may be) its employees or agents has caused or contributed to such expenses or liability;
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 7.8 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 (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development;
- 7.9 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 where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it;
- 7.10 This Deed shall not be binding on any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site;
- 7.11 This Deed shall be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission only in respect of any restriction on Occupation and use and likewise against those deriving title from them;
- 7.12 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;

- 7.13 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority;
- 7.14 The Owner covenants from the date that this Deed takes effect to allow the District Council and its respectively duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed;
- 7.15 The Owner agrees that any rights to claim compensation arising for any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived;
- 7.16 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;
- 7.17 The Owner covenants and warrants to the District Council and the County Council that they have the full power to enter into this Deed and there is no other person other than the Developer whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

8. WAIVER

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

9. SECTION 73

- 9.1 If the Planning Permission is subject to an application under Section 73 of the 1990 Act for the removal or amendment of any condition attached to the Planning Permission or if a condition is varied or released following an appeal under Section 78 of the 1990 Act then the obligations or provisions in this Deed shall be deemed to bind the varied planning permission resulting from such application unless the District Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impacts of the section 73 application, when a separate deed under section 106 of the 1990 Act will

be required to secure relevant planning obligations relating to the new planning permission (acting in its absolute discretion).

10. CHANGE IN OWNERSHIP

- 10.1 The Owner agrees with the District Council and the County Council to give each of them immediate individual written notice of any change in ownership of its interest in the Site (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice quoting the District Council's reference DC/24/04832 and giving 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 and the title number or numbers thereof.

11. RIGHTS OF ENTRY

- 11.1 At all times on not less than forty-eight (48) 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 18:00 on any Working 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 any 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 or the Owner's representatives, reasonable directions and all the Owner's compliance precautions, procedures and measures in place for the Site at such time in the interests of health and safety;

- 11.1.7 such employee or agent shall not be entitled to access any Dwellings that have been sold;
- 11.1.8 such employee or agent shall be accompanied at all times by the Owner's manager or person in charge at the Site or such other employee or agent of the Owner in the interests of health and safety except in the event that no such person is available (in accordance with clause 11.1.1);
- 11.1.9 for the avoidance of doubt the provisions of this clause 11 shall be in addition to and does not prejudice the powers conferred on the District Council or the County Council by Sections 169A, 169B and 169C of the 1990 Act.

12. DISPUTE PROVISIONS

- 12.1 Any dispute or difference of any kind whatsoever arising between any or all of the Parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to an independent single Expert ("the Expert");
- 12.2 The Expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant under clause 12.1;
- 12.3 The Parties to the dispute shall jointly appoint the Expert not later than twenty (20) Working Days' after service of a request in writing by any Party to the dispute to do so;
- 12.4 If the Parties to the dispute are unable to agree within twenty (20) Working Days' as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties to the dispute as follows:
- 12.4.1 difference or question relates to the rights and liabilities of either the Parties to the dispute or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or
- 12.4.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or
- 12.4.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Parties but

in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

12.4.4 if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute;

12.5 In the event of a reference to an Expert the Parties to the dispute agree to:

12.5.1 prosecute any such reference expeditiously; and

12.5.2 do all things or take all steps reasonably necessary in order to enable the Expert to make a final determination as soon as reasonably practicable and in any event within one (1) month of his appointment Provided That if the Expert fails to do so either Party to the dispute may apply to the President for the time being of the Institution of Law Society, Civil Engineers, Royal Institute of Chartered Surveyors or Royal Town Planning Institute (as appropriate) for a substitute to be appointed in which case the same procedure shall be repeated;

12.6 The Expert will have the power to consolidate proceedings or hold concurrent proceedings;

12.7 The findings of the Expert shall be in writing signed by the Expert;

12.8 The findings of the Expert shall be final and binding both on the Parties to the dispute except in the case of manifest, material error;

12.9 The Expert shall act as an expert and not as an arbitrator;

12.10 The costs of the Expert shall be payable by the Parties in such proportion as may be determined by the Expert and failing such determination to be borne in equal shares by the Parties;

12.11 Unless this Deed has already been terminated each of the Parties to the dispute shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause 12 but without prejudice to the rights and obligations of the Parties to the dispute in relation to the termination of the Deed;

12.12 Nothing in the provisions of this clause 12 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

13 INDEXATION

- 13.1 Any sum referred to in Schedule 2 shall be increased by an amount equivalent to the increase in the Index 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

A is the sum payable under this Deed;

B is the original sum calculated as the sum payable;

C is the Index for the month two (2) months before the date on which the sum is payable;

D is the Index for the month two (2) months before the date of this Deed; and

C/D is not less than 1

14. INTEREST ON PAYMENTS

- 14.1 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. VAT

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

16. NOTICES

- 16.1 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 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 16.2;
- 16.2 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, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure, Suffolk

	County Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX
The Owner	Denbury Homes Limited, Westley, Bury St Edmunds, IP33 3WD

17. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

- 17.1 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 as the case may be for a certificate to that effect and upon the District Council (acting reasonably) being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the District Council shall forthwith issue a certificate to such effect.

18. **APPROVALS**

- 18.1 Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council under the terms of this Deed further or amended details programmes plans strategies reports matters or materials may be submitted from time to time and if approved by the District Council (acting reasonably) shall replace those previously approved.

19. **COMMUNITY INFRASTRUCTURE LEVY**

- 19.1 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:
- 19.1.1 necessary to make the Development permitted pursuant to the Application acceptable in planning terms;
 - 19.1.2 directly related to the Development permitted pursuant to the Application;
and
 - 19.1.3 fairly and reasonably related in scale and kind to the Development permitted pursuant to the Application.

20. **FUTURE MORTGAGEES**

- 20.1 The obligations in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the Site (or any part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owner in relation to the Site (or the relevant part of it) Provided That neither any mortgagee nor chargee nor person deriving title from such mortgagee or chargee shall be liable for any breach of the

obligations contained in this Deed unless committed at a time when that person is in possession of the Site (or any part of the Site to which such obligation relates).

21. **THIRD PARTY RIGHTS**

21.1 Unless expressly stated otherwise all third party rights arising under the Contract (Rights of Third Parties) Act 1999 are excluded and on one other than the Parties (and their respective successors to their statutory functions or successors in title) shall have any right to enforce any obligation or term of this Deed.

22. **JURISDICTION**

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

23. **DELIVERY**

23.1 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 hereunto affixed)
In the presence of:)

Authorised Signator

....

The Common Seal of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)



.....
Authorised Signatory

Executed as a Deed by **DENBURY
HOMES LIMITED** in the presence of:

Attorney's signature:

Designated Member of
as attorney for Denbury Homes Limited

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

SCHEDULE 1

DETAILS OF THE OWNER'S TITLE AND DESCRIPTION OF THE SITE

The Freehold land shown edged with red on the Plan and being land known as land south of Glebe Way, Mendlesham, Suffolk and is registered at the Land Registry under title number SK431141

SCHEDULE 2

THE OWNER COVENANTS WITH THE DISTRICT COUNCIL

PART 1 NOTIFICATION

1. The Owner shall give the following notification to the District Council:
 - 1.1 Notice of Commencement within five (5) Working Days of Commencement.
 - 1.2 no less than twenty (20) Working Days notice of the anticipated date for the first Occupation of the first Dwelling to be Occupied.
 - 1.3 the date of Occupation of the final Dwelling.
 - 1.4 the date the marketing of the Self Build Plots begins.

PART 2

AFFORDABLE HOUSING

1. For the purposes of this Schedule and elsewhere within this Deed as the context so admits the following expressions shall have the following meanings:

“Affordable Housing” housing for sale or rent for those persons whose needs are not met by the market in accordance with and defined in Annex 2 of the National Planning Policy Framework (December 2024) (as amended or replaced);

“Affordable Housing Contribution” means the sum of twenty two thousand eight hundred and fifteen pounds and ninety pence (£22,815.90) Index Linked to be paid as a contribution of 0.3 of an Affordable Housing Unit in lieu of the 0.3 Affordable Housing Unit not being provided on Site

“Affordable Housing Nomination Agreement” an agreement substantially in the form set out in Schedule 6 dealing with the allocation of the Affordable Housing by a Registered

Provider which shall apply to all of the Affordable Housing Units unless otherwise agreed with the District Council in writing and "Nomination Agreement" shall have the same meaning;

"Affordable Housing Scheme"

the scheme agreed with the District Council as detailed in Schedule 2 Part 2 of this Deed which:

(a) identifies the tenure and plot numbers of the Affordable Housing Units;

(b) provides that not less than 35% of the Dwellings constructed within the Development shall be Affordable Housing Units;

(c) includes the Affordable Housing Table;

(d) includes the Planning Layout Plan showing the precise location of the Affordable Housing Units unless otherwise agreed in writing with the District Council;

"Affordable Housing Table"

the table set out at paragraph 3 of this Schedule 2 setting out the type and tenure mix of the Affordable Housing Units;

"Affordable Housing Units"

means twenty-seven (27) Dwellings to be provided on the Site to be provided as Affordable Housing in accordance with the Planning Permission and the provisions of Part 2 of this Schedule 2, of which twenty (20) Dwellings to be occupied as Affordable Rent in accordance with a 'Choice Based Letting Scheme' to which the District Council is a party or otherwise nominated by the District Council pursuant to the Affordable Housing Nomination Agreement as varied from time to time, and seven (7) of the Affordable Housing Units to be Occupied as Shared Ownership in accordance with the Affordable Housing Nomination Agreement,

to be Occupied on a lease in a form set out in 'Homes England's Capital Funding Guide' (or any subsequent scheme), or such other tenure if agreed in writing by the District Council

and "Affordable Housing Unit" shall be construed accordingly;

"Affordable Rent"

means housing made available by a Registered Provider as low cost rental accommodation (as defined by the 2008 Act Section 69) with a rent charged at a level up to 80% of the equivalent market rent including any service charges applicable or the local housing allowance rate, whichever is lower and "Affordable Rented" shall be construed accordingly;

"Chargee of the Registered Provider"

any 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 or any persons or bodies deriving title through such mortgagee or chargee or receiver;

"Chargee's Duty"

the tasks and duties set out in Schedule 2, Part 2, paragraph 5;

"Choice Based Lettings Scheme"

an integrated electronic and manual information system which enables members of the public who have made or potentially might make an application for housing in the area to which the Choice Based Letting Scheme relates to apply for a selection of suitable property or be supplied with details of housing available throughout the relevant

area operated pursuant to any agreement to which the District Council is a party;

“Homes England”

means the non-departmental public body responsible for creating thriving communities and funding new affordable homes in England or such other organisation as may from time to time take on those functions

“Market Housing Unit”

any Dwelling which is for general market housing for sale or rent on the open market and which is not an Affordable Housing Unit;

“Protected Tenant”

any person who:

a) has exercised the right to acquire pursuant to the 2008 Act or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

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

c) any person who has staircased the equity in their Shared Ownership Dwelling to 100%;

d) any successor in title to paragraph a- c above;

“Reasonable Consideration”

offer prices from a Registered Provider which give the Owner a reasonable consideration having regard to development costs and current market conditions in the disposal of Affordable Housing of a similar type and location by a Registered Provider on a grant free basis via Section 106 Agreements;

“Registered Provider or “RP”

an organisation which is a Registered Provider of social housing or other provider registered in accordance with the provisions of chapter 3 of the 2008 Act and whom has been approved by the District Council in writing, for the avoidance of doubt this could include the District Council;

“Shared Ownership Dwelling”

Dwellings to be let on a Shared Ownership Lease 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 (or any similar guide or legislation as may replace it) and “Shared Ownership Dwellings” shall be construed accordingly;

“Shared Ownership Lease”

a lease in a form approved by Homes England or where there is no such form in a form approved by the District Council such lease to provide for the following:

- not more than 75% and not less than 10% of the equity (or such other percentages the District Council may agree) shall be initially sold to the purchaser by the Registered Provider;
- power to the purchaser to increase their ownership up to 100% if they so wish;
- an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider 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 District

Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;

2. The Owner covenants to construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme and that any amendments, revisions or substitutions to the Affordable Housing Scheme are able to be approved by the District Council in writing and once approved by the District Council such scheme will form part of this Deed as if the same had been fully set out herein.
3. This table forms part of the Affordable Housing Scheme unless otherwise agreed in writing with the District Council:

Property Type	Number of Dwellings	Tenure	Plot	Size (square metres)
1 bed bungalow	6	Affordable Rented	27, 28, 29, 76, 77, 78	50.984
1 bed house	2	Affordable Rented	19, 74	58.586
2 bed house	7	Affordable Rented	18, 20, 21, 25, 26, 72, 73	79.861
2 bed house	3	Affordable Rented	22, 23, 24	81.619
3 bed house	2	Affordable Rented	71, 75	93.725
2 bed house	4	Shared Ownership	11, 12, 13, 16	79.861
3 bed house	2	Shared Ownership	9, 10	93.725
3 bed house	1	Shared Ownership	17	95.589

4. Subject to paragraphs 8 and 10 below the Owner shall not:
 - 4.1 Occupy or permit the Occupation of more than 50% of the Market Housing Units until:
 - 4.1.1 50% of the Affordable Housing Units have been constructed and are ready for Occupation and are transferred to the Registered Provider; and
 - 4.1.2 the Affordable Housing Contribution has been paid to the District Council.
 - 4.2 Occupy or permit the Occupation of more than 80% 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.
- 5 Having given notice under paragraph 1.1 of the Second Schedule Part 1 above the Owner, within 12 (twelve) months of Commencement, shall agree with the District Council the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed. The Owner may Commence the Development whilst that process is ongoing but if no agreement has been reached at the expiration of the period of 18 (eighteen) months' following the Commencement of Development the District Council shall be entitled to nominate a Registered Provider or other appropriate body for the purpose who is prepared to purchase the Affordable Housing Units for a Reasonable Consideration
6. Any transfer to a Registered Provider of the Site on which the Affordable Housing Units will be constructed shall be:
 - 6.1 With vacant possession;
 - 6.2 free from any encumbrance other than those existing as set out in the title at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 6.3 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;
 - 6.4 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;

- 6.5 subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council;
7. The Shared Ownership Dwellings shall only be sold on a Shared Ownership Lease and in accordance with the Nominations Agreement and the Affordable Rent Dwellings shall only be let to persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party and chosen pursuant to the Affordable Housing Nominations Agreement made pursuant to paragraph 6.5 of this Part 2 Schedule 2 which confers nomination rights on the District Council unless otherwise agreed by the District Council in writing.
8. The District Council and the Owner agrees that the obligations and restrictions contained in Part 2 of this Second Schedule shall not bind:
- 8.1 a Chargee of the Registered Provider PROVIDED THAT (1) such mortgagee or chargee or receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and (ii) if such disposal has not completed within the 3 (three) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions Part 2 of this Second Schedule in this Agreement which provisions shall determine absolutely; or a
- 8.2 any Protected Tenant; or
- 8.3 A mortgagee or chargee or receiver of a Protected Tenant; or
- 8.4 any person or body deriving title through or from any of the parties mentioned in paragraphs 8. 1- 8.3 above.
- 9 In the event that the Registered Provider (within 3 (three) months' of written invitation) is unable to make a reasonable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units the Owner shall:
- 9.1 notify the District Council 3 (three) months' prior to the Practical Completion of the first Affordable Housing Unit; and

- 9.2 set out the reasons (together with any supporting evidence) in writing why a transfer to the Registered Provider has not been entered into pursuant to paragraph 4.2 of this part of this Schedule; and
- 9.3 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 4.2 of this part of this Schedule; and
- 9.4 nominate an alternative Registered Provider for the District Council's approval; or
- 9.5 offer the relevant Affordable Housing Units to the District Council to be purchased by the District Council for a Reasonable Consideration as Affordable Housing.

PART 3

SELF BUILD

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

"Marketing Package"	means the marketing material that the Owner would like to be sent to the Self Build Housebuilders advertising the Self Build Plots
"Self Build Dwellings"	the Dwellings to be constructed as Self Build Housing on the Self Build Plots
"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 Self Build Dwellings and "Self Build Housebuilders" shall be construed accordingly
"Self Build Housing"	housing completed by Self Build Housebuilders and to be occupied as homes by the Self Build Housebuilders as defined in Section A1 of the Self-build and Custom Housebuilding Act 2015

“Self Build Plots”

means plots 66 and 67 on the Site as identified on the Planning Layout Plan upon which the Self Build Dwellings shall be constructed and “Self Build Plot” shall be construed accordingly

“Self Build Register”

the register held by the District Council of people who are interested in acquiring self build plots within the administrative area of the District Council

2. The Owner covenants with the District Council to provide two (2) Self Build Plots on the Site.
3. Prior to the Commencement of Development the Owner shall provide the District Council with the Marketing Package and will cover any reasonable costs that the Council may incur circulating the Marketing Package to the Self Build Housebuilders on the Self Build Register
4. The Owner covenants with the Council that the Self Build Plots will be provided as Self Build Plots and further covenants not to dispose of the Self Build Plots other than to Self Build Housebuilders.
5. The Owner covenants to provide the District Council with the details of the purchaser of the Self Build Plot upon each and every disposal of a Self Build Plot
6. In the event the Owner is unable to enter into a contract for sale with a Self Build Housebuilder within a six(6) month period of the Self Build Housebuilder providing written confirmation to the Owner that they wish to acquire the Self Build Plots ,then the obligations within Part 3 of this Schedule 2 shall cease to apply in relation to that Self Build Plot and the Owner shall subsequently be entitled to dispose of the relevant Self Build Plot(s) on the open market and/or develop the Self Build Plot free of the restrictions in this Part 3 Schedule 2.

Part 4

OPEN SPACE

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

"Management Company"	a company or body who will take over responsibility for the future maintenance of the Open Space which includes BNG Land (as defined in Part 5 of this Schedule 2) for the avoidance of doubt may include a residents' association established for this purpose, a private limited company or other organisation primarily for the benefit of the general public
"Open Space"	the areas of open space on the Site which are for informal or (if laid out) formal recreational use by the public as shown on the Open Space Areas Plan to be provided in accordance with the Open Space Specification;
"Open Space Areas Plan"	means the DENH 623/1-002 REV PO8 submitted to the District Council indicating the location of the Open Space;
"Open Space Specification"	means the specification for delivery of the Open Space including the specifications plans and drawings showing but not limited to the layout and design of the Open Space, the phasing and timing of the delivery of the Open Space including details of the Local Area for Play (LAP) any proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing together with details of the proposed future management and maintenance regime for the Open Space to be agreed in writing by the District Council in accordance with Part 4 of Schedule 2;
"Open Space Transfer"	a transfer of the Open Space to be approved in writing by the District Council and which inter alia shall contain the following provisions: 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, support and access of light and air for the benefit of the Development;

d) restrictive covenants by the Management Company:

(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 and play space as defined in this Deed and shown on the approved Open Space Areas Plan;

(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;

1. The Owner hereby covenants with the District Council that prior to Commencement of development to submit the Open Space Areas Plan and the Open Space Specification to the District Council for written approval (such approval not to be unreasonably withheld or delayed)
2. The Owner covenants not to Commence the Development unless and until the Open Space Areas Plan and the Open Space Specification have been approved by the District Council in writing;
3. The Owner hereby covenants with the District Council not to permit the Occupation of any more than 50 Dwellings until the Open Space has been provided in accordance with the approved Open Space Areas Plan and the Open Space Specification and shall be provided in phases;
4. The Owner covenants to lay out the Open Space in accordance with the approved Open Space Specification and in accordance with the Open Space Areas Plan. Following the laying out and landscaping of the Open Space in accordance with the Open Space Specification and the Open Space Areas Plan the Owner further covenants with the District Council at their own cost to properly maintain and manage

the Open Space in accordance with the Open Space Specification, the Open Space Areas Plan and the Planning Permission until the date of the Open Space Transfer to the Management Company has been completed;

5. The Owner covenants to meet with the District Council's Corporate Manager for Public Realm or their representative to establish that the works set out within the Open Space Specification and the Open Space Areas Plan and works specified within this Schedule have been carried out to the satisfaction of the District Council;
6. The Owner covenants to carry out remedial works and to maintain the Open Space to the satisfaction of the District Council's Corporate Manager for Public Realm or his representative (or other officer discharging his function) for a period of twelve (12) months commencing on 1st April following the date of written approval by the District Council's Corporate Manager for Public Realm or his representative (or other officer discharging his function) that the said landscaping and laying out have been satisfactorily completed;
7. The Owner covenants to carry out any planting works and replacement planting due to losses in the following planting season to the satisfaction of the District Council and carry out such minor additions to the landscaping as required by the District Council that may have become necessary following use of the Open Space by the general public;
8. The Owner shall on the expiration of the twelve (12) month maintenance period referred to in paragraph 6 of this Schedule, transfer the freehold or part thereof as agreed in writing by the District Council to the Management Company such transfer shall include such items as necessary and outlined in the Open Space Transfer and shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the approved Open Space Areas Plan the Open Space Specification and the Planning Permission for the benefit of the general public;
9. The Owner shall transfer the Open Space to the Management Company for the sum of One Pound (£1) within twelve (12) months of Occupation of the last Dwelling in accordance with the Open Space Transfer;
10. Following completion of the Open Space it shall (in perpetuity):
 - 10.1 Not be used for any purpose other than for the provision of public open space for the benefit of members of the public;
 - 10.2 Be maintained and managed in a clean and tidy condition and free of defects and in accordance with the Open Space Specification;

- 10.3 Not be built on or allowed to be built on, subject to any reasonable restrictions imposed in the interest of public safety for the ancillary use of the Open Space

PART 5

BIODIVERSITY

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

"Biodiversity Gain Site Register" means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.

"Biodiversity Metric" means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain

"Biodiversity Net Gain" means an increase in Biodiversity Units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the Biodiversity Metric) that can be Allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the 1990 Act and "BNG" shall be construed accordingly.

"Blueline Post Development Habitat Map" means drawing number MEN1HM2 appended to this Deed

"BNG Land"	means land to be used to achieve Biodiversity Net Gain and shown on the Blueline Post-development Habitat Map and the Redline Post-development Habitat Map
"BNG Monitoring Fee"	means the sum of twenty five thousand and forty five pounds (£25,045) Index Linked
"Certificate of Completion"	means a written certificate of completion confirming that the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council
"Completion Date Notice"	means written notice from the Owner to the Council of the proposed Completion Date of the Habitat Creation and Enhancement Works
"Covenant Period"	means thirty (30) years from the completion of the Development
"DEFRA"	means the public body known as the Department for Environment, Food & Rural Affairs or any successor body which acts as the Government's advisor for the natural environment, food or rural affairs in England
"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works set out in the Habitat Management and Monitoring Plan (excluding any management or monitoring activities specified in the Habitat Management and Monitoring Plan).
"Habitat Management and Monitoring Plan"	means the plan for creating and enhancing the habitat on the BNG Land to secure a net gain of 10% for area based habitats as may be agreed with the District Council in writing
"Monitoring Report"	means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan
"Natural England"	means the public body known as Natural England or any successor body which acts as

the Government's advisor for the natural environment in England

"Redline Post development Habitat Plan"

means drawing number MEN1HM1 and appended to this Deed

2. The Owner covenants not to Commence Development unless and until they have submitted the Habitat Management and Monitoring Plan in respect of the BNG Land to the District Council for approval

3. The Owner covenants not to Commence Development or cause or permit Commencement of Development until the District Council has approved in writing the Habitat Management and Monitoring Plan *and the Owner has paid the BNG Monitoring fee to the District Council.*

4. The Owner further covenants with the District Council:

4.1 to begin the Habitat Creation and Enhancement Works no later than 12 months of the District Council approving the Habitat Management and Monitoring Plan;

4.2 to complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan; and

4.3 to serve the Completion Date Notice on the District Council within ten (10) Working Days of the completion date of the Habitat Creation and Enhancement Works;

4.4 to promptly rectify any defects in the Habitat Creation and Enhancement Works identified by the District Council under paragraph 1.4 of part 2 of ~~Error!~~ *Schedule* ~~Reference source not found.~~ and issue a subsequent Completion Date Notice and thereafter to continue to rectify any defects and issue Completion Date Notices until the District Council issues a Certificate of Completion

4.5 that upon receiving the Completion Certificate from the District Council to maintain or procure the maintenance of the BNG Land in accordance with the Habitat Management and Monitoring Plan for a period of not less than 30 years from the date of the Completion Notice .

4.6 to monitor the Habitat Management and Monitoring Plan by employing a suitably qualified ecology and environmental management professional to prepare a Monitoring Report

4.7 to provide or procure that a Monitoring Report is provided to the District Council within twenty (20) Working Days of each Monitoring Report date specified in the Habitat Management and Monitoring Plan

- 4.8 to make an application to register the BNG Land on the Biodiversity Gain Site Register
- 4.9 to notify the District Council in writing of the date of registration of the BNG Land within ten (10) Working Days of it occurring;
- 4.10 to remedy any defects in the application and to reapply to register the BNG Land on the Biodiversity Gain Site Register and to continue to remedy any defects and apply for registration until the BNG Land has been registered;
- 4.11 to allow the District Council, its agents and contractors with or without workmen to enter onto the BNG Land at all reasonable times on not less than forty-eight hours written notice to monitor compliance with the Habitat Management and Monitoring Plan;
- 5. On the District Council providing the Completion Notice to the Owner, the Owner shall transfer the BNG Land to the Management Company as defined in Part 3 of this Schedule 2 above and shall use reasonable endeavours to procure that the Management Company will comply with the terms of this Part 5 of this Schedule 2.

SCHEDULE 3
THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PART 1

NOTIFICATION

1. The Owner shall serve the following notification on the County Council:
 - 1.1 Notice of Commencement within five (5) Working Days of Commencement.
 - 1.2 no less than twenty (20) Working Days notice of the anticipated date for the first Occupation of the first Dwelling to be Occupied.
 - 1.3 the date of Occupation of the final Dwelling.

PART 2

SECONDARY SCHOOL TRANSPORT CONTRIBUTION

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

"Secondary School Transport Contribution"

the sum of ninety-three thousand five hundred and fifty-five pounds (£93,555) (RPI Index Linked) to be paid by the owner to the County Council for the purposes of funding school transport provision for a minimum of five (5) years for secondary school age pupils residing at the Development

2. The Owner covenants with the County Council to pay the Secondary School Transport Contribution to the County Council prior to first Occupation;

3. The Owner hereby covenants not to Occupy or permit or allow Occupation unless and until the Secondary School Transport Contribution has been paid in full to the County Council.

PART 3

PUBLIC FOOTPATHS

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

**“Public Rights of Way
Improvement Contribution”**

the sum of ten thousand pounds (£10,000) (BCIS Index Linked) to be paid by the owner to the County Council for the purposes of funding improvements to the north/ south footpath to be dedicated as a public right of way and the upgrade to footpath 058 to bridleway status in the vicinity of the Development including all order making, legal expense, associated works, administrative costs and ancillary officer time

2. The Owner covenants with the County Council to pay the Public Rights of Way Improvement Contribution to the County Council prior to first Occupation
3. The Owner hereby covenants not to Occupy or permit or allow Occupation unless and until the Public Rights of Way Improvement Contribution has been paid in full to the County Council.

PART 4

HIGHWAYS

1. For the purposes of this Deed and Schedule the following expressions shall have the following meanings:

“Highways Signage”

signage to be erected in agreed locations on Glebe Way and the new link road to indicate the routes are unsuitable for Heavy Goods Vehicles

“TRO”

means a Traffic Regulation Order

“TRO Deposit”

means the deposit given to the County Council in the sum of seventeen thousand five hundred pounds (£17,500) such sum being considered appropriate to ensure that in the event the provision of Highways Signage is reasonably considered by the County Council to be inadequate in preventing Heavy Goods Vehicles from using Glebe Way and the new link road the County Council will use the TRO Deposit to obtain an appropriate TRO such deposit to remain with the County Council for a period of five (5) years

2. The Owner covenants with the County Council to:
 - 2.1 deposit the TRO Deposit prior to Commencement of the Development.
 - 2.2 not to Commence the Development unless and until the TRO Deposit has been paid to the County Council.
 - 2.3 to erect the Highways Signage in the locations agreed with the County Council prior to first Occupation.
 - 2.4 to not permit Occupation unless and until the Highways Signage has been erected in the agreed locations.

SCHEDULE 4

DISTRICT COUNCIL COVENANTS

1. The District Council will issue the completed Planning Permission as soon as reasonably practicable following the completion 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 within this Deed that such obligations have been performed to their satisfaction (acting reasonably).

PART 1

AFFORDABLE HOUSING

1. The District Council covenants with the Owner to use the Affordable Housing Contribution for the provision of Affordable Housing within the administrative area of the District Council within ten (10) years of the Affordable Housing Contribution being received by the District Council.
2. In the event of an Affordable Housing Commuted Sum being paid to the District Council in accordance with paragraph 10.1 to 10.4 of Part 2 of Schedule 2 the District Council shall use the monies for the provision of Affordable Housing within the administrative area of the District Council.
3. The District Council shall if requested to do so in writing after the expiry of ^{ten (10)} ~~five (5)~~ years from the date the Affordable Housing Contribution was paid to the District Council repay together with any interest accrued such amount of the Affordable Housing Contribution which has not been committed or expended by the District Council in accordance with the provisions of this Deed to the party who made the payment such repayment to be made within twenty (20) Working Days' of such request.
4. In the event the Affordable Housing Contribution paid to the District Council pursuant to this Deed was spent or committed by the District Council it shall upon written request after the expiry of ^{ten (10)} ~~five (5)~~ years of the payment of that sum notify the party who made the payment that such monies have been spent or committed within a further period of twenty (20) Working Days' such notice to include full details of what the said monies were spent on or committed to.

PART 2

BIODIVERSITY NET GAIN

1. The District Council covenants with the Owner as follows:
 - 1.1 to inspect the Habitat Creation and Enhancement Works within thirty (30) Working Days following receipt of the Completion Date Notice;
 - 1.2 to issue a Certificate of Completion if the Habitat Creation and Enhancement Works have been completed to the reasonable satisfaction of the Council; or
 - 1.3 to notify the Owner of any defects, if the District Council determines that the Habitat Creation and Enhancement Works have not been completed;
 - 1.4 where the Owner issues a subsequent Completion Date Notice under paragraph 4.4 of part 5 of ~~Error! Reference source not found~~ ^{Schedule} 2, re-inspect the Habitat Creation and Enhancement Works under paragraph ~~Error! Reference source not found~~ of part 2 of this Schedule 3 and to comply with paragraph ~~Error! Reference source not found~~ of part 2 of this Schedule 3 until it issues the Certificate of Completion; and
 - 1.5 to use the BNG Monitoring Fee to monitor the BNG Land in accordance with the approved Habitat Management and Monitoring Plan for the Covenant Period.

PART 3

SELF BUILD

1. The District Council covenants with the Owner that they shall send the Marketing Package to Self Build Housebuilders on the District Council's Self Build Register subject to the Owner covering the reasonable costs of the District Council .

SCHEDULE 5
COUNTY COUNCIL'S COVENANTS

1. The County Council covenants with the Owner:
 - 1.1 to use all the Secondary School Transport Contribution it receives under the terms of Part 2 of Schedule 3 of this Deed for the provision of transport to and from secondary schools for secondary school aged pupils living on the Development.
 - 1.2 to use all the Public Rights of Way Improvement Contribution it receives under the terms of Part 3 of Schedule 3 of this Deed for improvements to the public rights of way within the vicinity of the Development.
 - 1.3 in the event that the Secondary School Transport Contribution and/ or the Public Rights of Way Improvement Contribution have not been spent or committed (by an unconditional contract or by the expenditure of the monies) for the purposes for which it was paid under the terms of Part 2 and Part 3 of Schedule 3 of this Deed the County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of the Development, within a further period of one (1) year repay any unspent balance to the person who made such payments together with any interest accrued 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 0.02% then no interest shall be payable for that period.
 - 1.4 at the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed owed to the County Council when satisfied that such obligations have been performed.
 - 1.5 to pay the TRO Deposit into an interest bearing account and to only utilise the TRO Deposit in the event that the Highways Signage is not reasonably considered adequate by the County Council to prevent Heavy Goods Vehicles from using Glebe Way and the new link road.
 - 1.6 in the event the Highways Signage is considered by the County Council to be an adequate measure in preventing Heavy Goods Vehicles from using Glebe Way and/ or the new link road and the TRO Deposit is not utilised within five (5) years of payment to return the TRO Deposit together with any interest accrued to the Owner.

SCHEDULE 6

DRAFT AFFORDABLE HOUSING NOMINATIONS 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

Land South off Glebe Way, Mendlesham, Suffolk IP14 5RT

Planning Application reference: DC/24/04832

Date of S106 Agreement:

Mid Suffolk District Council

Council Offices

Endeavour House

8 Russell Road

Ipswich IP1 2BX

Legal Ref: 7632180

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 December 2024 (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 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 2020 and any subsequent update or such Government policy which may succeed it. At present the Rent Standard allows for rents to increase by the Consumer Price Index (CPI) plus 1% in any year and 'Affordable Rents' shall be construed accordingly.

1.5. 'Affordable Rent Unit' means an Affordable Housing Unit made available by a Registered Provider as low cost rental accommodation (as defined in Section 69 of the Housing and Regeneration Act 2008) and 'Affordable Rent Units' shall be construed accordingly.

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 'Applicable Area' means either Mendlesham or the adjoining parishes of Wetheringsett-cum-Brockford, Thwaite, Wickham Skeith, Cotton, Gipping, Stowupland, Earl Stonham or Little Stonham

1.8. 'Chargee' means any mortgagee or chargee of the RP (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 or any persons or bodies deriving title through such mortgagee or chargee or receiver.

1.9. '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.

1.10. '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.

1.11. '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).

1.12. '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.

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

1.14. 'Local Connection to Babergh or Mid Suffolk' means an individual who has a connection to either the District of Babergh or the District of Mid Suffolk as set out in the Allocations Policy

1.15 'Local Connection to an Adjoining Parish' means an individual who has a connection to one or more of the parishes of Wetheringsett-cum-Brockford, Thwaite, Wickham Skeith, Cotton, Gipping, Stowupland, Earl Stonham or Little Stonham as defined in the Local Connection Criteria.

1.16 'Local Connection to Mendlesham' means an individual who has a connection to the Parish of Mendlesham as defined in the Local Connection Criteria

1.17. 'Local Connection Criteria' means the requirements that need to be met by an individual for a Local Connection to Mendlesham or a Local Connection to an Adjoining Parish, being either (and in no particular order):

- (i) their current primary residence is in the Applicable Area and has been a resident for at least two (2) of the three (3) years prior to taking up a tenancy, or
- (ii) their primary residence was previously in the Applicable Area for at least three (3) years, or
- (iii) their parents or children are currently living in the Applicable Area and have five (5) years' continuous residence, or
- (iv) their current employment is in the Applicable Area.

1.18. '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.

1.19. '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.

1.20. '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 'Occupied' shall be construed accordingly.

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

1.22. 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number DC/24/04832 subject to conditions, and also to the obligations in the Section 106 (Town and Country Planning Act 1990) Agreement and any subsequent variation to the Section 106 Agreement.

1.23. '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.

1.24. 'Property' means the land at Glebe Way, Mendlesham shown edged red for identification purposes on the Plan.

1.25. '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 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.

1.26. 'Rent Standard' means the Government's Policy Statement on rents for social housing in April 2020 and any subsequent update or policy which may succeed it.

1.27 'Section 106 Agreement' means an agreement dated [enter date] between [enter parties].

1.28. '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.

1.29. '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.

1.30. '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.

1.31. '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

3.1 The Parties agree that:

- 3.1.2 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 set out in this deed shall apply to the nomination of persons in respect of the Affordable Rent Units;
- 3.1.2 when letting Affordable Rent Units, priority shall first be given to households with a Local Connection to Mendlesham; and.
- 3.1.3 In the event that there are no suitable bids from households with a Local Connection to Mendlesham, the Affordable Rent Units may instead be immediately offered to a household with a Local Connection to an Adjoining Parish; and
- 3.1.4 In the event that there are no suitable bids from households with either a Local Connection to Mendlesham or a Local Connection to an Adjoining Parish, the Affordable Rent Unit may instead be immediately offered to a household with a Local Connection to Babergh or Mid Suffolk.

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 and the procedure as described in Clause 3 of this deed.

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 and the procedure as described in Clause 3 of this deed.

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, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: homechoice@baberghmidsuffolk.gov.uk
The RP	As per the address provided at the beginning of this deed or by email: [enter email address]

9. Transfer to other Registered Providers

The RP shall use reasonable endeavours to ensure that any Registered Provider 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 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 Registered Provider 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 has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit, or any person or body deriving title from such tenant or any successor in title thereto.

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

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

Signatories:

THE COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
as hereunto affixed to this deed)
in the presence of:)

Authorised Signatory:

Name of Authorised Signatory:

Position of Authorised Signatory:

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 December 2024 (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] which shall be Shared Ownership Units (unless otherwise agreed by the Council) and 'Affordable Housing Units' shall be construed accordingly .
- 1.4 'Applicable Area' means either Mendlesham or the adjoining parishes of Wetheringsett-cum-Brockford, Thwaite, Wickham Skeith, Cotton, Gipping, Stowupland, Earl Stonham or Little Stonham
- 1.5 '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.
- 1.6 'Chargee' means any 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 or any persons or bodies deriving title through such mortgagee or chargee or receiver.

- 1.7 '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.
- 1.8 '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.
- 1.9 'Initial Purchase' means the initial equity purchase representing the first sale of the Shared Ownership Unit.
- 1.10 'Local Connection to Babergh or Mid Suffolk' means an individual who has a connection to either the District of Babergh or the District of Mid Suffolk as set out in the Local Connection Criteria
- 1.11 'Local Connection to an Adjoining Parish' means an individual who has a connection to one or more of the parishes of Wetheringsett-cum-Brockford, Thwaite, Wickham Skeith, Cotton, Gipping, Stowupland, Earl Stonham or Little Stonham as defined in the Local Connection Criteria.
- 1.12 'Local Connection to Mendlesham' means an individual who has a connection to the Parish of Mendlesham as defined in the Local Connection Criteria
- 1.13. 'Local Connection Criteria' means the requirements that need to be met by an individual for a local connection, being either (and in no particular order);
- (i) their current primary residence in the Applicable Area and has been resident for at least two (2) of the three (3) years prior to taking up a tenancy, or
 - (ii) their Primary residence was previously in the Applicable Area for at least three (3) years, or

- (iii) their Parents or children are currently living in the Applicable Area and have five (5) years' continuous residence, or
- (iv) their current employment is in the Applicable Area.

- 1.14 '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.
- 1.15 'Plan' means the location plan bearing drawing number [insert number] annexed to this deed.
- 1.16 'Planning Permission' means the planning permission which may be granted pursuant to the planning application reference number DC/24/04832 subject to conditions, and also to the obligations in the Section 106 (Town and Country Planning Act 1990) Agreement and any subsequent variations to the S106 Agreement.
- 1.17 '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.
- 1.18 'Property' means the land at Glebe Way, Mendlesham shown edged red for identification purposes on the Plan.
- 1.19 '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 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.
- 1.20 Section 106 Agreement means an agreement dated [enter date] between [enter parties].

1.21 '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 in compliance with the requirements from time to time of Homes England, which at present is Consumer Price Index (CPI) plus 1%.

1.22 '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.

1.23 '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 who are 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:
 - a. each Shared Ownership Unit will, for a period of two (2) weeks, only be available to purchase by individuals who have a Local Connection to Mendlesham;
 - b. if a sale has not been agreed following two (2) weeks of marketing, the Shared Ownership Unit may also be sold to an individual with a Local Connection to an Adjoining Parish;
 - c. if, following a further two (2) weeks of marketing (four (4) weeks in total), a sale has not been agreed, the Shared Ownership Unit may also be sold to an individual with a Local Connection to Babergh or Mid Suffolk;
 - d. if, following a further two (2) weeks of marketing (six (6) weeks in total), the Shared Ownership Unit may be sold without reference to the local connection requirements as detailed sub-clauses a to c inclusive of this clause.
- (v) In respect of future re-sales:
 - a. each Shared Ownership Unit will, for a period of one (1) week, only be available to purchase by individuals who have a Local Connection to Mendlesham;
 - b. if a sale has not been agreed following one (1) week of marketing, the Shared Ownership Unit may also be sold to an individual with a Local Connection to an Adjoining Parish;

- c. if, following a further one (1) week of marketing (which is two (2) weeks in total), a sale has not been agreed, the Shared Ownership Unit may also be sold to an individual with a Local Connection to Babergh or Mid Suffolk;
- d. if, following a further one (1) week of marketing (which is three (3) weeks in total), the Shared Ownership Unit may be sold without reference to the local connection requirements as detailed sub-clauses a to c inclusive of this clause.

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 let 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, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich IP1 2BX or by email: strategic.housing@baberghmidsuffolk.gov.uk
The RP	As per the address provided at the beginning of this deed or by email: [enter email address]

7. Transfer to other Registered Providers

The RP shall use reasonable endeavours to ensure that any Registered Provider 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 the 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 Registered Provider 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 has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all remaining shares so that the tenant owns the Affordable Housing Unit outright, or any person deriving title from such tenant or any successor in title thereto.

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% in respect of properties referred to in this deed must be reinvested in additional Affordable Housing Units within the District of Mid Suffolk within five (5) years of receipt. Any capital receipts not reinvested within five (5) years may be spent on Affordable Housing outside of the District of Mid Suffolk.

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

Signatories:

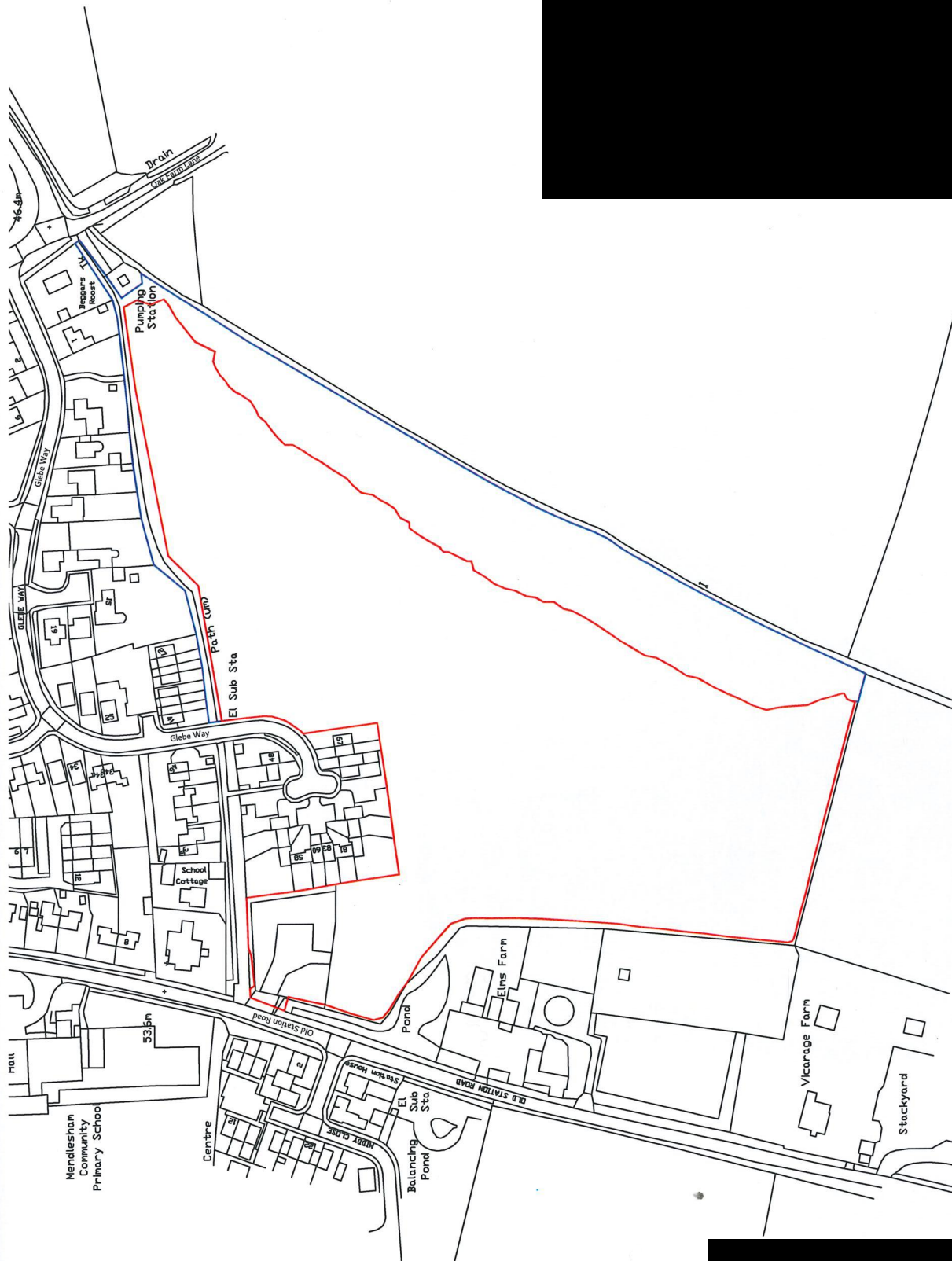
THE COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
was hereunto affixed to this deed)
in the presence of:)

Authorised Signatory:

Full Name of Authorised Signatory:

Position of Authorised Signatory:

RP's details]

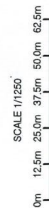


KEY

SITE LOCATION PLAN



LAND UNDER APPLICANTS CONTROL



DENBURY
HOMES

Project:
Land off Glebe Way & Old Station Road,
Mendlesham

Project no:
MEN1

Dwg no:
001

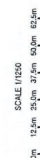
Rev:
-

Drawn by:
LS

Date:
09-24

Drawing:
Site Location Plan

Plot Numbers:
78



Notes - Do not scale from this drawing to ascertain dimensions.
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Denbury Homes Ltd. in accordance with the Copyright act.

Mendlesham

Title: Redline Post-development Habitat Map

Document:
Mendlesham BNG

Legend:

- | | |
|---|------------------------------------|
|  | Red Line Boundary |
|  | Proposed Small Urban Tree |
|  | Retained Medium Urban Tree |
|  | Non-native and ornamental hedgerow |
|  | Native hedgerow |
|  | Native hedgerow with trees |
|  | Ditches |
|  | Bioswale |
|  | Developed land; sealed surface |
|  | Introduced shrub |
|  | Mixed scrub |
|  | Modified grassland |
|  | Other neutral grassland |
|  | Other woodland; broadleaved |
|  | Watercourse footprint |
|  | Sustainable drainage system |
|  | Vegetated garden |

1049

A horizontal scale bar with markings at 0, 25, 50, and 75 m.



Lanpro

Mendlesham

Title: BlueLine Post-development Habitat Map

Document: Mendlesham BNG

Legend:

- | | |
|---|---|
|  | Blue Line Boundary |
|  | Proposed Small Urban Tree |
|  | Non-native and ornamental hedgerow |
|  | Native hedgerow |
|  | Species-rich native hedgerow with trees |
|  | Ditches |
|  | Other rivers and streams |
|  | Arable field margins tussocky |
|  | Developed land; sealed surface |
|  | Mixed scrub |
|  | Modified grassland |
|  | Other neutral grassland |
|  | Watercourse footprint |
|  | Wet woodland |

Drawing MEN1HM2

Data: Lanpro, 2024
Basemap: Google, 2024; OpenStreetMaps, 2024

Co-ordinate system: OSGB36 / British National Grid

REV	DATE	STATUS	DRW	CHK	APR
01	23/10/2024	FIRST ISSUE	RDW	HBB	RL



Lanpro