

**Planning Obligation by Deed under Section
106 of the Town and Country Planning Act
1990 relating to the development of land at
Bickers Hill Road, Laxfield, Suffolk**

Dated: 15 May 2020

- (1) ELAINE PATRICIA BARKER
- (2) HILARY ANN DAY
- (3) RICHARD EDWARD PRYOR
- (4) JORDAN DEVELOPMENTS (EAST ANGLIA) LIMITED
- (5) R Q CAPITAL LIMITED

AND

- (6) MID SUFFOLK DISTRICT COUNCIL
- (7) SUFFOLK COUNTY COUNCIL

DATE

15 May

2020

PARTIES

- (1) **ELAINE PATRICIA BARKER** of 1 Heath Walk, Blaxhall, Woodbridge, Suffolk, IP12 2EA ("Ms Barker")
 - (2) **HILARY ANN DAY** of 14 John Shepherd Road, Fressingfield, Eye, Suffolk, IP21 5SW ("Ms Day")
 - (3) **RICHARD EDWARD PRYOR** of 47 Sandhill Road, Leigh-on-Sea, Essex, SS9 5BY ("Mr Pryor")
 - (4) **JORDAN DEVELOPMENTS (EAST ANGLIA) LIMITED** (Company Registered No. 04900337) of 22 Earsham Street, Bungay, Suffolk, NR35 1AG ("Jordan")
 - (5) **R Q CAPITAL LIMITED** (Company Registration No. 7914552) of Bawdeswell Hall, Dereham, Norfolk, NR20 4SA ("RQ");
- and
- (6) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the District Council")
 - (7) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the County Council")

INTRODUCTION

- 1 The District Council is a local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The County Council is the local highway authority (except for trunk roads) and is the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- 3 Ms Barker, Ms Day and Mr Pryor (hereinafter called "the First Owners") are joint owners of the freehold interest in the red land free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number SK374987.
- 4 Jordan is the owner of the freehold interest in the green land subject to the restrictive covenants in favour of the First Owners and the

registered charge in favour of RQ referred to in the Property and Charges Register of Title Number SK384705.

5 The First Owners and Jordan are referred to collectively as "The Owner".

6 Jordan has submitted the Application to the District Council for the Development on the Land and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.

7 The First Owners and Jordan have agreed to enter into this Deed to bind the Land in the event that the District Council or the Secretary of State on appeal grants planning permission for the development sought in the Application ("Planning Permission").

8 RQ have agreed to be a party hereto in the manner hereinafter provided the green land shall be bound by the obligations and that the security of the charge over the green land shall take effect subject to the obligations provided that RQ shall otherwise have no liability hereunder unless it takes possession of the Land or part thereof in which case (and only in which case) it will be bound by the obligations as if it were a person deriving title from the Owners.

9 The District Council enters into this Deed to the intent that the requirements of the District Council's policies are met and that any objections by the District Council to the grant of planning permission on the basis of those policies are overcome.

10 The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Land are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

11 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 Regulations 2010 (as amended)

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

“Act”	the Town and Country Planning Act 1990 (as amended)
“Affordable Dwelling”	Affordable Housing to be built on the Land as part of the Development and to be disposed of in accordance with this Deed and “Affordable Dwellings” shall be construed accordingly
“Affordable Housing”	means subsidised housing for sale or rent that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with Annexe 2 of the NPPF
“Application”	the planning application for full Planning Permission to develop the Land in accordance with the application plans and other materials deposited with the District Council dated 23 rd October 2019 and bearing the District Council’s reference number DC/19/04998
“BCIS Index”	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise

	<p>unavailable) such alternative basis of indexation as may be agreed between the District Council the County Council and the Owner</p>
<p>“BCIS Index Linked”</p>	<p>the increase in any sum referred to in the Third Schedule by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 10 of this Deed;</p>
<p>“Chargee”</p>	<p>any mortgagee or chargee of the Registered Provider or of the Laxfield Community Land Trust or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or housing administrators pursuant to section 101 of the Housing and Planning Act 2016</p>
<p>“Chargee’s Duty”</p>	<p>the tasks and duties set out in paragraph 1.6 of the Second Schedule</p>
<p>“Commencement of Development”</p>	<p>the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out by or on behalf of the Owner on the Land 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,</p>

remedial work in respect of any contamination or other adverse ground conditions, diversion and lay of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

"Laxfield Community Land Trust" or
"Laxfield CLT"

means the Laxfield Community Land Trust which is a form of community-led housing and exists as a legal entity in its own right which acquires land through purchase (on behalf of the community) or a gift and oversees the development of affordable housing to buy or rent

"Completion of Development"

"the date that the last Dwelling is first Occupied

"Development"

the development of the Land for the construction of eleven (11) dwellings including three (3) Affordable Dwellings as set out in the Application

"Dwelling"

a dwelling to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly

"Homes England" or "HE"

Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body

with statutory force charged with regulating Registered Providers

“the Land”

the land that is the subject of the Planning Permission against which this Deed may be enforced and means the red land and the green land taken together and as shown for identification purposes only on the Plan

“the red land”

means the land edged red on the plan but excluding the green land.

“the green land”

means the land edged green on the plan.

“Late Payment Interest”

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

“Open Market Dwellings”

those Dwellings built on the Land which are general market housing for sale or rent on the open market and which are not Affordable Dwellings

“Open Market Value”

The estimated amount for which an Affordable Dwelling should exchange unconditionally between a willing buyer and a willing seller in an arm’s length transaction after reasonable marketing and where each party acted knowledgeably, prudently and without compulsion and the

	provisions of this Deed are otherwise disregarded
Sales Nomination Restrictions	The restrictions set out in the Sixth Schedule dealing with the allocation of the Affordable Housing by granting the District Council rights to nominate the initial purchasers of the Shared Equity Dwellings
“Notice of Actual Commencement”	Notice in writing to advise of the actual Commencement Date
“Notice of Expected Commencement”	Notice in writing to advise of the expected Commencement Date
“NPPF”	Means the National Planning Policy Framework published in February 2019 (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
“Occupation”	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied and “Occupy” shall be construed accordingly
“Planning Permission”	the planning permission subject to conditions as may be granted by the District Council pursuant to the Application or on Appeal by the Planning Inspectorate such

	<p>planning permission to be substantially in the form of the draft as set out in the First Schedule</p>
<p>“Practical Completion”</p>	<p>issue of a certificate of practical completion by the Owners’ architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect or project manager</p>
<p>“Protected Tenant”</p>	<p>Any tenant who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling</p>
<p>“Registered Provider”</p>	<p>means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the <i>Regulator of Social Housing</i> pursuant to Chapter 3 of that Act and for the avoidance of doubt the District Council may be the Registered Provider and “Registered Providers” shall be construed accordingly</p>
<p>“Secondary Education Transport Contribution”</p>	<p>the sum of £9,600.00 (nine thousand and six hundred pounds) BCIS Indexed to be paid to the County Council to be used for the transportation of secondary school pupils (between the ages of 11 and 16 inclusive) that live on the Development to</p>

and from the nearest appropriate secondary school that has capacity to admit pupils living on the Development and for which the County is liable to fund secondary school transport

“Shared Equity Dwelling”

means Affordable Housing with the freehold purchased on a shared equity basis whereby 75% of the Open Market Value of the Affordable Dwelling is paid by the purchaser to the Owner and which is to be occupied under a shared equity transfer on a standard form of shared equity transfer in accordance with the terms of this Deed including the Sixth Schedule hereto and in respect of which the Laxfield CLT or the Registered Provider will have the benefit of a non-interest bearing charge over the freehold for a sum equal to 25% of the Open Market Value at the date of disposal and with the purchaser having the right to redeem the 25% share after five (5) years subject to the Second Schedule and “Shared Equity Dwellings” will be construed accordingly and *in the event that the occupier wishes to move from the dwelling before the five (5) year period, the dwelling must be re-sold at no more than 75% of the open market sale value*

“Plan”

Means the plan attached to this Deed

“Working Days”

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

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever 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 for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party to the Land or any part thereof as if that person had been an original party to this Deed and in the case of the District Council and the County Council and their successors to their respective statutory functions

- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council and/or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Plan" in this Deed shall be references to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owners the District Council and the County Council
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against: -
- a) (save in respect of the obligations restricting occupation of the Dwellings in the Second Schedule insofar as they relate to Dwellings owned by the following persons and bodies) those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings; or
 - b) any statutory undertaker who acquires any part of the Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 2.10 The headings are for reference only and shall not affect construction.
- 2.11 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council as appropriate as local planning authorities against the Owner or their successors in title
- 3.3 This Deed is a Deed and may be modified or discharged in part or in total at any time after the date of this Deed by Deed between the parties in the form of a Deed
- 3.4 If the District Council agrees pursuant to an application under Section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under Section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- save for the provisions of Clauses 7.3, 12, 15, 20 and 21 (legal costs change in ownership right of entry dispute resolution jurisdiction and delivery) and any other relevant provisions which 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 judgement 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 Act are concluded:

- (a) when the court has given judgement 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 as set out in the Second Schedule

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

6 THE DISTRICT COUNCIL'S COVENANTS

- 6.1 The District Council covenants with the Owner as set out in the Fourth Schedule
- 6.2 The County Council hereby covenants with the Owner as set out in the Fifth Schedule

7 MISCELLANEOUS

- 7.1 The Owner shall act in good faith and shall co-operate both with the District Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the District Council or the County Council its duly authorised officers or agents to have access to any part or all of the Land or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 7.2 The Owner agrees declares and covenants with both the District Council and the County Council that it shall 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 agreement and further shall indemnify the District Council and the County Council for any expenses or liability arising to the District Council and the County Council in respect of breach by the Owner or any obligation contained herein save to the extent that any act or omission of both the District Council and the County Council its employees or agents has caused or contributed to such expenses or liability
- 7.3 Jordan undertakes to pay to both the District Council and the County Council on completion of this Deed the proper and reasonable legal costs of both the District Council and the County Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 The Owner covenants to pay to the County Council's £412.00 (four hundred and twelve pounds) on or prior to completion of this Deed

towards the costs incurred in monitoring the obligations contained in this Deed

- 7.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.6 This Deed shall be registerable as a local land charge by the District Council.
- 7.7 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from the District Council and the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Head of Economy or officer acting under his hand and on behalf of the County Council
- 7.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.9 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed
- 7.11 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 Land (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 Land notwithstanding the retention of

easements or the benefit of covenants, restrictions or reservations in respect of it.

- 7.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land 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 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Deed are hereby waived
- 7.14 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 either the District Council
- 7.15 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.16 The Owner covenants and warrants to the District Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests therein.

8 WAIVER

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

9 CHANGE IN OWNERSHIP

- 9.1 The Owner agrees with the District Council and with the County Council to give it written notice of any transfer in ownership of any of its freehold interests in the Land occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like

10 INDEXATION

- 10.1 Any sum referred to in the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

10.1.1 A is the sum payable under this Deed;

10.1.2 B is the original sum calculated as the sum payable;

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

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

10.1.5 C/D is greater than 1.

11 INTEREST

11.1 If any payment due under this Deed is paid late Late Payment Interest will be payable from the date payment is due to the date of payment

12 RIGHT OF ENTRY

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

12.1.1 such employee or agent on arrival at the Land 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 Land)

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

12.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary

12.1.4 such employee or agent may take photographs measurements and levels

12.1.5 such employee or agent may not remain on the Land for no longer than is reasonably necessary for carrying out a proper inspection

12.1.6 such employee or agent and any other accompanying persons shall comply with the Owner's or the Owner's representative's reasonable directions and precautions in the interests of safety

13 VAT

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

14 NOTICES

14.1 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 14.2

14.2 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	Chief Planning Officer (or a duly appointed successor), Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure (or a duly appointed successor), Suffolk

	County Council, Endeavour House, 8 Russell Road, Ipswich, IP1 2BX
Ms Barker	1 Heath Walk, Blaxhall, Woodbridge, Suffolk, IP12 2EA
Mr Pryor	47 Sandhill Road, Leigh-on-Sea, Essex, SS9 5BY
Jordan	22 Earsham Street, Bungay, Suffolk, NR35 1AG
RQ	Bawdeswell Hall, Dereham, Norfolk, NR20 4SA

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

15 DISPUTE RESOLUTION

15.1 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 arbitration before a single Expert (the "Expert")

15.2 The Parties shall jointly appoint the Expert not later than twenty-eight (28) days after service of a request in writing by either Party to do so

15.3 If the Parties are unable to agree within twenty-eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties as follows:

15.3.1 difference or question relates to the rights and liabilities of either Party or to the terms or conditions to be embodied in the Agreement or document appertaining to the Agreement 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

15.3.2 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

15.3.3 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 at the

request of either Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or

15.3.4 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

15.4 In the event of a reference to arbitration the Parties agree to:

15.4.1 prosecute any such reference expeditiously; and

15.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable

15.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award

15.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing

15.7 The award shall be final and binding both on the Parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be

15.8 Unless this Deed has already been terminated each of the Parties 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 15 but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed)

16 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

16.1 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 for a certificate to that effect and upon the District Council 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

17 APPROVALS

17.1 Where any details, programmes, plans, strategies, reports, matters or materials are approved by the District Council or the County 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 or the County Council shall replace those previously approved

18 COMMUNITY INFRASTRUCTURE LEVY

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

19 Notices

19.1 The Owner covenants to inform the District Council and the County Council by way of written notice within seven (7) days following:

- a) The Expected Date of Commencement
- b) The Date of Commencement of Development;

- c) Occupation of the first (1st) Dwelling;
- d) Occupation of the 4th Market Housing Unit
- e) The Date of Transfer of the Shared Equity Dwellings to a Registered Provider or Laxfield CLT
- f) Occupation of the final Dwelling;
- g) Completion of the Development.

20 JURISDICTION

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

21 DELIVERY

21.1 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 affixed in the presence of:)


 Authorised Officer



24472.

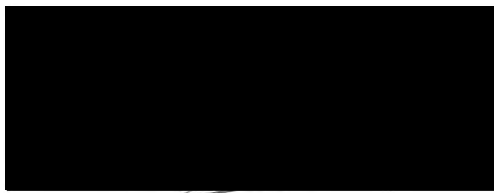


The COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)



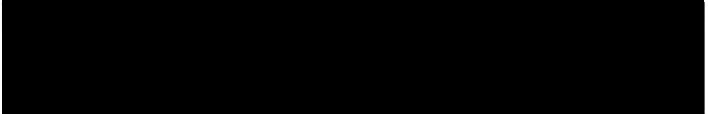
Authorised Signatory

Executed as a deed by
ELAINE PATRICIA BARKER



[SIGNATURE]

Signature of Witness



Full Name of witness (BLOCK CAPITALS)

Address of Witness:



Occupation:

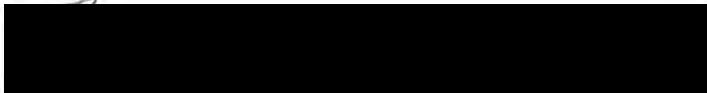


**Executed as a deed by
HILARY ANN DAY**




[SIGNATURE]

Signature of Witness



Full Name of witness (BLOCK CAPITALS)

Address of Witness:



**Executed as a deed by
RICHARD EDWARD PRYOR**



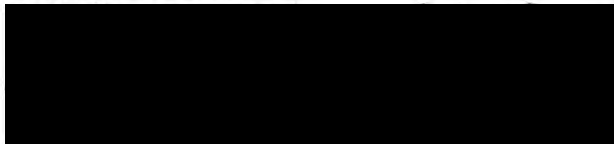
[SIGNATURE]

Signature of Witness



Full Name of witness (BLOCK CAPITALS)

Address of Witness:



**Executed as a deed by
JORDAN DEVELOPMENTS (EAST
ANGLIA) LIMITED**



[SIGNATURE]

Signature of Witness



Full Name of witness (BLOCK CAPITALS)

Address of Witness:

[REDACTED]

**Executed as a deed by
R Q CAPITAL LIMITED**

[REDACTED]

[SIGNATURE]

Signature of Witness

..... [REDACTED]

Name of witness (BLOCK CAPITALS)

[REDACTED]

Address of Witness:

[REDACTED]

Occupation:

[REDACTED]