

in the Site (save for disposals of individual Dwellings or to any statutory undertaker) occurring before all the obligations under this deed have been discharged such notice to be served within twenty (20) Working Days of such transfer quoting the District Council's reference DC/19/02090 to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan and a copy of the registered title and plan thereto.

11. RIGHTS OF ENTRY

11.1 During the construction of the Development on not less than twenty-four (24) hours written notice except in case of emergency 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;

11.1.2 such entry shall be effected between 08:00 and 17:00 on any Working Day;

11.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary for the purposes of the inspection;

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 precautions in the interests of safety and the Owner may refuse entry if such employee or agent fails to do so;

11.1.7 such employee or agent shall not be entitled to access any Dwellings that have been sold.

12. INDEXATION

Any sum referred to in the Second or Third Schedules (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the 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:

12.1 A is the sum payable under this deed;

- 12.2 B is the original sum calculated as the sum payable;
- 12.3 C is the Index for the month 2 months before the date on which the sum is payable;
- 12.4 D is the Index for the month 2 months before the date of this deed; and
- 12.5 C/D is greater than 1

13. INTEREST

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

14. VAT

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

15. NOTICES

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

15.2 The address for any notice or other written communication in the case of each party to this deed shall be as follows :-

The District Council	The Chief Planning Officer, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, 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	Grange Farm, Thurston Road, Great Barton, Bury St Edmunds, Suffolk IP31 2PS
The Promoter	Gladman Developments Limited, Gladman House, Alexandria Way, Congleton, Cheshire CW12 1LB

16. **DISPUTE PROVISIONS**

- 16.1 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”)
- 16.2 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
- 16.3 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:
- 16.3.1 difference or question relates to the rights and liabilities of either Party 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
 - 16.3.2 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
 - 16.3.3 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 by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
 - 16.3.4 if such difference of 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.
- 16.4 In the event of a reference to arbitration the Parties to the dispute agree to:
- 16.4.1 prosecute any such reference expeditiously; and
 - 16.4.2 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
- 16.5 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

- 16.6 The award shall be in writing signed by the Expert and shall be finalised within ten (10) Working Days' of the hearing
- 16.7 The award shall be final and binding both on the Parties to the dispute and on any persons claiming through or under them and judgment upon the award may be entered in any court having judicial acceptance of the award and an order of enforcement as the case may be
- 16.8 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 16 but without prejudice to the rights and obligations of the Parties to the dispute in relation to the termination of the deed
- 16.9 The provisions of this clause 16 shall not affect the ability of the District Council and/or County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages any other means of enforcing this deed and consequential and interim orders and relief

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 or the County Council for a certificate to that effect and upon the District Council or the County Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the District Council or County 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 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 County Council 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 relate to the Development permitted pursuant to the Application;
and

19.1.3 fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application.

20. **JURISDICTION**

This deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England

21. **DELIVERY**

The provisions of this deed (other than this clause which shall be of immediate effect) shall be of no effect until this deed has been dated

IN WITNESS whereof the parties hereto have executed this deed on the day and year first before written

The **COMMON SEAL** of)
MID SUFFOLK DISTRICT COUNCIL)
was affixed in the presence of:)

[Redacted Signature]

Authorised Signatory



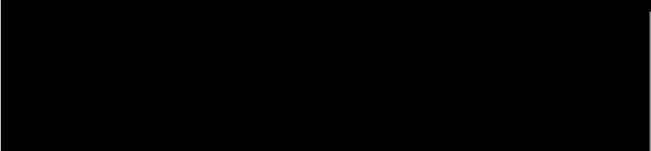
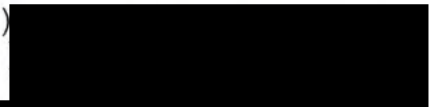
THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was affixed in the presence of:)

[Redacted Signature]

Authorised Officer



EXECUTED AS A DEED
by **JONATHAN JOSEPH BROWN**
in the presence of: -



Full Name: GREENE & GREENE
Address: 80 GUILDHALL STREET
EURY ST EDMUNDS
SUFFOLK IP38 1QB

Witness Occupation:
SOLICITOR

EXECUTED AS A DEED
by **PATRICIA BROWN**
in the presence of: -



Full Name: GREENE & GREENE
Address: 80 GUILDHALL STREET
EURY ST EDMUNDS
SUFFOLK IP38 1QB

Witness Occupation:
SOLICITOR

EXECUTED AS A DEED
by **STEPHEN JOSEPH BROWN**
in the presence of:-



Full Name:
Address: GREENE & GREENE
80 GUILDHALL STREET
EURY ST EDMUNDS
SUFFOLK IP38 1QB

Witness Occupation:
SOLICITOR

EXECUTED AS A DEED)
By GLADMAN DEVELOPMENTS LIMITED)
Acting by VICTORIA ANN a director)
in the presence of [REDACTED])

[REDACTED]
Director

Witness' signature [REDACTED]

Full Name..... SHARON MARIN

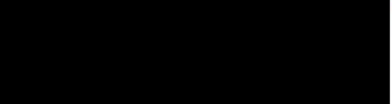
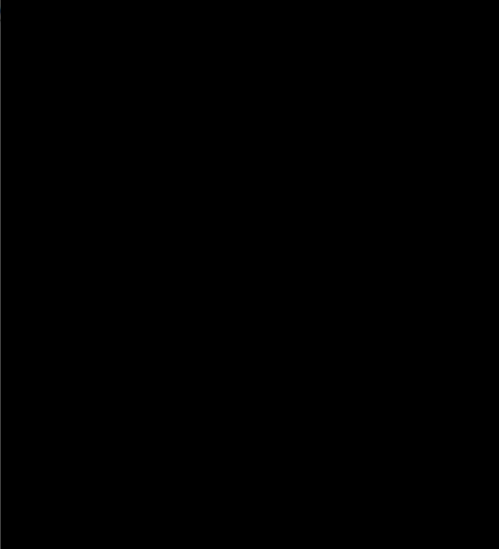
Address. [REDACTED]

Witness occupation LEAD SECRETARY


FIRST SCHEDULE

Details of the Owner's Title, and description of the Site

The freehold land shown edged red on the Plan consisting of the land known as land lying to the east side of Ixworth Road, Thurston, Bury St Edmunds, Suffolk registered with the Land Registry under Title Number SK390163



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 <p>GLADMAN Gladman House, Alexandria Way Congleton Business Park Congleton, Cheshire CW12 1LB Tel: 01260 288800 Fax: 01260 288801 www.gladman.co.uk</p>	B	17.05.2021	SB	Amended to suit title plans	Project	Ixworth Road, Thurston	Drawn by	Issue date	
	Rev	Date	By	Revision notes			Title checked by	Title checked date	
	Status				LEGAL	Title	Location Plan	Highways checked by	Highways checked date
								Topo checked by	Topo checked date
							Scale(s)	1:2500 at A3	
							Drawing No	2018-139/101 rev B	

SECOND SCHEDULE

OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART 1

- 1 The Owner shall give the District Council Notice of Expected Commencement not less than five (5) Working Days before the date that the Owner expects Commencement of Development to occur and (ii) within fifteen (15) Working Days of Commencement of Development Notice of Actual Commencement in order to confirm that Commencement of Development has occurred
- 2 The Owner shall give the District Council no less than one (1) months' written notice of the anticipated date for the first Occupation of the first Dwelling
- 3 The Owner shall within five (5) Working Days give written notice to the District Council following
 - 3.1 the date of Occupation of the first Dwelling
 - 3.2 the date of Occupation of the final Dwelling

PART 2

AFFORDABLE HOUSING

- 1.1 The Development shall consist of up to seventy-four (74) Affordable Housing Units comprising indicatively as follows unless otherwise agreed in writing with the District Council:

Affordable Rented – 52 Dwellings

12 x1 bedroom 2 person semi-detached houses @ minimum of 58 sqm (to be provided in minimum of 2 clusters of 6)

4 x 2 bedroom 4 person bungalows @ 70 sqm

26 x 2 bedroom 4 person houses @ minimum of 79 sqm

8 x 3 bedroom 5 person houses @ minimum of 93 sqm

2 x 3 bedroom 6 person houses @ minimum of 102 sqm

Shared Ownership Dwellings – 22 Dwellings

17 x 2 bedroom 4 person houses @ minimum of 79 sqm

5 x 3 bedroom 5 person houses @ minimum of 93 sqm

For the avoidance of doubt if the Approval includes fewer than 210 Dwellings the number and types of Affordable Units shall be reduced proportionately by agreement in writing with the District Council

- 1.2 The Owner covenants not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the District Council in writing PROVIDED THAT an amended, revised or substituted Affordable Housing Scheme may be approved by the District Council in writing following the Commencement of Development 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
- 1.3 Having given notice under paragraph 1 of this Schedule 2 Part 1 above the Owner shall use reasonable endeavours to agree with the Council within 2 months of said notice 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.
- 1.4 Following the Commencement of Development the Owner shall construct the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme and shall meet the Nationally Described Space Standards Technical Guidance March 2015 or any that supersede them
- 1.5 Subject to paragraph 1.10 to 1.13 inclusive below the Owner shall not
 - 1.5.1 Occupy or permit Occupation of more than 50% (fifty per cent) (rounded up to the nearest whole number) of the Market Housing Units until 50% (fifty per cent) (rounded up to the nearest whole number) of the Affordable Housing Units have been constructed and are ready for Occupation and in the case of the Affordable Housing Units that are either Affordable Rented Housing Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider
 - 1.5.2 Occupy or permit Occupation of more than 80% (eighty per cent) (rounded up to the nearest whole number) of the Market Housing Units until all of the Affordable Housing Units have been constructed and are ready for Occupation and in the case of the Affordable Housing Units that are either Affordable Rented Housing Units or Shared Ownership Dwellings that those units have been transferred to the Registered Provider

- 1.6 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:
- 1.6.1 with vacant possession;
 - 1.6.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 1.6.3 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;
 - 1.6.4 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;
 - 1.6.5 subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council
- 1.7 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.8, 1.9 and 1.12 below
- 1.8 The District Council and the Owner agree that the obligations and restrictions contained in this Second Schedule Part 2 paragraph 1 shall not bind:
- 1.8.1 a mortgagee, chargee or receiver of any Affordable Housing Unit(s) who has complied with the provisions of paragraph 1.9 of this part of this Schedule;
 - 1.8.2 any RTA Purchaser;
 - 1.8.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;
 - 1.8.4 a leaseholder of a Shared Ownership Dwelling who is entitled to exercise their right under a Shared Ownership Lease to acquire 100% of the equity of their property; or
 - 1.8.5 a Protected Tenant; or
 - 1.8.6 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.8.
- 1.9 Any Chargee of the Registered Provider shall prior to seeking to dispose of the Affordable Housing Unit(s) or any identified Affordable Housing Unit(s) (as identified on