

This Deed is made the 9th day of December

2023

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, Suffolk, IP1 2BX ("the County Council")
- (3) **MR JOHN PHILIP CUTTING** and **MARGARET JACINTHA CUTTING** of White Lodge Farm, Church Lane, Batham, Ipswich IP6 2FU ("the Owner")

INTRODUCTION

1. The District Council is a local planning authority for the purposes of the Act for the area in which the Site is situated
2. The County Council is the local highway authority (except for trunk roads) the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
3. The ownership and other interests in the Site are as set out in the First Schedule.
4. The Applicant has submitted the Application to the District Council for the Development and the District Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed
5. 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

6. The District Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in the Deed.
7. 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:

1. DEFINITIONS

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

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| "Act" | the Town and Country Planning Act 1990 (as amended) |
| "Additional Meadow" | means the 'ha of land indicatively identified on the Plan and shaded blue to be provided as meadow pursuant to Part 9 of the Third Schedule or if agreed in the District Council's absolute discretion in its capacity as local planning authority such other land as may be agreed between the Owner and the District Council in writing subject to a satisfactory planning permission and section 106 agreement (unless otherwise agreed in writing) |
| "Additional Meadow Scheme" | means the specification and timing for delivery of the Additional Meadow including the specifications plans and drawings showing but not limited to the location, layout and design and future maintenance and management of the Meadow (but FOR THE AVOIDANCE OF DOUBT not including the identity of the management body) to be agreed in writing with the District |

Council), in accordance with paragraph 1 of Part 9 of the Third Schedule.

"Affordable Housing"

subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with and defined in Annex 2 of the NPPF.

"Affordable Housing Nomination Agreement"

an agreement substantially in the form set out in the Seventh Schedule (subject to such amendments as may be reasonably required by the Registered Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by a Registered Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning.

"Affordable Housing Scheme"

means the affordable housing scheme to be submitted to the District Council as part of the reserved matters application for written approval by the District Council for the provision of Affordable Housing as part of the Development detailing the following (unless otherwise agreed in writing):

- i) the plots and location;
- ii) bedroom numbers per Dwelling based on an indicative mix of (unless otherwise agreed in writing):

10% x 1 bed 2-person flats

6% x 2 bed 4-person flats

9% x 2 bed 3 and 4-person bungalows

48% x 2 bed 4-person houses

27% x 3 bed 5 and 6-person houses

iii) Dwelling size; and

iv) tenure

"Affordable Housing Units"

means thirty-five per cent (35%) of the Dwellings to be provided on the Site pursuant to the Planning Permission to be Occupied as Affordable Housing in accordance with the Affordable Housing Scheme and for the avoidance of doubt and unless otherwise agreed in writing with the District Council (such agreement not to be unreasonably delayed or withheld) will have a tenancy split of seventy-five per cent (75%) Affordable Rented Housing Units and shall be Occupied by persons allocated 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 Nomination Agreement (as varied from time to time) and twenty five per cent (25%) Shared Ownership and shall be Occupied by persons in accordance with the Government's Help to Buy Scheme (or any subsequent scheme)

BLP on behalf of Mid
Suffolk District Council,
Suffolk County Council &
the owner

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"Affordable Rented Housing Units"

means housing made available by a Registered Provider as low-cost rental accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 30% of the equivalent Market Rent including any service charges applicable

"Applicant"

Pigeon Investment Management Ltd of Salisbury
House, Station Road, Cambridge CB1 2LA

"Application"

the application for planning permission to develop the Site in accordance with the application plans and other materials deposited with the District

	Council validated on 9 May 2017 and bearing the District Council's reference number 7856/17
"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 unavailable) such alternative basis of indexation as may be agreed between the District Council, the County Council and the Owner;
"BCIS Indexed"	the increase in any sum referred to in the Third and Fourth 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 estimated in accordance with Clause 11 of this Deed
"Chargee"	any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed by such mortgagee or chargee under its security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Chargee's Duty"	the tasks and duties set out in paragraph 1.2 of Part 2 of the Third Schedule
"Church"	the Church of St Mary & St Peter Barham Church Lane, Barham, Ipswich IPS 0EB
"Church Extension Site"	means the part of the Site shown for identification purposes only shaded pink on the Plan (or as may otherwise be agreed with the District Council or agreed pursuant to the Planning Permission)

"Church Extension Site Contribution"

means the sum of Sixty Thousand Pounds (£60,000) to be paid to the District Council to enable improvements to the Church car parking, improvements to the access route to and from the Church and the provision of cycle parking at the Church.

"Church Extension Site Meadow"

shall mean the meadow to be created in the event the Church Extension Site is not transferred to the Church pursuant to Part 5 of Schedule 3.

"Commencement of Development"

means the first carrying out of a material operation (as defined in Section 56(4) of the Act) in relation to the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and lay of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements although for the purposes of this Deed Commencement of Development shall not include any material operation or otherwise on the Primary School Site or any part of the Site that is agreed to be for the provision of the Primary School and "Commence" and "Commencement" and "Commence Development" shall be construed accordingly.

"Community Use Site"

means the area coloured red on the Plan to be used for either a doctor's surgery or as agreed in writing with the District Council for an alternative community use or if agreed in the District Council's absolute discretion in the Council's capacity as local planning authority such other land as may be agreed between the Parties in

	writing subject to a satisfactory planning permission and section 106 agreement.
"Completion of Development"	means the date that the last Dwelling is first Occupied.
"Design Code"	<p>means the Design Code to be submitted to the District Council prior to the submission of the first reserved matters application for the Residential Phase for written approval by the District Council having regard to the expectations of good design and planning for climate change pursuant to the NPPF ensuring the following:</p> <ul style="list-style-type: none"> i) establishing measurable reductions in carbon emissions through sustainable construction, use of renewable energy by optimising opportunities for sustainable travel including walking, cycling and public transport initiatives; ii) that the development delivers sustainable development; iii) creating better places in which to live and work. <p>PROVIDED THAT the Design Code shall not be expected to exceed legislative requirements at the time of determination whether under Building Regulations 2010 (as amended) or otherwise.</p>
"Development"	the development of the Site pursuant to the Application for phased development for the erection of up to 269 dwellings and affordable housing together with associated access and spine road including works to Church Lane, a Community Use Site, amenity space including an extension to the church grounds, reserved site for pre-school and primary school and all other works and infrastructure.
"Dwelling"	a dwelling (including a house flat or bungalow and includes Affordable Housing Units) to be

	constructed pursuant to the Planning Permission and "Dwellings" shall be constructed accordingly.
"Education Contribution"	means the sum of One Million Four Hundred and Thirty-One Thousand Two Hundred and Ten pounds (£1,431,210) to be paid to the County Council towards the provision of a new primary school including land acquisition costs serving the Development.
"First Skylark Mitigation Monitoring Report"	a report prepared by a suitably qualified person following a survey to record the number of skylark present in proximity to plots identified in the Skylark Mitigation Scheme undertaken during the fifth nesting season following Commencement of Development providing the results of the survey.
"Full Travel Plan"	the full travel plan to be agreed pursuant to the Planning Permission.
"Habitats Sites"	means those sites on the Suffolk Coast which will be included within the definition of regulation 8 of the Conservation of Habitats and Species Regulations 2017 for the purpose of those regulations.
"Habitats Sites Mitigation Contribution"	means the sum of up to £32,788.41 (thirty-two thousand seven hundred and eighty-eight pounds and forty one pence) to be calculated using the Habitats Sites Mitigation Contribution Calculation to be paid by the Owner to the District Council as a contribution towards the impact of development on the Habitats Sites.
"Habitats Sites Mitigation Contribution Calculation"	means the sum of £121.69 (one hundred and twenty one pounds and eighty-nine pence) per Dwelling to calculate the Habitats Sites Mitigation Contribution.
"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 Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Highways PROW Contribution"	means the sum of One Hundred and Fifteen Thousand Five Hundred pounds (£115,000) to be paid to the County Council towards improvements to the public rights of ways within the vicinity of the Development
"Highways Wage Contribution"	means the sum of eighty five thousand pounds (£85,000) to be paid to the County Council towards improvements to highways infrastructure within the villages of Barham and Claydon serving the Development
"Interest"	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
"Management Company"	a company or body who will take over responsibility for the future maintenance of the Open Space and which definition may include a resident's association established for this purpose or a private limited company
"Market Housing Units"	those Dwellings which are general market housing for sale or rent on the open market and which are not Affordable Housing Units
"Market Rent"	means market rent as defined in the latest edition of the Red Book and ratified by a member of the Royal Institution of Chartered Surveyors
"Marketing Specification"	means a scheme detailing how the Community Use Site shall be marketed including timing of implementation and duration to be agreed with the District Council in accordance with paragraph 2 of Part 3 of the Third Schedule or deemed to be

	approved by the District Council pursuant to paragraph 4 of Part 3 of the Third Schedule
"Market Value"	means the market value as defined by the Red Book or any replacement volume
"Meadow"	means the area identified as a meadow pursuant to the Planning Permission and as indicatively shown on the Plan and shaded orange (unless otherwise agreed in writing)
"Meadow Scheme"	means the specification for delivery of the Meadow and/or Church Extension Site Meadow (as appropriate) including the specifications plans and drawings showing but not limited to the location, layout and design and future maintenance and management (but FOR THE AVOIDANCE OF DOUBT not including the identity of the management body) of the Meadow to be agreed in writing with the District Council in accordance with paragraph 1 of Part 8 of the Third Schedule or the Church Extension Site Meadow in accordance with paragraph 2 of Part 5 of the Third Schedule
"Nominated Body"	means one of the following: <ul style="list-style-type: none"> a) the Parish Council; b) the Management Company; c) the Owner; or d) such other body (other than those listed above) as the District Council may agree
"Notice of Actual Commencement"	notice in writing to advise of the actual Commencement Date
"NPPF"	Means the National Planning Policy Framework (July 2021) as amended or replaced

"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
"Open Market Value"	means the Market Value of the Affordable Housing Units but on the assumption that the Affordable Housing Units can be sold on the open market without restriction on price, tenure, ownership or occupation free from the implications contained in this Deed and assuming that the Affordable Housing Unit is newly completed decorated and equipped and ready in all respects for first residential occupation and which shall be evidenced by the provision of valuations from three suitably qualified valuers who are independent and not employed by the Owner
"Open Space"	the areas of open space and onsite playing area to include any sustainable drainage system as agreed pursuant to the Planning Permission up to a maximum of 2.05 hectares for use by the wider community (and for the avoidance of doubt there shall be no obligation to provide open space on the Meadow and in respect of the Additional Meadow there shall be no obligation to provide public access to the open space on the Additional Meadow for 7 years from the date of this Deed)
"Open Space Commuted Sum"	means a sum of £4.59 per sqm per annum of Open Space (that comprises equipped play space) plus £0.62 per sqm per annum of Open Space (including any areas of Open Space that does not included equipped play space) to be paid for a period of 8 years for the ongoing

maintenance and management of the Open Space

"Open Space Land"

means the part of the Site upon which the Open Space is to be provided in accordance with the Open Space Specification

"Open Space Specification"

means the specification for delivery of the Open Space (excluding the Meadow and Additional Meadow) including the specifications plans and drawings showing but not limited to the location, layout and design of the Open Space including details of any proposed play areas and equipment landscaping, paths and access arrangements, street furniture and fencing to be agreed in writing with the District Council in accordance with paragraph 1 of Part 4 of the Third Schedule

"Open Space Transfer"

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

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title;
- b) All easements and rights necessary in relation to access for the benefit of the Open Space;
- c) Any exceptions and reservations in relation to drainage and services, 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 space;

(ii) Not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development

e) payment of the Open Space Commuted Sum in the event the Nominated Body is the Parish Council and the Open Space is transferred to the Parish Council; and

f) in the event the Open Space is to be provided following the transfer of the Open Space Land obligations requiring the Owner to provide the Open Space in accordance with the terms of this Deed

"Parish Council"

means either Barham Parish Council or Claydon and Whitton Parish Council

"Phase"

means a phase of the Development as set out and agreed pursuant to the Planning Permission which for the avoidance of doubt shall not include the Primary School Site, Additional Meadow, Meadow, Community Use Site and the Church Extension Site / Church Extension Site Meadow and land subject to the Skylark Mitigation Scheme

"Plan"

the plan attached to this Deed and marked "S.106 Plan 1856/17"

"Planning Permission"

the planning permission subject to conditions which may be granted by the District Council pursuant to the Application substantially as set out in the draft in the Second Schedule

"Practical Completion"

issue of a certificate of practical completion by the Owner's architect or project manager or in the event that the Development is constructed by a party other than the Owner the issue of a

certificate of practical completion by that other party's architect or project manager

"Primary School"

means an education facility for children between the ages of 4 and 11 (inclusive) or any variant thereof to be provided on the Primary School Site to comprise both indoor and outdoor facilities for education and/or childcare and/or sports and/or community use

"Primary School Site"

means the site allocated for the new Primary School shown for identification purposes only coloured yellow on the Plan or any alternative Site serving the Development as may otherwise be agreed with the District Council

"Protected Tenant"

any person who has:

- a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008;
- b) exercised the right to acquire pursuant to any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and
- c) any person who has staircased the equity in their Shared Ownership Dwelling to 100%; and
- d) any successor in title to a)-c) above

"Red Book"

means the RICS Valuation – Global Standards 2017 (the Red Book) or such other document amending, consolidating or replacing it

"Registered Provider"

means a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by HE under Chapter 3 of that act. For the avoidance of doubt this includes the Council.

"Residential Phase"	means the part of the Site to be developed for residential purposes containing dwellings to exclude the Additional Meadow, Community Use Site, Church Extension Site/ Church Extension Site Meadow, Primary School Site and land subject to the Skylark Mitigation Scheme
"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit under the right to buy under Part V of the Housing Act 1985 or pursuant to the right to acquire under the Housing and Regeneration Act 2008 or any similar or substitute statutory rights in force from time to time
"Second Skylark Monitoring Report"	a report prepared by a suitably qualified person following a survey to record the number of skylark present in proximity to plots identified in the Skylark Mitigation Scheme undertaken during the tenth nesting season following Commencement of Development providing the results of the survey
"Shared Ownership Dwellings"	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 HE's capital funding guide
"Shared Ownership Lease"	a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby not less than 10% (ten percent) and not more than up to 70% (seventy percent) (save that the Council will agree up to 75% (seventy-five percent) should the Owner provide reasonable justification to the Council) on first purchase of the equitable interest is paid by the tenant on completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to

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

"Site"

the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan together with the Skylark Mitigation Scheme Plan

"Skylark"

is a UK Priority Species under Section 41 of the Natural Environment and Rural Communities (NERC) Act, 2006, in addition, to being a Red listed species of Conservation Concern

"Skylark Mitigation Implementation and Monitoring Report"

a report prepared by a suitably qualified person following a survey to record the number of skylark present in proximity to the Skylark Mitigation Scheme undertaken during the first nesting season following Commencement of Development confirming that the Skylark Mitigation Scheme has been implemented in full and providing the results of the survey.

"Skylark Mitigation Scheme"

the delivery of mitigation for the potential impact of the Development upon local Skylark breeding

territories to include (unless otherwise agreed in writing with the District Council):

a) three Skylark plots to be provided as areas of undrilled arable farmland within the areas shown shaded purple for identification purposes only on the plan appended hereto and given reference 0068/304 dated 20 December 2017 unless it is subsequently agreed with the District Council (acting reasonably) that the Skylark plots may be provided elsewhere within the land edged red on the Skylark Mitigation Scheme Plan; and

b) each Skylark plot to be at least 3 metres wide and have an area of between 16 metres squared and 24 metres squared and to be provided in accordance with the RSPB Guidance Leaflet "Farming for Wildlife Skylark Plots" appended to this Agreement as Appendix 1

"Skylark Mitigation Scheme Plan"

the plan marked "*Skylark Mitigation Scheme Plan*" attached to this Deed

"Travel Plan Evaluation and Support Contribution"

means the sum of One Thousand Pounds (£1,000) BCIS Indexed per annum from Occupation of the 100th Dwelling for a minimum of 5 years or one year after Occupation of the final Dwelling whichever is the longest duration paid by the Owner to the County Council to be used towards the monitoring and support by the County Council of the travel plans to be agreed pursuant to the Planning Permission

"Working Days"

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

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, sub-clause, schedule, paragraph, sub-paragraph or recital such reference (unless the context otherwise

requires) is a reference to a clause, sub-clause, schedule, paragraph, sub-paragraph or recital in this Deed

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise
- 2.5 Any reference to an act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the District Council and the County Council the successors to their respective statutory functions
- 2.7 Where this Deed requires a plan or strategy or other document to be submitted to the District Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document
- 2.8 References to a "Plan" or "Drawing" in this Deed shall be reference to the plans attached to this Deed bearing the relevant plan number or any amended plans as shall be agreed between the Owner, the District Council and the County Council
- 2.9 None of the covenants contained in this Deed on the part of the Owner shall be enforceable against:
- 2.9.1 those persons who purchase (including purchasers by way of long lease) any Dwelling for occupation by themselves or their lessees tenants or individuals of the Dwellings (save that the restrictions relating to Occupation set out herein in respect of the Affordable Housing Units set out in paragraphs 1.5 of Part 2 of the Third Schedule shall be enforceable against the owners and occupiers of such units); or

2.9.2 any statutory undertaker who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

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 its successors in title

3.3 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the parties in the form of a deed

3.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such

4. CONDITIONALITY

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

save for the provisions of Clauses 3, 7.3, 7.4, 7.5, 7.6, 7.7, 7.9, 7.11, 7.15, 9, 14, 15, 16, 17, and 19 and any other relevant provisions which shall come into effect immediately upon completion of this Deed

5. THE OWNER'S COVENANTS

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

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

5.3 The Owner, District Council and the County Council agree that the obligations in this Deed shall only be binding on the Residential Phase SAVE THAT and FOR THE AVOIDANCE OF DOUBT:

5.3.1 the obligations in Part 3, Third Schedule shall only be binding and enforceable against the Community Use Site;

5.3.2 the obligations in Part 9, Third Schedule shall only be binding and enforceable against the Additional Meadow;

5.3.3 the obligations in Part 8, Third Schedule shall only be binding and enforceable against the Meadow;

5.3.4 the obligations in Part 5, Third Schedule shall only be binding and enforceable against the Church Extension Site/ Church Extension Site Meadow; and

5.3.5 the obligations in Part 10, Third Schedule shall only be binding and enforceable against the land identified on the Skylark Mitigation Scheme Plan and that land ultimately subject to the Skylark Mitigation Scheme; and

5.3.6 the obligations in Part 5, Fourth Schedule shall only be binding and enforceable against the Primary School Site; and

5.3.7 none of the obligations referred to in paragraphs 5.3.1 to 5.3.6 above shall be binding or enforceable against a Residential Phase

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

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

6.2 The County Council covenants with the Owner as set out in the Sixth 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 of the District Council and or the County Council to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein

- 7.2 The Owner agrees declares and covenants both with the District Council and County Council to observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed
- 7.3 The Owner covenants to pay to the District Council on completion of this Deed the proper and reasonable legal costs of the District Council incurred in the negotiation preparation and execution and completion of this Deed
- 7.4 The Owner covenants to pay to the County Council the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution and completion of this Deed prior to the completion of this Deed and the County Council's monitoring fees of £2,060 on completion of this Deed
- 7.5 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.6 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the District Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the District Council by the Chief Planning Officer and on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure or officer acting under his hand
- 7.7 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall, on application by the Owner, forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.8 Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the District Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed PROVIDED THAT if the District Council agrees following an application under section 73 of the Act to vary or to be released from any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act

the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the District Council in determining the application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission

- 7.10 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or part of the Site to which the breach relates save for an interest arising only from the grant or reservation of an easement or similar right or the benefit of any restrictive covenant in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.12 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived
- 7.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the District Council or the County Council
- 7.14 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities
- 7.15 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 over that part of the Site registered with the Land Registry under title number SK366650

8. WAIVER

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

9. CHANGE IN OWNERSHIP

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

10. RIGHT OF ENTRY

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

- 10.1.1 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)
- 10.1.2 such entry shall be effected between 08.00 and 17.00 on any day
- 10.1.3 such employee or agent may be accompanied by such other persons as may be reasonably necessary
- 10.1.4 such employee or agent may take photographs measurements and levels
- 10.1.5 such employee or agent may not remain on the Site for longer than is reasonably necessary for carrying out a proper inspection

10.1.6 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

11. INDEXATION

Any sum referred to in the Third Schedule Fourth Schedule and the Eighth Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS 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:

11.1 A is the sum payable under this Deed;

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

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

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

11.5 C/D is greater than 1.

12. VAT

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

13. INTEREST

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

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	The Chief Planning Officer Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The County Council	The Executive Director of Growth, Highways and Infrastructure Constantine House 5 Constantine Road Ipswich Suffolk IP1 2DH
The Owner	White Lodge Farm, Church Lane, Barham, Ipswich IP6 0PU
The Bank	

- 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 by a duly authorised officer of the District Council or the County Council as appropriate

15. DISPUTE RESOLUTION

- 15.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 15.2 If the matter is not resolved through negotiation within 40 Working Days the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.
- 15.3 If the matter has not been resolved by an ADR procedure within 20 Working Days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

15.4 Nothing in Clauses 15.1 and 15.2 shall apply to the recovery of ascertained or ascertainable sums or prevent the parties from commencing or continuing court proceedings.

16. SATISFACTION OF ANY OF THE TERMS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the District Council 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 and upon the payment by the Owner of the District Council's reasonable costs in issuing the certificate, the District Council shall forthwith issue a certificate to such effect

17. COMMUNITY INFRASTRUCTURE LEVY

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

18. NOTIFICATION OF PROGRESS

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

- 18.1 Commencement of Development;
- 18.2 Commencement of Development in each Phase;
- 18.3 Occupation of the first (1st) Dwelling in any Phase;
- 18.4 Occupation of the twenty-ninth (29th) Dwelling;
- 18.5 Occupation of the forty-ninth (49th) Dwelling;
- 18.6 Occupation of the ninety-ninth (99th) Dwelling;
- 18.7 Occupation of the one hundred and ninety-ninth Dwelling;
- 18.8 Occupation of 33% of the Dwellings;
- 18.9 Occupation of 50% of the Market Dwellings;

SIGNED AS A DEED BY)
JOHN PHILIP CUTTING)
in the presence of:)



Witness



Address

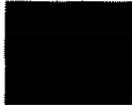
Occupation

BIRKETTS LLP
PROVIDENCE HOUSE
141-145 PRINCES STREET
IPSWICH IP1 1QJ

SIGNED AS A DEED BY)
MARGARET JACINTHA CUTTING)
in the presence of:)



Witness



Address

Occupation

BIRKETTS LLP
PROVIDENCE HOUSE
141-145 PRINCES STREET
IPSWICH IP1 1QJ

- 18.10 Occupation of 66% of the Dwellings;
- 18.11 Occupation of 75% of the Dwellings in any Phase;
- 18.12 Occupation of 80% of the Market Dwellings;
- 18.13 Completion of the Development.

19. JURISDICTION

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

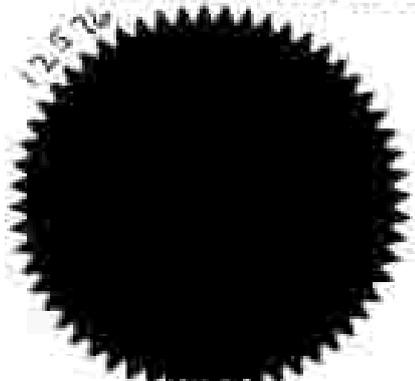
20. DELIVERY

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 delivered.

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

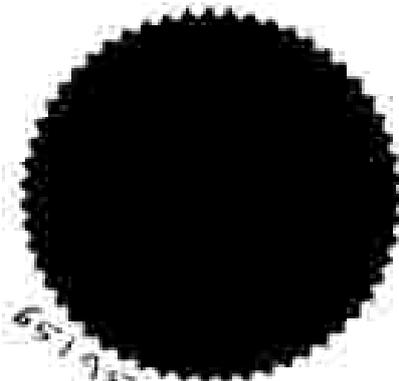
was affixed in the presence of:



Authorized Officer:

THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL

was affixed in the presence of:



Authorized Officer:

FIRST SCHEDULE

Part 1

Freehold Interests

The Owner is the freehold owner of the Site the title to which is registered at the Land Registry with Title Absolute under Title Number SK366650

Part 2

Description of the Site

Freehold land to the east of Norwich Road, Barham and Claydon within registered title number SK366650 shown edged red for identification only on the Plan.

**SECOND SCHEDULE
DRAFT PLANNING PERMISSION**

THIRD SCHEDULE
THE OWNER'S COVENANTS WITH THE DISTRICT COUNCIL

PART1

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

PART2

AFFORDABLE HOUSING

- 1.1 Having given notice under Part 1 above the Owner shall endeavour to agree with the District Council on the identity of the Registered Provider or other body to which the Affordable Housing Units are to be transferred such agreement not to be unreasonably withheld or delayed. The Owner may commence the Development on a Phase whilst that process is ongoing but shall not Occupy or permit Occupation of any Market Housing Units on that Phase until the identity of the Registered Provider has been agreed with the District Council for that Phase (such approval not to be unreasonably withheld or delayed) but if no agreement has been reached at the expiration of the period of four (4) months following the Commencement of the Development the District Council shall be entitled to nominate a Registered Provider or other approved body for the purpose
- 1.2 The Owner shall construct the Affordable Housing Units for a Phase in accordance with the Planning Permission and in the agreed locations to ensure the Affordable Housing Units are in clusters of no more than fifteen (15) Affordable Housing Units and built to a standard of construction that meets HE requirements, NDSS 2015 and Building Regulations part M4(2) and M4(3) PROVIDED THAT no more than 5% of the Affordable Housing Units shall be required to meet Building Regulations part M4(2) and M4(3) (unless otherwise agreed in writing through a reserved matters application or otherwise) and the Affordable Housing Scheme for that Phase
- 1.3 Subject to paragraph 1.8 below the Owner shall:
 - 1.3.1 not Occupy or permit Occupation of more than fifty per cent (50%) (rounded up to the nearest whole Dwelling) of the Market Housing Units in each Phase until fifty per cent (50%) of the Affordable Housing Units for that Phase have been

constructed and are ready for Occupation and have been transferred to the Registered Provider; and

1.3.2 not Occupy or permit Occupation of more than eighty per cent (80%) (rounded up to the nearest whole Dwelling) of the Market Housing Units in each Phase until all of the Affordable Housing Units for that Phase have been constructed and are ready for Occupation and have been transferred to the Registered Provider

1.4 Any transfer to a Registered Provider of the land on which the Affordable Housing Units will be constructed shall be:

1.4.1 with vacant possession;

1.4.2 free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

1.4.3 subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

1.4.4 subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development; and

1.4.5 subject to a requirement to enter into the Affordable Housing Nomination Agreement with the District Council

1.5 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing save where provided otherwise in paragraphs 1.6 and 1.7 below

1.6 The District Council and the Owner agree that the obligations and restrictions contained in this Third Schedule Part 2 paragraph 1 shall not bind:

1.6.1 a mortgagee, chargee or receiver who has complied with the provisions of paragraph 1.7 of this part of this Schedule;

1.6.2 any RTA Purchaser;

1.6.3 any Affordable Housing Unit where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and

Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996 or any amendment or replacement thereof;

1.6.4 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

1.6.5 any person or body deriving title through or from any of the parties mentioned in this paragraph 1.6

1.7 Any Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give prior written notice to the District Council of its intention to dispose:

1.7.1 in the event that the District Council confirms to the Chargee indicating that

1.7.1.1 arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard it/them as Affordable Housing Unit(s); and

1.7.1.2 that such a transfer would take place within three (3) months from receipt of the notice ("the Moratorium Period")

then the Chargee shall cooperate with such reasonable arrangements and use reasonable endeavours to secure such transfer

1.7.2 if the District Council cannot within the Moratorium Period secure such transfer then provided that the Chargee shall have complied with its obligations under this paragraph 1.7 the Chargee shall be entitled to dispose free of the restrictions set out in this Third Schedule part 2 paragraph 1 which shall from the time of the completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this paragraph 1.7 shall not require the Chargee to act contrary to its duties and rights under the charge or mortgage and that the District Council must give consideration to protect the interest of the Chargee in respect of monies outstanding under the charge or mortgage

1.8 In the event that the Registered Provider (within two months' of written invitation) is unable to make an acceptable offer to purchase the Affordable Housing Units or no longer wants to purchase the Affordable Housing Units to enable the Owners to transfer the Affordable Housing Units to the Registered Provider pursuant to paragraph 1. of this Third Schedule Part 2 the Owners shall:

- 1.8.1 notify the District Council three (3) months prior to the Practical Completion of the Affordable Housing Units;
- 1.8.2 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 1.4 of part 2 of this Third Schedule
- 1.8.3 submit any other information reasonably requested by the District Council to satisfy why the Owners have not been able to enter into a transfer with the Registered Provider pursuant to paragraph 1.4 of part 2 of this Third Schedule
- 1.8.4 calculate a commuted sum to be agreed by and paid to the District Council (or such other body as the District Council may elect) in lieu of providing the Affordable Housing Units on the Site such commuted sum is currently calculated in accordance with the formula as set out in the Eighth Schedule but for the avoidance of doubt shall be calculated in accordance with the District Council's policies as are applicable at the time of the calculation and shall be paid to the District Council in phases in accordance with any phasing of the Development to be agreed with the District Council
- 1.8.5 any commuted sum payment received by the District Council (or such other body as the Council may elect) shall be ring-fenced and shall be used for investment in Affordable Housing within the Mid Suffolk district
- 1.8.6 upon the commuted sum payment being received by the District Council (or such other body as the Council may elect) the provisions of this paragraph 1 of part 2 of this Third Schedule shall no longer be applicable in respect of those Dwellings that were the Affordable Housing Units and the Owner shall be free to dispose of said Dwellings as Market Housing Units

PART3

COMMUNITY USE SITE

1. Subject to the remaining provisions of this Part 3 to reserve the Community Use Site in perpetuity from the date of the Planning Permission
2. The Owner hereby covenants with the District Council that no later than expiry of 3 years from the date of the Planning Permission the Owner shall submit the Marketing Specification to the District Council for approval

3. If the District Council has not within 20 Working Days notified the Owner of its refusal of the Marketing Specification the Owner shall be entitled to assume deemed approval of the Marketing Specification
4. For the avoidance of doubt if the District Council has within the 20 Working Day period as specified in paragraph 3 above notified the Owner of its refusal to approve the Marketing Specification the Owner may if it considers such refusal to be unreasonable invoke the Dispute Resolution Provisions in Clause 15 of this Deed
5. The Owner hereby covenants with the District Council to implement the Marketing Specification in accordance with the approved details to the reasonable satisfaction of the District Council (unless otherwise agreed in writing)
6. The Owner covenants with the District Council that in the event the Community Use Site is to be provided as a doctor's surgery or another community building pursuant to the Planning Permission it shall include the necessary infrastructure to enable all utilities including water sewerage electricity and ducting for broadband to be provided to the building (unless otherwise agreed in writing with the District Council)
7. In the event that the District Council (or another body pursuant to the implementation of the Marketing Specification) elects to take a transfer of the Community Use Site from the Owner or the District Council is able to agree terms with a suitable purchaser of the Community Use Site for a new doctor's surgery, healthcare provision or community purposes (which may for the avoidance of doubt include uses under Use Class E(e) or F2 of the Use Classes Order 1987 (as amended)) the District Council shall notify the Owner in writing and the Owner shall be required to transfer the Community Use Site for consideration to be agreed (in respect of any commercial floorspace) or for £1 (in respect of any non-commercial floorspace for a doctor's surgery, healthcare provision or other community purposes) and on the following terms to be included and agreed in the relevant transfer between the transferor and transferee: -
 - (a) the land comprising the Community Use Site will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations rights easements and other matters contained and referred to in the epitome of title or registered title to the Site;
 - (b) vacant possession of the Community Use Site shall be given on the date of the transfer in accordance with the provisions of this Deed; and
 - (c) a restrictive covenant that the Community Use Site shall not be used other than for the intended purposes of the purchaser for a community use as set

out in paragraph 8 and that no development shall be carried out on the Community Use Site unless it is for such purposes

8. In the event that the District Council does not serve notice or if following implementation of the Marketing Specification no reasonable or commercially acceptable offers are received for the Community Use Site in accordance with the time period set out in the Marketing Specification or if following service of such notice or receipt of a reasonable offer (and for the avoidance of doubt the dispute resolution clause at clause 15 of this deed can be invoked) and following the use of reasonable and commercially prudent endeavours the Owner is unable to complete the transfer of the Community Use Site to the District Council or nominated purchaser or other purchaser within the time period set out in the Marketing Specification further details shall be submitted to the District Council of the future management and maintenance of the Community Use Site and for the avoidance of doubt the Owner covenants to only use the Community Use Site for community uses (unless otherwise agreed in writing).
9. In the event that the Owner and the District Council agree that an equivalent suitable replacement provision of the Community Use Site shall be provided pursuant to a separate planning permission and is secured via a section 106 agreement or planning condition accordingly instead of pursuant to the Planning Permission then the obligations in this Part 3 shall have no further force nor effect

PART4

OPEN SPACE

1. The Owner hereby covenants with the District Council that prior to Occupation of any Dwelling on a Phase to submit the Open Space Specification to the District Council for approval for that Phase
2. The Owner covenants not to Occupy any Dwelling on a Phase unless and until the Open Space Specification has been approved by the District Council for that Phase such approval not to be unreasonably withheld or delayed
3. if the District Council fails within twenty (20) Working Days to notify the Owner its approval of the Open Space Specification the Owner shall be entitled to assume deemed approval of the Open Space Specification

4. Prior to implementing the Open Space Specification the Owner will request from the District Council confirmation of whether the Parish Council intends to be the Nominated Body for the maintenance and management of the Open Space and if requested by the Owner shall be able to complete a transfer of the Open Space (or Open Space Land) within 3 months from receipt of confirmation that the Parish Council intends to be the Nominated Body PROVIDED THAT in the event the District Council fails within 20 Working Days to notify the Owner that the Parish Council is the Nominated Body and shall be in a position to complete the transfer of the Open Space (or Open Space Land) within 3 months the Owner shall be entitled to determine the Nominated Body
5. In the event that the Open Space is to be transferred to a Management Company the Owner shall obtain the District Council's written approval of details of the proposed Management Company its corporate structure, directors and officers (where known) and the mechanism of funding the Management Company demonstrating that the proposed Management Company can carry out the management and maintenance of the Open Space which may for the avoidance of doubt include obligations on each purchaser of an individual Dwelling to become a member of the Management Company and to pay a fair proportion of the costs of maintaining the Open Space
6. The Owner hereby covenants with the District Council not to permit the Occupation of any more than 75% of the Dwellings in a Phase until the Open Space has been provided in accordance with the approved Open Space Specification for that Phase (unless otherwise agreed in writing)
7. The Owner covenants that following the District Council's written confirmation that the Open Space has been laid out and equipped in accordance with the Open Space Specification to transfer the freehold thereof to the Nominated Body and shall for the avoidance of doubt include a covenant that the Open Space shall thereafter be retained and maintained in accordance with the Open Space Specification and the Planning Permission for the benefit of the public
8. The Owner covenants at their own cost to maintain and manage the Open Space strictly in accordance with the Open Space Specification and the Planning Permission until such time as it has been transferred to the Nominated Body
9. The Open Space (or Open Space Land) is to be transferred to the Nominated Body in accordance with the Open Space Transfer for the sum of One Pound (£1) no later than twelve months (12 months) of Occupation of the last Dwelling PROVIDED THAT in the event the Parish Council are notified to the Owner as being the Nominated Body pursuant to paragraph 4 above and after using reasonable and commercially prudent

endeavours over a period of 3 months commencing no earlier than the date the Open Space Specification has been approved or deemed to be approved (or such other time as shall be agreed between the Owner and the District Council) the Owner has been unable to complete the Open Space Transfer with the Parish Council the Owner shall be entitled to nominate the Nominated Body and transfer the Open Space to the Nominated Body in accordance with the Open Space Transfer in accordance with the remaining provisions of this Deed

PART 5

CHURCH EXTENSION SITE

1. Prior to Occupation of the fiftieth (50th) Dwelling the Owner shall offer the Church Extension Site to the Church for a sum not exceeding £1 (one pound) and subject to a future restriction to use the land as an extension to and for the benefit of the Church.
2. In the event the Owner is unable to transfer the Church Extension Site to the Church within 18 months following the date the offer is made pursuant to paragraph 1. above the Owner shall submit a Meadow Scheme to the District Council for approval for the Church Extension Site to be provided as a meadow (the Church Extension Site Meadow) in addition to the areas of land set aside as a Meadow and Additional Meadow and upon approval by the District Council shall implement the scheme and the Owner shall thereafter be responsible for the management and maintenance of the same in accordance with the approved specification (unless otherwise agreed with the District Council)
3. Any transfer of the Church Extension Site shall be on the following terms to be included in the relevant transfer:
 - (a) for consideration of £1;
 - (b) the land comprising the Church Extension Site will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations rights easements and other matters contained and referred to in the epitome of title or registered title to the Church Extension Site;
 - (c) vacant possession of the Church Extension Site shall be given on the date of the transfer in accordance with the provisions of this Deed; and

- (d) a restrictive covenant that the Church Extension Site shall not be used other than for the intended purposes of the purchaser as set out in this Deed and that no development shall be carried out on the Church Extension Site unless it is for such purposes; and
- (e) payment of the Church Extension Site Contribution by way of funding for works to the Church Extension Site.

PART 6

RAMS CONTRIBUTION

1. The Owner covenants to pay a proportion of the Habitats Site Mitigation Contribution as calculated in accordance with the Habitats Site Mitigation Contribution Calculation for each Phase to the District Council prior to Commencement of the Development of any Dwelling in a Phase
2. The Owner covenants not to Commence the Development of any Dwellings in a Phase until the proportion of the Habitats Site Mitigation Contribution as calculated in accordance with paragraph 1 of this Part 6 above has been paid to the District Council

PART 7

DESIGN CODE

1. Prior to the submission of the first reserved matter application relating to a Phase the Owner covenants to prepare the Design Code to be submitted to the District Council for its written approval
2. Prior to the submission of the Design Code to the District Council in accordance with paragraph 1 above, the Owner covenants that it will have engaged with the local community of Barham and Claydon and Whitton and consulted with the Parish Councils of Barham and Claydon and Whitton on the content of the Design Code and made any necessary reasonable amendments to the Design Code as a result of the consultation
3. The Owner covenants not to Commence Development on a Phase until the written approval of the District Council has been given for the Design Code PROVIDED THAT if the District Council fails within forty (40) Working Days to respond or provide

substantive comments on the Design Code or issue its final decision the Owner shall be entitled to engage Clause 15 and seek approval of the Design Code through Dispute Resolution.

4. The Owner covenants to construct each Phase in accordance with the approved Design Code.

PART 8

MEADOW

1. The Owner hereby covenants with the District Council that it shall submit the Meadow Scheme for the Meadow to the District Council for approval prior to Occupation of the 30th Dwelling (unless otherwise agreed in writing with the District Council)
2. The Owner shall implement the Meadow Scheme for the Meadow prior to Occupation of the 100th Dwelling and the Owner shall thereafter be responsible for the management and maintenance of the same in accordance with the Meadow Scheme (unless otherwise agreed with the District Council).

PART9

ADDITIONAL MEADOW

1. The Owner hereby covenants with the District Council that it shall submit the Additional Meadow Scheme for the Additional Meadow to the District Council for approval prior to Occupation of the 200th Dwelling and the Owner shall thereafter implement the same in accordance with the approved details and the Owner shall thereafter covenant to be responsible for the delivery management and maintenance of the same in accordance with the Additional Meadow Scheme (unless otherwise agreed in writing with the District Council) and shall be retained in accordance with the Additional Meadow Scheme and upon expiry of the period 7 years from the date of this Deed to retain the Additional Meadow for the benefit of the public AND FOR THE AVOIDANCE OF DOUBT there shall be no obligation on the Owner to provide public access to the Additional Meadow before expiry of this 7 year period
2. In the event that the Owner and the District Council agree that an equivalent suitable replacement provision of the Additional Meadow shall be provided pursuant to a separate planning permission and is secured via a section 106 agreement or planning

condition accordingly instead of pursuant to the Planning Permission then the obligations in this Part 9 shall have no further force nor effect.

PART10

SKYLARK MITIGATION

1. The Owner covenants to implement in full the Skylark Mitigation Scheme in the first nesting season following Commencement of Development.
2. The Owner covenants to maintain the Skylark Mitigation Scheme and ensure provision of the three Skylark plots secured through the Skylark Mitigation Scheme for at least 10 years from Commencement unless otherwise agreed in writing with the District Council.
3. The Owner covenants to submit the Skylark Mitigation Implementation and Monitoring Report to the Council within 12 months of Commencement of Development unless otherwise agreed in writing with the District Council.
4. The Owner covenants to submit the First Skylark Mitigation Monitoring Report to the Council within 5 years of Commencement of Development unless otherwise agreed in writing with the District Council.
5. The Owner covenants to submit the Second Skylark Mitigation Monitoring Report to the Council within 10 years of Commencement of Development unless otherwise agreed in writing with the District Council.

FOURTH SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

PART 1

EDUCATION CONTRIBUTION

- 1.1 The Owner covenants to pay thirty-three per cent (33%) of the Education Contribution to the County Council prior to Occupation of thirty-three per cent (33%) of the Dwellings.
- 1.2 The Owner covenants not to Occupy thirty-three per cent (33%) of the Dwellings until thirty-three per cent (33%) of the Education Contribution has been paid to the County Council.
- 1.3 The Owner covenants to pay the remaining sixty-seven per cent (67%) of the Education Contribution to the County Council prior to Occupation of sixty-six per cent (66%) of the Dwellings.
- 1.4 The Owner covenants not to Occupy or permit Occupation of sixty-six per cent (66%) of the Dwellings until the remaining sixty-seven per cent (67%) of the Education Contribution has been paid to the County Council

PART 2

TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION

- 1.1 The Owner covenants to pay to the County Council the Travel Plan Evaluation and Support Contribution prior to the first Occupation of the 100th Dwelling.
- 1.2 The Owner hereby covenants not to Occupy or permit Occupation of more than 99 Dwellings until the Travel Plan Evaluation and Support Contribution has been paid to the County Council.

PART 3

HIGHWAYS PROW CONTRIBUTION

- 1.1 The Owner covenants to pay the Highways PROW Contribution to the County Council prior to 1st Occupation of any Dwelling

- 1.2 The Owner covenants not to Occupy or permit Occupation of any of the Dwellings until the Highways PROW Contribution has been paid to the County Council

PART4

HIGHWAYS VILLAGE CONTRIBUTION

- 1.1 The Owner covenants to pay the Highways Village Contribution to the County Council prior to 1st Occupation of any Dwelling.
- 1.2 The Owner covenants not to Occupy any Dwelling until the Highways Village Contribution has been paid to the County Council.

PART5

PRIMARY SCHOOL SITE

- 1.1 The Owner hereby agrees and covenants to provide to the County Council prior to Commencement of the Development an agreement in the form of an option for the County Council to purchase the land required by the County Council for provision of the Primary School and shall not Commence the Development before the said option agreement has been provided
- 1.2 The agreement to be provided under paragraph 1 of this Part 5 shall be in a form acceptable to the County Council, and contain terms relating to condition of the land to be provided, transfer arrangements and agreed consideration on purchase and other details as may be agreed by both the Owner and the County Council acting reasonably.

FIFTH SCHEDULE

THE DISTRICT COUNCIL COVENANTS WITH THE OWNER

1. The Planning Permission

The District Council shall issue the Planning Permission within 5 Working Days of the date of this Deed

2. Discharge of Obligations

At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

3. Habitats Sites Mitigation Contribution

3.1 To use the Habitats Sites Mitigation Contribution for its intended purposes under this Deed and for no other purpose

3.2 To provide to the Owner, on the Owner's written request, information regarding the expenditure of the Habitats Sites Mitigation Contribution PROVIDED THAT such request is made within eleven (11) years of Completion of Development

3.3 The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a further period of one (1) year, either confirm that the Habitats Sites Mitigation Contribution was committed or expended by the District Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Habitats Sites Mitigation Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

4. Affordable Housing Commuted Sum

4.1 To use any commuted sum payable pursuant to paragraph 1.8 of Part 2 of the Third Schedule ("Affordable Housing Commuted Sum") for its intended purposes under this Deed and for no other purpose

4.2 To provide to the Owner, on the Owner's written request, information regarding the expenditure of the Affordable Housing Commuted Sum PROVIDED THAT such request is made within eleven (11) years of Completion of Development

4.3 The District Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a further period of one (1)

year, either confirm that the Affordable Housing Commuted Sum was committed or expended by the District Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Affordable Housing Commuted Sum (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

5. **Open Space Commuted Sum**

5.1 To use any Open Space Commuted Sum for its intended purposes under this Deed and for no other purpose

5.2 To provide to the Owner, on the Owner's written request, information regarding the expenditure of the Open Space Commuted Sum PROVIDED THAT such request is made within 8 years of payment

5.3 The District Council shall if requested to do so in writing after the expiry of eight (8) years of the date of Completion of Development, within a further period of one (1) year, either confirm that the Open Space Commuted Sum was committed or expended by the District Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Open Space Commuted Sum (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

SIXTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER

1. **Travel Plan Support and Evaluation Contribution**
 - 1.1 To use the Travel Plan Support and Evaluation Contribution for the evaluation and support of the Full Travel Plan.
 - 1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date on implementation of the Full Travel Plan within a further period of one (1) year pay to any person such amount of the Travel Plan Evaluation and Support Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed such payment to be made within twenty (20) Working Days' of such request
 - 1.3 When the Travel Plan Evaluation and Support Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years of the date on implementation of the Full Travel Plan within a further period of one (1) year notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to
2. **Highways PROW Contribution and Highways Village Contribution**
 - 2.1 To use the Highways PROW Contribution and the Highways Village Contribution for its intended purposes under this Deed and for no other purpose
 - 2.2 To provide to the Owner, on the Owner's written request, information regarding the expenditure of the Highways PROW Contribution and/or the Highways Village Contribution PROVIDED THAT such request is made within eleven (11) years of Completion of Development
 - 2.3 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a further period of one (1) year, either confirm that the Highways PROW Contribution and/or the Highways Village Contribution was committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Highways PROW Contribution and/or the Highways Village Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

3 Education Contribution

- 3.1 To use the Education Contribution for its intended purposes under this Deed and for no other purpose
- 3.2 To provide to the Owner, on the Owner's written request, information regarding the expenditure of the Education Contribution PROVIDED THAT such request is made within eleven (11) years of Completion of Development
- 3.3 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of Completion of Development, within a further period of one (1) year, either confirm that the Education Contribution was committed or expended by the County Council in accordance with the provisions of this Deed or if it was not so committed or expended in that period pay the Education Contribution (or any part not committed or expended) back to the person who paid it, such payment to be made within twenty (20) Working Days' of such request

pursuant to the Law of Property Act 1925 or housing administrator pursuant to section 101 of the Housing and Planning Act 2016

- 1.5 **'Chargee's Duties'** means the tasks and duties set out in Clause 10.4 of this Deed
- 1.6 **'Gateway to Homechoice'** means the Greater Haven Gateway sub-regional Choice Based Lettings system (or any replacement or similar system in place at the time)
- 1.7 **'Initial Let'** means the first tenancy of such newly constructed and previously unoccupied Affordable Housing Unit
- 1.8 **'Local Connection Criteria'** means an individual who immediately before taking up occupation of an Affordable Housing Unit:
- 1.8.1 had his only or principal home in the district of Mid Suffolk for a continuous period of not less than 2 years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.8.2 to 1.8.4 inclusive
- 1.8.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than 2 years in the district of Mid Suffolk and wishes to be near that relative or
- 1.8.3 is employed in the district of Mid Suffolk on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for 2 years
- 1.8.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the District Council of his or her former residency in the district of Mid Suffolk for either (i) six months out of the preceding twelve months or (ii) three years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

- 1.9 **'Nomination List'** means the Gateway to Homechoice Short List produced in accordance with the Service Level Agreement
- 1.10 **'Nominee'** means a person named on the Nomination List who satisfies the Local Connection Criteria and is verified by the District Council as best meeting the criteria for the category of Affordable Housing Unit in respect of which the Registered Provider is to select a person from the Nomination List and offer a Tenancy Agreement
- 1.11 **'Practical Completion'** means issue of a certificate of practical completion by the Registered Provider's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the Registered Provider the issue of a certificate of practical completion by that other party's surveyor
- 1.12 **'Property'** means the land and dwellings at land off Norwich Road, Barham, Claydon, Suffolk shown edged red on the plan annexed
- 1.13 **'Protected Tenant'** means any Nominee 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 Housing Unit
- 1.14 **'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 Homes England Chapter III of that Act
- 1.15 **"the Service Level Agreement"** means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the Registered Provider and Others (1) and the District Council and Others
- 1.16 **'Shared Ownership Dwelling'** means an Affordable Dwelling to be let on a Shared Ownership Lease in accordance with the terms as set out in Homes England's capital funding guide or any other such guidance as shall replace it
- 1.17 **'Shared Ownership Lease'** means a lease or sub-lease of an Affordable Dwelling granted at a premium whereby up to 70% of the Open Market Value on first purchase of the legal and equitable interest in the Affordable Dwelling is paid by the tenant upon completion of such lease and/or raised by mortgage or charge from a bank or building

society and which lease shall include arrangements enabling the tenant to acquire up to 100% of the legal and equitable interest in the Affordable Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider at the date of the grant of the Shared Ownership Lease or such other figure permitted by Homes England from time to time. Any capital receipt received by the Registered Provider in excess of eighty per cent (80%) as a result of the tenant exercising their right to staircase out to one hundred per cent (100%) shall be retained by the Registered Provider for re-investment in Affordable Housing within the district of Mid Suffolk for a period of five (5) years from the date of receipt and if not spent within 5 years the Registered Provider will be able to expend such sums for Affordable Housing elsewhere

- 1.18 **'Tenancy Agreement'** means an assured tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings
- 1.19 **'Vacancy Notice'** means a written notice (in a form to be agreed between the Registered Provider and given by the Registered Provider to the District Council within one month from the date of this Deed) the function of such notice being the notification to the District Council by the Registered Provider of the expected date on which the construction and fitting out of the Affordable Housing Units will be complete
- 1.20 **'Void'** means an Affordable Housing Unit which is vacant otherwise than as a result of the tenant having:
- 1.20.1 moved to other accommodation either by transfer or decant provided by the Registered Provider
 - 1.20.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider

1.20.3 vacated and moved to other accommodation as a consequence of the tenant having accepted a mutual exchange which provides such tenant with accommodation elsewhere

1.21 **'Void Notice'** means a written notice given by the Registered Provider to the District Council (in a form to be agreed between the Registered Provider and the District Council within one month from the date of this Deed) the function of such a notice being the notification to the District Council of a Void

1.22 **'Working Day'** means Monday to Friday (inclusive) except Good Friday, Christmas Day and any public or bank holidays from time to time in England

2 Enabling Provisions

This Deed is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers

3 Procedure

The parties agree that the Service Level Agreement procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

3.1 Initial lets

In relation to the Initial Lets of the Affordable Housing Units the following provisions shall apply

3.1.1 The Registered Provider shall give the District Council not less than three (3) months' written notice of the date when all the Affordable Housing Units will be ready for Occupation

3.1.2 The Registered Provider shall serve a Vacancy Notice upon the District Council in respect of an Affordable Housing Unit not earlier than two (2) months prior to an Affordable Housing Unit becoming available for Occupation

3.2 Voids

Should any Affordable Housing Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the Gateway to Homechoice Service Level Agreement procedure shall apply

4. Supplemental provisions relating to allocating Initial Lets and Voids

4.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.8.1 to 1.8.5 of this Schedule and subject to clause 4.2 of this Schedule preference must be given to the applicant/s who have the highest housing need according to the District Council's current allocations policy

4.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities then any such Dwelling may be first offered to a person or persons with disabilities who require such accommodation even where such person(s) have a lesser Local Connection under clauses 1.8.1 to 1.8.5 of this Schedule than someone who does not have disabilities

5. Registered Provider covenants

The Registered Provider covenants with the District Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

5.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

5.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent or as Low-Cost Home Ownership and they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

5.3 the Affordable Housing Units are constructed in accordance with current Homes England and the Nationally Described Space Standard (2015) requirements (unless

otherwise agreed in writing with the District Council through reserved matters or otherwise)

6. Alteration of lists

- 6.1 The District Council and the Registered Provider agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

7. Notices

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other 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 such notice was transmitted by the party serving the notice

8 Transfer to other Registered Provider

The Registered Provider shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of Homes England under its statutory powers shall enter into a similar Deed mutatis mutandis with the District Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

9 Disputes

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

10 Agreements and declarations

The parties agree:

- 10.1 Nothing in this Deed fetters or restricts the exercise by the District Council of any of its powers
- 10.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33
- 10.3 From the date of Practical Completion the Affordable Housing 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:
- 10.3.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- 10.3.2 any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or
- 10.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them
- 10.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than two (2) months' prior notice to the District Council of its intention to dispose and:
- 10.4.1 in the event that the District Council responds within one month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

10.4.2 if the District Council does not serve its response to the notice within the said period of one month contained in clause 10.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this deed.

10.4.3 if the District Council or any other person cannot within two (2) months' of the date of service of its response under clause 10.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 10.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

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

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

Authorised Officer

THE COMMON SEAL OF)
[])
was affixed in the presence of:)

Director

[Director/ Secretary]

EIGHTH SCHEDULE

Affordable Housing Contribution Formula

1	Plot value	£620 per m ²	+
2	Design & Build costs per m ²	£2000	+
3	Registered Provider on costs %	7%	+
4	Management Fee	£500	+
Minus			
5	Registered Provider acquisition price	Based on average of 65% of OMV	

Example Commuted (based on indicative layout and mix)	Total Sum	1 + 2 + 3 + 4 – 5 £7,101,885