

Dated

2026

MID SUSSEX DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

**MICHAEL CHARLES JENSEN, CHRISTOPHER GRANT PETERKIN, CHARLES ROBERT
GRANT PETERKIN AND MICHAEL HUGH GRANT PETERKIN**

and

GARETH WILLIAM DAVIES AND BARBARA ELIZABETH DAVIES

and

MILLER HOMES LIMITED

Agreement

pursuant to Section 106 of the Town and Country
Planning Act 1990

relating to land at Colwell Farm, Lewes Road,
Haywards Heath, West Sussex

Application reference: DM/25/0445

Appeal reference: AP/26/0236005786

This Deed is made the

day of

2026

By

1. **MID SUSSEX DISTRICT COUNCIL** of Oakland, Oaklands Road, Haywards Heath, West Sussex RH16 1SS ("**the Council**");
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("**the County Council**");
3. **MICHAEL CHARLES JENSEN, CHRISTOPHER GRANT PETERKIN, CHARLES ROBERT GRANT PETERKIN AND MICHAEL HUGH GRANT PETERKIN** of Mill House, Back Lane, Chetnole, Sherborne DT9 6PL and of 18 Dalgarno Gardens, London W10 6AB ("**the First Owner**");
4. **GARETH WILLIAM DAVIES AND BARBARA ELIZABETH DAVIES** of North Colwell Farm House, Lewes Road, Haywards Heath, West Sussex RH17 7SX ("**the Second Owner**"); and
5. **MILLER HOMES LIMITED (CRN: SC255429)** whose registered office is at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH ("**the Developer**")

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Site is situated.
- C. The First Owner is the freehold owner of the part of the Site registered at HM Land Registry under Title Number SX25883. The Second Owner is the freehold owner of the part of the Site registered at HM Land Registry under Title Number WSX220542. The First Owner and the Second Owner shall hereinafter be referred to as the Owner.
- D. The Developer has an interest in the Site by way of a land promotion agreement dated 20 December 2019.
- E. The Developer submitted the Application to the Council which was validated on 19 February 2025 and on 10 September 2025 the Application was refused.
- F. The Developer has submitted the Appeal and this Deed is to be submitted as part of the Appeal.

Now this Deed witnesses as follows:

1. **DEFINITIONS**

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

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

"Additional First Homes Contribution"

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 10.8 and 10.9 and 12 of the SECOND SCHEDULE, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee (First Homes) of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee (First Homes) under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home,

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

"Affordable Housing"

means housing to include Social Rented Units and Affordable Rented Units and First Homes provided to specified eligible households whose needs are not met by the market. Affordable Housing shall:

- (a) meet the needs of eligible households who the Council could reasonably expect to occupy this Development having regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford (or at rent levels previously approved by the Responsible Officer for Housing in writing), determined with regard to local incomes and local house prices; and
- (b) include provision for the homes to remain at an affordable price for future eligible households or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England (subject to the terms of this Deed);

"Affordable Housing Land"

means an area or areas of the Site upon which the Affordable Housing Units are to be constructed the location and area of which are to be agreed pursuant to paragraph 1.1 of Part One of the SECOND SCHEDULE;

"Affordable Housing Scheme"

means the scheme to be approved by the Responsible Officer for Housing in accordance with paragraph 1.1 of Part One of the SECOND SCHEDULE to this Deed or such other scheme approved by the Responsible Officer for Housing which

	scheme shall in any event comply with the Affordable Housing SPD;
"Affordable Housing SPD"	means the document entitled Affordable Housing Supplementary Planning Document adopted by the Council on 25 July 2018;
"Affordable Housing Units"	means a minimum of 30% of the total number of Dwellings (and if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded up) together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Affordable Housing Unit and a minimum of two parking spaces per three bedroom Affordable Housing Unit and a minimum of three parking spaces per four bedroom Affordable Housing Unit and gardens / amenity land which are to be constructed pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme and the Local Connection Criteria (Social Rented Units or Affordable Rented Units) and the Nomination Agreement in the case of the Social Rented Units or Affordable Rented Units and the Affordable Housing Scheme and the Eligibility Criteria (National) and the Eligibility Criteria (Local) and the Local Connection Criteria (First Homes) in the case of the First Homes and Affordable Housing Unit is any part of the Affordable Housing Units capable of separate occupation;
"Affordable Rented Unit(s)"	means an Affordable Housing Unit which is rented housing let by registered providers of social housing to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than eighty per cent (80%) of the local market rent (including service charges and a Rentcharge where applicable) and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and Affordable Rented shall be construed accordingly;
"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement the TRO Highway Works Scheme;
"Allocation Scheme"	means the scheme adopted by the Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended. The Local Connection Criteria will be detailed in the Nomination Agreement;
"Appeal"	means the planning appeal lodged against the refusal of the Application (given reference number AP/26/0236005786) and

	to be determined by the Secretary of State or an Inspector appointed by the Secretary of State;
"Application"	the application for planning permission submitted to the Council for the Development and allocated reference number DM/25/0445;
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
"BCIS Index"	means the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors;
"BNG Certificate of Compliance"	means the certificate of compliance to be issued by the Council confirming that the habitat enhancements set out in the BNG Plan and the HMMP to be provided on the On Site Biodiversity Areas have been completed to its reasonable satisfaction;
"BNG Metric"	means the statutory metric published by Department for Environment, Food & Rural Affairs from time to time for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement;
"BNG Monitoring Contribution"	shall mean the sum of £13,000 to be used towards the Council's costs of monitoring compliance with the Habitat Management and Monitoring Plan and Monitoring Reports;
"Biodiversity Net Gain"	means an increase in biodiversity units resulting from implementing and carrying out the Habitat Management and Monitoring Plan (as measured using the BNG Metric) that can be allocated to a development to fulfil its requirement to create or enhance biodiversity under Schedule 7A of the Act;
"BNG Plan"	means the plan submitted to and approved by the Council to satisfy the Development's Biodiversity Net Gain requirements pursuant to schedule 7A of the Act;
"Chargee"	means a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Social Rented Units or Affordable Rented Units;

"Certificate of Practical Completion"	means a certificate to be issued by the NHBC or the Owner's engineer architect or other certifying officer as the case may be under the relevant construction contract entered into in respect of the Development or part thereof to certify the relevant part of the Development have been Practically Completed in accordance with the relevant construction contract entered into in respect of the Development or part thereof;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 or their statutory successor;
"Commencement of Development"	means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act but, for the avoidance of doubt, the Planning Permission is deemed not to be implemented for the purposes of this definition by any works of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the term "Commenced" shall be construed accordingly;
"Community Buildings Contribution"	means the sum to be calculated in accordance with Schedule 4 of this Deed being a financial contribution towards the community buildings in Franklands Village, Barn Cottage Recreation Ground, Ashenground Community Centre and/or the Woodside;
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 10.2 of part one of the SECOND SCHEDULE applies the Eligibility Criteria (Local);
"Council Contributions"	means the Community Buildings Contribution, the Local Community Infrastructure Contribution, the Off-site Sport Contribution, the Police Services Contribution and the GP Services Contribution;
"Council Monitoring Fees"	means the total sum of £1,500 payable to the Council as a contribution to the costs of monitoring the implementation of this Deed;
"County Council Contributions"	means the Education Contribution, the Footpath Improvements Contribution, the Library Contribution, the Total Access Demand Contribution and the TRO Contribution;
"County Council S106 Monitoring Fee"	means the total sum of £2,565 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;

"Cycle/Pedestrian Improvements Scheme"	means cycle/pedestrian improvements to Scaynes Hill to Lindfield and/or pedestrian improvements at South Road, Haywards Heath;
"Default Interest Rate"	means 4% per annum above the base rate of the Bank of England and Interest shall be construed accordingly;
"Development"	means the development of up to 80 dwellings with associated landscaping open space, infrastructure and vehicular and pedestrian accesses;
"Discount Market Price"	means a sum which is the Market Value discounted by 30%;
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 11 of part one of the SECOND SCHEDULE; (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; (c) an Exempt Disposal, and "Disposed" and "Disposing" shall be construed accordingly;
"Dwelling"	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;
"Education Contribution"	means the sum payable in accordance with paragraph 6 of Schedule 4 of this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary and secondary education services that would be generated by the Development and to be used towards additional facilities at Northlands Wood Primary Academy or another primary school in the planning area of Haywards Heath should this be more suitable at the time the contribution is made in the case of primary education and towards additional facilities at Oathall Community College or another secondary school in the planning area of Haywards Heath should this be more suitable at the time the contribution is made in the case of secondary education;
"Eligibility Criteria (National)"	means criteria which are met in respect of a disposal of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National);

"Eligibility Criteria (Local)"

means criteria published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser meets the Local Connection Criteria (First Homes) (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria (First Homes)); or
- (b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member;

"Exempt Disposal"

means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 12 shall apply to such sale),

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 11 of part one of the SECOND SCHEDULE

"First Disposal"

means the initial Disposal by the owner of a First Home to an owner/occupier or the Council as applicable;

"First Home"

means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its First Disposal does not exceed the Price Cap and First Homes shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of

this Deed. First Homes shall not be visually distinguishable from the Market Housing Units based upon their external appearance. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Housing Units but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted;

"First Homes Owner"

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Owner; or
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (c) a tenant or sub-tenant of a permitted letting under paragraph 11 of part one of the SECOND SCHEDULE;

"First Time Buyer"

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

"Footpath Improvements Contribution"

means the sum of £10,800 being a financial contribution towards surface improvements to footpath 29CU between Lewes Road and Cobbetts Mead to the north of the Development;

"GP Services Contribution"

means the sum of £116,942 being a financial contribution towards increasing patient capacity at the GP practices in Haywards Heath;

"Habitat Management and Monitoring Plan/HMMP"

means the document titled 'Habitat Management and Monitoring Plan' as required by the Planning Permission and approved by the Council setting out details of how the BNG Plan will be delivered managed maintained and monitored over at least 30 years (the "Covenant Period");

"Homes England"

means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;

"Income Cap"

means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

"Index Linked"

means:

- (a) in relation to the Council Contributions, that the Council Contributions payable under this Deed shall be increased in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A/B)$$

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

- (b) in relation to the County Council Contributions and the County Council Monitoring Fee that the County Council Contributions and the County Council Monitoring Fee payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times C/D$$

where C/D is equal to or greater than 1

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the date of payment

D is the BCIS Index preceding the 1 April 2026

- (c) in relation to the Travel Plan Monitoring Fee payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times C/D$$

where C/D is equal to or greater than 1

where A is the sum actually payable on the date of payment

B is the original sum mentioned in this Deed

C is the RPI Index for the quarter preceding the date of payment

D is the RPI Index preceding the 1 April 2026

and Indexation shall be construed accordingly;

"Inspector"	means the planning inspector appointed by the Planning Inspectorate/Secretary of State to determine the Appeal;
"Library Contribution"	means the sum payable in accordance with paragraph 7 of Schedule 4 of this Deed and being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at Haywards Heath Library;
"Local Community Infrastructure Contribution"	means the sum calculated by applying the amount per Dwelling referred to in Schedule 4 to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by Reserved Matters Approval(s) subject to adjustment in accordance with the provision of paragraph 3 of Schedule 4 of this Deed and to be used by the Council towards a new cemetery for Haywards Heath (Hurstwood Lane) and/or cycle routes to Haywards Heath Railway Station and Town Centre;
"Local Connection Criteria (Social Rented Units or Affordable Rented Units)"	means the criteria included in the Nomination Agreement;
"Local Connection Criteria (First Homes)"	means either (a) or (b) below: (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below: (i) is ordinarily resident within the Mid Sussex District Council's administrative area and has been for a continuous period of not less than 12 consecutive months prior to exchange of contracts for the relevant First Home; and/or (ii) who has a close family association with the Mid Sussex District Council's administrative area by reason of a parent or child who is ordinarily resident within the Mid Sussex District Council's administrative area. (b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at

the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;

"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it
"Market Housing Units"	means any Dwellings to be constructed on the Site pursuant to the Planning Permission which are general market housing for sale on the open market and which are not Affordable Housing Units
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"Mortgagee (First Homes)"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home
"Monitoring Reports"	means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan
"National Space Standard"	means the nationally described standard as set out in the document entitled 'Technical housing standards – nationally described space standard', March 2015 issued by the Department for Communities and Local Government (as amended from time to time) or such other successor replacement national space standard
"Nomination Agreement"	means an agreement between the Council and the Registered Provider under which the Council exercises its right to nominate prospective occupiers for the Social Rented Units or Affordable Rented Units in accordance with Part VI of the Housing Act 1996 section 159 and which agreement shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social Rented Units or Affordable Rented Units on the first letting of a tenancy and (unless otherwise agreed in writing by the Responsible Officer for Housing) shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social

Rented Units or Affordable Rented Units on any reletting substantially in the form annexed hereto at APPENDIX 2;

"Nominee"

means a person who is selected by the Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council. The Local Connection Criteria will be detailed in the Nomination Agreement

"Occupancy Requirement"

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey (excluding staircases & hallways in the case of duplex flats/coach houses/maisonnettes/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
1	2	50m ²	58m ²	
2	4	70m ²	79m ²	
3	5		93m ²	99m ²
3	6		102m ²	108m ²
4	6		106m ²	112m ²

"Occupied"

shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and **Occupation** and **Occupy** shall be construed accordingly;

"Off-Site Sport Contribution"

means the sum to be calculated in accordance with Schedule 4 of this Deed being a financial contribution towards the sports facilities at Hanbury Stadium and/or Tim Farmer Recreation Ground and/or Victoria Park;

"On Site Biodiversity Areas"

means the areas within the Site to be laid out, managed, maintained and monitored to provide habitat enhancements towards the purpose of achieving the Biodiversity Net Gain in accordance with the BNG Plan;

"Other Eligible Person"

means in the case of a Social Rented Unit or Affordable Rented Unit a person selected by a Registered Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing and in the case of First Homes means a person who shall meet the Eligibility Criteria (National) and unless paragraph 10.2 of Part One of the SECOND SCHEDULE applies the Eligibility Criteria (Local);

"Plan 1"	the plan marked 'Plan 1' and attached to this Deed at Schedule 1;
"Planning Permission"	the planning permission subject to conditions that may be granted pursuant to the Appeal;
"Police Services Contribution"	means the sum of £18,918.91 being a financial contribution towards officer setup, support staff, premises upgrades at Hayward Heath Police Station, vehicle provision and ANPR camera installation;
"Practical Completion"	means the stage reached when the construction of an Affordable Housing Unit is sufficiently complete that, where necessary, a Certificate of Practical Completion can be issued and it can be Occupied;
"Price Cap"	means the amount for which the First Home is sold after the application of the Discount Market Price which on its First Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;
"Protected Occupier"	means a person who is Occupying a Social Rented Unit or an Affordable Rented Unit and is a Nominee or Other Eligible Person who: (a) has exercised the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 or any equivalent statutory provision for the time being in force in respect of a particular Social Rented Unit or Affordable Rented Unit; (b) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof; (c) has exercised any statutory right to buy or statutory preserved right to buy pursuant to the Housing Act 1985 or any equivalent statutory provision for the time being in force in respect of a particular Social or Affordable Rented Unit; any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs above
"Qualifying Trigger"	means any trigger contained within this Deed that attracts the County Council S106 Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;

"Registered Provider"	means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing;
"Regulator of Social Housing"	means the body responsible for regulating Registered Providers, as set out in the Housing and Regeneration Act 2008
"Rentcharge"	means an annual charge which may be imposed on each freehold or leasehold interest (as the case may be) in respect of an Affordable Housing Unit for the purposes of the maintenance and management of any retained open space and roads and otherwise on terms to be approved by the Council and Rentcharges shall be construed accordingly;
"Reserved Matters Approval(s)"	means the approval(s) of Reserved Matters reserved under the Planning Permission;
"Reserved Matters"	means any of the following matters in respect of which details have not been given in the application, namely, appearance, landscaping; layout; and scale as defined in The Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended);
"Responsible Officer for Housing"	means the Council's Assistant Chief Executive or such person as the Council may nominate in her place from time to time;
"RPI Index"	means the Retail Prices Index published monthly by the Office of National Statistics and RPI Indexed shall be construed accordingly
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for the Department of Housing, Communities and Local Government (or such other person or organisation who has the jurisdiction from time to time to determine the Appeal) including the Inspector who is appointed to act on their behalf;
"Site"	the land at Colwell Farm, Lewes Road, Haywards Heath, West Sussex against which the obligations contained in this Deed may be enforced as shown edged red on Plan 1;
"Social Rented Units"	means an Affordable Housing Unit which is rented housing owned and managed by local authorities and private registered providers, for which guideline target rents (including service charges and a Rentcharge where applicable) are determined through national rent regime or provided under equivalent rental arrangements as agreed in writing with the Council or with Homes England and the rent levels (including

	service charges and Rentcharges where applicable) shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and Social Rented shall be construed accordingly;
"Statutory Undertaker"	has the same meaning as in section 262 and section 336 of the Act;
"Tenancy"	means an assured periodic tenancy drawn in accordance with the guidelines and requirements of Homes England or such other form of tenancy as may be authorised by Homes England from time to time for use by the Registered Provider;
"Total Access Demand Contribution"	means the sum payable in accordance with paragraph 8 of Schedule 4 of this Deed which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Cycle/Pedestrian Improvements Scheme
"Total Access Demand Methodology"	means the methodology developed by the County Council and adopted by the Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of the Development
"Traffic Regulation Order"	means an order made under the Road Traffic Regulation Act 1984 that regulates, restricts or prohibits the use of a road or any part of a road by vehicular traffic or pedestrians which in this context is a potential relocation of the existing 30mph/40mph speed limit on Lewes Road to the east of the proposed site access road;
"Travel Plan"	means a full travel plan based on the details contained within the i-Transport Framework Travel Plan Ref MG/BC/MS/ITL19597-006A R dated 9 January 2025 in respect of the Development or as may otherwise be agreed in writing with the County Council;
"Travel Plan Co-ordinator"	means the person appointed by the Owner responsible for securing the implementation of the Travel Plan;
"Travel Plan Monitoring Fee"	means the sum of £4,110 Index Linked payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development;
"TRO Contribution"	means the sum of £10,984 to be paid to the County Council and used by the County Council towards the promotion and advertisement of a traffic regulation order on Lewes Road to the east of the proposed site access road to reduce the speed limit;
"TRO Highway Works"	means the provision of a scheme of TRO highway works should the Traffic Regulation Order pursuant to payment of the

TRO Contribution be successful in reducing the speed limit on Lewes Road;

"TRO Highway Works Scheme" means a scheme in respect of the TRO Highway Works and delivered in accordance with paragraph 9 of Schedule 4 of this Deed;

"Valuer" means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;

"Working Day" any day apart from Saturday and Sunday and statutory bank holidays.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 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 interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is 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 deriving title through or under that party and in the case of the Council or the County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner or the Council (or the County Council as the case may be) not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 2.10 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 or any non-material amendment thereto) granted (whether or not on appeal) after the date of this Deed.

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.
- 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 Council (as local planning authority) and by the County Council (as local authority responsible for education, library and highways) against the Owner.
- 3.3 If in determining the Appeal the Secretary of State or the Inspector expressly states in the decision letter that any planning obligation contained in this Deed:
- 3.3.1 is not a material planning consideration; or
 - 3.3.2 can be given no weight in determining the Appeal; or
 - 3.3.3 does not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations

Then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed and the Owner shall be under no obligation to comply with the obligation SAVE THAT the remainder of this Deed shall continue in full force and effect

4. CONDITIONALITY

- 4.1 The obligations contained within this Deed are conditional upon:
- 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedule 2, Schedule 3 and Schedule 4 (in each case insofar as it relates to obligations owed to the Council) .
- 5.2 The Owner covenants with the County Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedules 4 (insofar as it relates to obligations owed to the County Council).

6. THE COUNCIL AND THE COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners and the Developer to observe and perform the obligations set out in Schedule 5 (insofar as it relates to obligations owed by the Council).
- 6.2 The County Council covenants with the Owners and the Developer to observe and perform the obligations set out in Schedule 5 (insofar as it relates to obligations owed by the County Council).

7. FEES

- 7.1 The Developer shall pay to the Council on completion of this Deed the Council's reasonable costs incurred in the negotiation, preparation and execution of this Deed.
- 7.2 On or before the Commencement of the Development the Owner shall pay the Council Monitoring Fee.
- 7.3 The Developer shall pay to the County Council on completion of this Deed the County Council's reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.
- 7.4 On or before the Commencement of Development the Owner shall pay to the County Council the County Council S106 Monitoring Fee Index Linked.

8. LOCAL LAND CHARGE

- 8.1 This Deed shall be registrable as a local land charge by the Council following the outcome of the Appeal
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

9. COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL

- 9.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.2 Where the agreement, approval, consent or expression of satisfaction is required by the Council or the County Council from the Owner under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.3 The Owner agrees to give the Council and the County Council written notice of any change in ownership of any of their interests in the Site occurring before all of the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and address together with the area of the Site purchased by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Dwelling.
- 9.4 Any notice required by this Deed shall be in writing and addressed to the section 106 Monitoring Team of the Council at the address of the Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.
- 9.5 Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

- 9.5.1 by first class post deemed served two Working Days after posting;
- 9.5.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9am on a Working Day, the notice will be deemed to have been received at 9am on that day and if delivery occurs after 5.00pm on a Working Day or on a day that is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
- 9.5.3 through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

10. TERMINATION OF THIS DEED

- 10.1 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 (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

11. THE CONTRACTS ACT

- 11.1 Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council or County Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

12. LIABILITIES

- 12.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 12.2 Subject to clause 12.1 no person shall be liable for any breach of a covenant restriction or obligation contained in this Deed in relation to a part of the Site in which it does not have a freehold or leasehold interest.
- 12.3 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained and as set out in this Deed PROVIDED THAT the Developer shall have no liability under this Deed (apart from Clause 7.1 and 7.3) unless it takes possession of or acquires the freehold interest in the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

13. EXEMPTIONS

- 13.1 This Deed shall not be enforceable against:
 - 13.1.1 The individual owners or occupiers of a Dwelling or their mortgagees, chargees or successors in title;
 - 13.1.2 A Protected Occupier;
 - 13.1.3 A Registered Provider or a Chargee save for Part 1 of Schedule 2

14. COUNCIL'S POWERS

- 14.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

15. STATUTORY UNDERTAKERS

- 15.1 The obligations in this Deed shall not bind or be enforceable against any Statutory Undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

16. WAIVER

- 16.1 No waiver (whether expressed or implied) by the Council (or the County Council as the case may be) 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 Council (or the County Council as the case may be) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

17. VAT

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

18. DISPUTES

- 18.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in the Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert (the "Expert") whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 18.1 or as to the appropriateness of the professional body then such question may be referred to by either party to the President of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert (also, the "Expert") and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days after the conclusion of any hearing that takes place or 28 Working Days he has received any file or written representation.

- 18.4 The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.

19. JURISDICTION

- 19.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

20. DELIVERY

- 20.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21. FUTURE PERMISSIONS

- 21.1 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.

- 21.2 In the event that an application is made pursuant to Section 73 or Section 73B of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Deed shall include the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council and the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 or 73B of the Act, any Section 73 or 73B consent granted thereunder and any development permitted by such subsequent Section 73 or 73B consent and any Section 73 or 73B consent shall include a condition/informative substantially in the following form:

"The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application [] will be equally applied to and satisfy the requirements necessitated under this application []".

PROVIDED THAT

- 21.3 nothing in this clause 21 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 or Section 73B of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act;
- 21.4 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owners and/or the Developer to comply with that obligation again in respect of a planning permission pursuant to an application under s73 or Section 73B of the Act.

22. INTEREST ON LATE PAYMENT

- 22.1 If any sum or amount has not been paid to the Council or County Council (as relevant) by the date it is due, the Owner shall pay the Council or County Council (as relevant) interest on that amount at the Default Interest Rate from the date the payment is due until the date that the payment is made.

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

SCHEDULE 1

The Plan

SCHEDULE 2

COVENANTS BY THE OWNER TO THE COUNCIL

1 PART ONE: AFFORDABLE HOUSING

- 1.1 To submit to the Council for approval as part of the Reserved Matters Application including layout the Affordable Housing Scheme comprising:
- 1.1.1 details of the area and location of the Site upon which the Affordable Housing Units are to be constructed and which shall have been previously discussed with the Responsible Officer for Housing; and
 - 1.1.2 a scheme for the provision of Affordable Housing Units which shall include the number, size, type and the tenure mix of the Affordable Housing Units to reflect a tenure mix of the Affordable Housing Units of (unless otherwise agreed with the Responsible Officer for Housing) twenty five per cent (25%) as First Homes and seventy five per cent (75%) as Social Rented or Affordable Rented Units (with the amount of Social Rented or Affordable Rented Units to be in the Owner's sole discretion) to meet the range of affordable housing needs in the locality and in broad conformity with Part Two of the Second Schedule and which shall have been previously agreed in writing by the Responsible Officer for Housing.
- 1.2 Not to cause or allow the Commencement of the Development to occur unless and until the following has occurred:
- 1.2.1 the Responsible Officer for Housing has approved in writing the identity of the Registered Provider with responsibility for the delivery of the Social Rented Units or Affordable Rented Units, such approval not to be unreasonably withheld or delayed; and
 - 1.2.2 the Owner has entered into a conditional and binding contract with the Registered Provider to transfer the Social Rented Units or Affordable Rented Units and associated land to the Registered Provider, such that the contract:
 - 1.2.2.1 is not required to become unconditional until the earlier of:
 - 1.2.2.1.1 commencement of construction of the relevant Social Rented Units or Affordable Rented Units; or
 - 1.2.2.1.2 such other trigger based upon Occupation of a specified number of Market Housing Units as may be agreed between the Owner and the Council
 - 1.2.2.2 provides for the actual transfer of the Social Rented or Affordable Rented Units to complete at such time as the relevant Social Rented Units or Affordable Rented Units have reached the stage at which the first layer of brickwork on the external walls above damp proof course level has been completed; and
 - 1.2.3 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.2.2 SAVE THAT any commercially sensitive information shall be redacted.

2 RESTRICTIONS ON OCCUPATION

No more than 60% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for Occupation and the Social Rented Units or Affordable Rented Units and associated land have been transferred to the Registered Provider.

3 PROVISION OF INFORMATION

To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Social Rented Units or Affordable Rented Units and to promptly provide the Responsible Officer for Housing with such information and supporting evidence as she may reasonably request.

4 PROVISIONS RELATING TO THE STANDARDS OF THE AFFORDABLE HOUSING

4.1 That the Social Rented Units and Affordable Rented Units and First Homes shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet:

4.1.1 Any mandatory standards in relation to design, construction and accessibility required by Homes England; and

4.1.2 the standards set out in the Affordable Housing SPD; and

4.1.3 the National Space Standard

which are current at the date of the Planning Permission

and all First Homes shall also be constructed to no less than the standard applied to the Market Housing Units

5 PROVISIONS RELATING TO AFFORDABLE HOUSING TO BE TRANSFERRED TO A REGISTERED PROVIDER

5.1 That the transfer of the Social Rented Units or Affordable Rented Units to a Registered Provider approved by the Responsible Officer for Housing shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy.

5.2 The Owner covenants with the Council that the transfer of the Social Rented Units or Affordable Rented Units pursuant to paragraph 5.1 shall contain the following:

5.2.1 the 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 Social Rented Units or Affordable Rented Units and associated land;

5.2.2 a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);

5.2.3 such other terms as the Owner agrees with the Registered Provider

6 NOMINATION RIGHTS

That none of the Social Rented Units or Affordable Rented Units shall be Occupied until the Owner (being a Registered Provider) has entered into a Nomination Agreement with the Council provided always (for the avoidance of doubt) a Nomination Agreement must be entered into in respect of all of the applicable Social Rented Units or Affordable Rented Units. The Local Connection Criteria will be detailed in the Nomination Agreement.

7 USE OF THE SOCIAL RENTED UNITS AND THE AFFORDABLE RENTED UNITS

7.1 Subject to the provisions of this Deed that from the date of Practical Completion of the Social Rented Units or Affordable Rented Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

7.2 The covenant set out in paragraph 7.1 shall not be binding on or enforceable against:

7.2.1 Any Protected Occupier or any mortgagee or chargee of the Protected Occupier or any person deriving title from the Protected Occupier or any successor in title thereto and their respective mortgagees and chargees; or

7.2.2 Any Chargee and any successors in title thereto provided that the Chargee shall have first complied with the Chargee's Duty at paragraph 8 below;

PROVIDED THAT if any successor in title to the Protected Occupier (as referred to in paragraph 7.2.1) or the Chargee (as referred to in paragraph 7.2.2) is a Registered Provider or any other provider of affordable housing the provisions of paragraph 7.1 shall thereupon become enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided herein.

8 CHARGEES DUTY

8.1 The affordable housing provisions in this Deed shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

8.2 such Chargee shall first give written notice to the Council of its intention to dispose of the Social Rented Units and/or the Affordable Rented Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Social Rented Units and/or the Affordable Rented Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

8.3 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the affordable housing provisions in this Schedule which provisions shall determine absolutely

9 GENERAL

9.1 Notices

Without prejudice to the provisions of paragraphs 1 to 8 the Owner and any Chargee shall comply with any statutory requirements as contained in Part 2 of the Housing and

Regeneration Act 2008 and must notify the Council immediately in writing in the event of service of any notice order or direction served made or given under Part 2 of the Housing and Regeneration Act 2008.

10 FIRST HOMES DELIVERY MECHANISM

10.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

10.1.1 the Eligibility Criteria (National); and

10.1.2 the Eligibility Criteria (Local)

10.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months after Practical Completion of the said First Homes) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 10.1.2 shall cease to apply.

10.3 Subject to paragraphs 10.6 to 10.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee (First Homes)

10.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

10.4.1 The Council has been provided with evidence that:

10.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 10.2 applies meets the Eligibility Criteria (Local)

10.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

10.4.1.3 the transfer of the First Home includes:

10.4.1.3.1 a definition of the "District Council" which shall be Mid Sussex District Council

10.4.1.3.2 a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 10 and 11 and 12 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

10.4.1.3.3 a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

10.4.1.3.4 a copy of the First Homes Provisions in an Annexure

10.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight

(28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 10.3 and 10.4.1 have been met

- 10.5 On the First Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Mid Sussex District Council of Oaklands Road, Haywards Heath, West Sussex RH16 1SS or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 10.6 The owner of a First Home (which for the purposes of this clause shall include the Owner or Developer and any First Homes Owner not just the first First Homes Owner may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

10.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 10.1 and 10.2 (and in the case of a First Disposal the six (6) months shall be calculated from a date no earlier than six (6) months after Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 10.3 and 10.4.1; or

10.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 10.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship,

- 10.7 Upon receipt of an application served in accordance with paragraph 10.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price,

- 10.8 If the Council is satisfied that either of the grounds in paragraph 10.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 that the relevant Dwelling may be Disposed of:

10.8.1 to the Council at the Discount Market Price; or

10.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 10.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

- 10.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 10.6 above have been made out then it shall

within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he or she or they may serve notice on the Council in accordance with paragraph 10.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

10.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 10.8 or 10.9 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

10.11 Upon receipt of the Additional First Homes Contribution the Council shall:

10.11.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 10.5 where such restriction has previously been registered against the relevant title

10.11.2 apply all monies received towards the provision of Affordable Housing

10.12 Any person who purchases a First Home free of the restrictions in Paragraph 10 and 11 of the Second Schedule of this Deed pursuant to the provisions in paragraphs 10.9 and 10.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

11 FIRST HOMES USE

11.1 Each First Home shall be used only as the main residence of the First Homes Owner or any First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 11.2 – 11.5 below.

11.2 A First Homes Owner or any First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

11.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances 11.3.1 – 11.3.6 below:

11.3.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

- 11.3.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - 11.3.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 11.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 11.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 11.3.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 11.4 A letting or sub-letting permitted pursuant to paragraph 11.2 or 11.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 11.5 Nothing in this paragraph 11 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

12 FIRST HOMES MORTGAGEE EXCLUSION

- 12.1 The obligations in paragraphs 10-11 of this Deed in relation to First Homes shall not apply to any Mortgagee (First Homes) or any receiver (including an administrative receiver appointed by such Mortgagee (First Homes) or any other person appointed under any security documentation to enable such Mortgagee (First Homes) to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee (First Homes) or Receiver PROVIDED THAT:
- 12.1.1 such Mortgagee (First Homes) or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
 - 12.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee (First Homes) or Receiver to the Council the Mortgagee (First Homes) or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 12.1.3
 - 12.1.3 following the Disposal of the relevant First Home the Mortgagee (First Homes) or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs pay to the Council the Additional First Homes Contribution.
 - 12.1.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
 - 12.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 10.5; and

12.1.4.2 apply all such monies received towards the provision of Affordable Housing .

Part 2

SECOND SCHEDULE

PART TWO: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES
26% 1B/2P	Comprising flats, Coach Houses /flats over garages, maisonettes, or bungalows @ a minimum of 50m ² (excluding the staircase and entrance hall in the case of any Coach Houses/FOGS or maisonettes or 58m ² including them). Maisonettes should each have their own private garden area
4% 2B/4P	wheelchair accessible house for rent @ a minimum of 103m ² which complies with all of the requirements contained in Part M(4)(3)(1)(a) and (b) and Part M(4)(3)(2)(b) for wheelchair accessible dwellings as contained in Category 3 – wheelchair user dwellings of schedule 1 of the Building Regulations 2010 as amended
45% 2B/4P	houses @ a minimum of 79m ² in the case of houses (2 storey) maisonettes (minimum 70m ² or 79m ² including staircases). Maisonettes should each have their own private garden area
20% 3B/5P	houses @ a minimum of 93m ² (2 storey) or 99m ² (3 storey)
5% 4B/6P	1) x 4B/6P House @ a minimum of 106m ² (2 storey) or 112m ² (3 storey)

SCHEDULE 3

BNG

COVENANTS BY THE OWNER TO THE COUNCIL

Part 1 - Biodiversity Net Gain (On site)

- 1 The Owner covenants with the Council that the BNG Plan and the HMMP in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the requirements of the approved details or any variation agreed in writing between the Owner and the Council from time to time.
- 2 The Owner shall maintain, manage and monitor the On Site Biodiversity Areas in accordance with the approved BNG Plan and the HMMP for a period of 30 years commencing from the date on which the BNG Certificate of Compliance has been issued or deemed to be issued in accordance with paragraphs 3, 4 and 5 of this Schedule (the "**Covenant Start Date**")
- 3 Following the implementation and completion of the habitat enhancements set out in the BNG Plan for the On Site Biodiversity Areas, the Owner shall serve written notice on the Council inviting it to inspect the On Site Biodiversity Areas and if reasonably satisfied the Council shall issue the BNG Certificate of Compliance confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction.
- 4 If the Council inspects the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the BNG Plan and HMMP and notifies the Owner of remedial works required within 20 Working Days of the inspection:
 - 4.1 the Owner shall complete such remedial works to the reasonable satisfaction of the Council; and
 - 4.2 upon completion of any remedial works, the Owner shall serve written notice on the Council inviting it to inspect the remedial works identified pursuant to this paragraph 4 and the Council shall issue a BNG Certificate of Compliance if reasonably satisfied with the remedial works.
- 5 If the Council fails to:
 - 5.1 inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner pursuant to paragraph 3 above; or
 - 5.2 issue a BNG Certificate of Compliance within 20 (twenty) Working Days of the Council's inspection where no remedial works have been identified pursuant to paragraph 4 above; or
 - 5.3 notify the Owner of any remedial works required within 20 (twenty) Working Days of the Council's inspection; or
 - 5.4 re-inspect the On Site Biodiversity Areas within 10 (ten) Working Days of the receipt of the written notice from the Owner confirming that the remedial works identified pursuant to paragraph 4.2 have been completed;

then the BNG Certificate of Compliance shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 3 and 4 shall be repeated until such time as the Council issues a BNG Certificate of Compliance or a BNG Certificate of Compliance is deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine the dispute (including but not limited to whether a BNG Certificate of Compliance is deemed to have been issued).

- 6 The Owner shall serve written notice on the Council inviting it to inspect the On Site Biodiversity Areas before submitting to the Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 2 above at the following intervals:
 - 6.1 two year anniversary of the Covenant Start Date;
 - 6.2 five year anniversary of the Covenant Start Date;
 - 6.3 ten year anniversary of the Covenant Start Date;
 - 6.4 fifteen year anniversary of the Covenant Start Date
 - 6.5 twenty year anniversary of the Covenant Start Date;
 - 6.6 twenty five year anniversary of the Covenant Start Date;
 - 6.7 thirty year anniversary of the Covenant Start Date
- 7 If any Monitoring Report submitted pursuant to paragraph 6 above identifies that remedial and/or corrective measures are required to any of the On Site Biodiversity Areas in order to ensure that they meet the standards set out in the approved BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the Council shall be deemed to have agreed the timescales proposed by the Monitoring Report and/or Owner where the Council has not refused agreement within 20 (twenty) Working Days after the date when the proposed dates were received by the Council.
- 8 The Owner may from time to time submit an updated BNG Plan and HMMP to the Council for approval, which approval shall not be unreasonably withheld or delayed, and the Council shall be deemed to have approved an updated BNG Plan or HMMP where it has not refused or approved the updated BNG Plan within 20 (twenty) Working Days after the date when it was received by the Council.
- 9 To pay the Council the BNG Monitoring Contribution prior to the Commencement of the Development.

SCHEDULE 4

Financial Contributions, Travel Plan and TRO Highway Works

The Owner covenants with the Council as follows:

- 1 To pay the Community Buildings Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Community Buildings Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

Community Buildings

The following assumptions will be used to calculate contributions towards community buildings:

- Typical population served by community building: 2,500 persons
- Typical community building floorspace: 400 square metres
- Building costs for construction of community buildings: £1,950/square metre
- Cost per person: £312

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£406	£270
2bed	1.9 persons	£593	£395
3 bed	2.5 persons	£780	£520
4 bed	2.9 persons	£905	£603
5+ bed	3.3 persons	£1,030	£686

- 2 To pay the GP Services Contribution Index Linked to the Council prior to the Occupation 50% of Dwellings.
- 3 To pay the Local Community Infrastructure Contribution Index Linked to the Council prior to the Occupation 50% of Dwellings.

The Local Community Infrastructure Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

Local Community Infrastructure Contributions

The contribution will be applied to new residential development and will be £354 per person, calculated as follows:

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£460	£307
2bed	1.9 persons	£673	£448
3 bed	2.5 persons	£885	£590
4 bed	2.9 persons	£1027	£684
5+ bed	3.3 persons	£1,168	£779

- 4 To pay the Off-Site Sport Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Off-Site Sport Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

No. of residents x cost per person (£34) x provision per person (16 sqm)

No. of residents x cost per person (£544)

Unit size	occupancy	Market Housing	Affordable Housing
1 bed	1.3 persons	£707	£474
2bed	1.9 persons	£1,034	£693
3 bed	2.5 persons	£1,360	£911
4 bed	2.9 persons	£1,578	£1,057
5+ bed	3.3 persons	£1,795	£1,203

- 5 To pay the Police Services Contribution Index Linked to the Council prior to the Occupation of 50% of Dwellings.

The Owner covenants with the County Council as follows:

6 Education Contribution

- 6.1 To pay to the County Council the Education Contribution Index Linked on or before occupation of the first (1 no) Dwelling in the Development

6.2 Not to cause or allow Occupation of the second Dwelling (2 no) in the Development to occur before payment to the County Council of the Education Contribution Index Linked has been made.

6.3 The Education Contribution shall be calculated by reference to the following formula:

(Cost Multiplier (Primary) x TPR = Primary Education Contribution) + (Cost Multiplier (Secondary) x TPR = Secondary Education Contribution) = Education Contribution where:

Note: x = "multiplied by ..."

Cost Multiplier = Department for Education (DfE) scorecard figures for Primary Education 2025/26 (£23,108), for Secondary (£31,783)

Total Places Required (number of school places the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Dwellings, less any allowance for affordable dwellings (which for Mid Sussex District is 33% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied, as approved by a subsequent reserved matters planning application. WSCC use the latest published county wide occupancy rates from the census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

To determine an overall population increase the following factors are applied.

There are 13 persons per 1000 population in each school year group for houses and 8 persons per 1000 population in each school year group for flats (2021 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11).

7 Library Contribution

- 7.1 To pay to the County Council the Library Contribution Index Linked on or before Occupation of the first (1 no) Dwelling in the Development.
- 7.2 Not to cause or allow Occupation of the second (2 no) Dwelling to occur before payment to the County Council of the Library Contribution Index Linked has been made.
- 7.3 The Library Contribution shall be calculated by reference to the following formula:

$L/1000 \times AP = \text{Library Contribution where:}$

Note: x = multiplied by.

$L/1000$ = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2026/2027 are 30 sq.m and £6,819 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Dwellings, no discount for affordable dwellings is applied for Library Contribution in Mid Sussex), as approved by a subsequent reserve matters planning application.

Using the latest published county wide occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

8 Total Access Demand Contribution

- 8.1 To pay to the County Council the Total Access Demand Contribution Index Linked on or before Occupation of the first (1 no) Dwelling in the Development.
- 8.2 Not to cause or allow Occupation of the second (2 no) Dwelling to occur before payment to the County Council of the Total Access Demand Contribution Index Linked has been made.

- 8.3 The Total Access Demand Contribution shall be calculated by reference to the following formula:

Total Access Demand Contribution = Sustainable Access Contribution + Infrastructure Contribution, where:

Sustainable Access Contribution = (C – D) x E, where:

C (Total Access) = (A (number of dwellings) x B (Occupancy per dwelling)) for which WSCC use the latest published county wide occupancy rates from census statistics published by the Office for National Statistics. The current occupancy rates are given below as a guideline only:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.4	1.3
2 bed	=	1.9	2.0
3 bed	=	2.5	2.6
4+ bed	=	3.0	2.5

D = Parking Spaces provided by the residential development element of the Development

E = Standard multiplier of £890

Infrastructure Contribution = D x F, where:

D = Parking Spaces provided by the residential development element of the Development

F = Standard multiplier of £1,782

9 TRO Contribution and TRO Highway Works Scheme

- 9.1 To pay to the County Council the TRO Contribution Index Linked on or before Commencement of Development
- 9.2 Not to cause or allow Commencement of Development to occur before payment to the County Council of the TRO Contribution Index Linked has been made.
- 9.3 If the Traffic Regulation Order is successful to submit a TRO Highway Works Scheme to the County Council (in writing) for approval such approval not to be unreasonably withheld or delayed
- 9.4 Once the County Council has approved the TRO Highway Works Scheme (in writing) ("the Approved TRO Highway Works Scheme") to obtain All Requisite Consents

including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council if necessary.

9.5 After All Requisite Consents have been obtained to carry out in full the Approved TRO Highway Works Scheme and to complete the TRO Highway Works to the satisfaction of the County Council.

9.6 In the event that the Traffic Regulation Order is not successful the obligations in this paragraph 9 shall fall away and shall no longer be required or enforceable

10 Travel Plan

10.1 Upon Commencement of Development the Owner shall pay to the County Council the Travel Plan Monitoring Fee Index Linked.

10.2 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee towards the monitoring of the Travel Plan for the lifetime of the Development

10.3 To submit the Travel Plan for approval prior to Commencement of Development

10.4 Not to Occupy the Development unless a Travel Plan Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed.

10.5 Upon First Occupation the Owner shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan.

11 Footpath Improvements Contribution

11.1 To pay to the County Council the Footpath Improvement Contribution Index Linked on or before Occupation of the first (1) Dwelling in the Development

11.2 Not to cause or allow Occupation of the second Dwelling (2 no) in the Development to occur before payment to the County Council of the Footpath Improvement Contribution has been made.

SCHEDULE 5

The Council and the County Council's Covenants with the Owner

The Council covenants with the Owner as follows:

- 1 To use all contributions received by the Council for the specified purpose as set out in this Deed.
- 2 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 3 To repay to the party who makes any payment under this Deed upon valid written request such amount which has not been spent or allocated for expenditure (together with interest from the date of receipt to the end of the period of ten years from receipt) within ten years of the date of receipt by the Council of such payment. The written request is valid only if it is made within 24 months of the expiration of the said 10 year period.

The County Council covenants with the Owner as follows:

- 4 The County Council covenants that upon receipt of the County Council Contributions it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it as specified in this Deed.
- 5 The County Council covenants upon written request on or after ten years of the date of receipt of the relevant County Council Contribution to issue to the party that paid the said contribution an account certified by the Director Finance and Support Service for the time being of the County Council detailing how the relevant County Council Contributions have been expended by the County Council
- 6 If or to the extent that the relevant County Council Contributions shall not have been spent by the County Council by the end of the period referred to in paragraph 5 above the County Council shall on receipt of a written request being made refund to the party that paid the relevant County Council Contribution any unexpended part of the relevant County Council Contribution together with interest on the unexpended part from the date of receipt by the County Council of the relevant County Council Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis PROVIDED THAT such written request shall only be made within two (2) years commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations 2010 .
- 7 If at the end of the period referred to in paragraph 5 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purposes specified in paragraph 3 then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the

party that paid the County Council Contributions in the manner set out in paragraph 4 of this Schedule and refund any unexpended part of the County Council Contributions in the manner set out in paragraph 5 of this Schedule.

Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-

Authorised Officer

Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-

Authorised Officer

Executed as a Deed by
MILLER HOMES LIMITED
acting by An Attorney/ Director
In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
MICHAEL CHARLES JENSEN

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
CHRISTOPHER GRANT PETERKIN

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
MICHAEL HUGH GRANT PETERKIN

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
CHARLES ROBERT GRANT PETERKIN

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
GARETH WILLIAM DAVIES

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation:

Executed as a Deed by
BARBARA ELIZABETH DAVIES

.....

In the presence of:

Signed by witness:

Name:

Address:

.....

.....

Occupation: