Dated: 2026

THE COUNCIL OF THE BOROUGH OF HAVANT

and

HAMPSHIRE COUNTY COUNCIL

and

STONEBOND PROPERTIES (GUILDFORD) LIMITED

AGREEMENT
pursuant to section 106 of the Town and Country Planning Act 1990 and other powers relating to the Land at the former Electricity Board Site, Bartons Road, Havant

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Southampton, Fareham & Havant Legal Partnership
Southampton City Council
Civic Offices
Southampton
SO14 7LY

Ref: HBC-068814

THIS DEED is made on 2026

BETWEEN:

(1) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant PO9 2AX ("the Borough Council")

(2) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

(3) **STONEBOND PROPERTIES (GUILDFORD) LIMITED** (Company Registration number 13544912) whose registered address is at Stonebond House, 132-136 New London Road, Chelmsford, Essex, United Kingdom, CM2 0RG ("the Owner")

RECITALS

A The Borough Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

B The County Council is a local planning authority for the purposes of section 106 of the Act for the area in which the Land is situated and is the local highway authority (save for trunk roads and special roads) for the purposes of the 1980 Act and the transport authority for the purpose of the Transport Act 1985 and 2000 for Hampshire.

C The Owner is the freehold owner of the Land registered with title absolute at the Land Registry under Title Number SH44235.

D The Application has been submitted to the Borough Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

E The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.

F The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

1.1 In addition to the definitions set out below, a series of specific definitions are included in each of the Schedules to this Deed giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in the Schedules shall apply throughout this Deed where the relevant terms and expressions are used.

1.2 In this Deed the following expressions shall have the meanings indicated:

"1980 Act"	The Highways Act 1980
"Act"	The Town and Country Planning Act 1990 (as amended)

"Application"	The application for planning permission allocated reference number APP/25/00639 for the erection of 90 dwellings with associated landscaping, parking and improved access.
"Borough Council's Legal Costs"	The Borough Council's legal costs in connection with the preparation and completion of this Deed
"Borough Council's Monitoring Charge"	The sum of £ [.....] ([ ] pounds) towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor and enforce compliance with the terms of this Deed
"Commence"	The carrying out of a "material operation" (as defined in section 56(4) of the Act) in connection with the Development save that for the purposes of this Deed and for no other purpose; operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included (and "Commencement" and "Commenced" shall be construed accordingly)
"Completed"	Practically complete save for minor snagging items such that it is reasonably fit for occupation (and "Complete" and "Completion" shall be construed accordingly)
"Contributions"	Any one or number of the financial contributions required to be made pursuant to this Deed (including, for the avoidance of doubt the Borough Council's Monitoring Charge) each of which shall be Index Linked
"County Council's Legal Costs"	The County Council's legal costs in connection with the preparation and completion of this Deed
"County Council's Monitoring Charge"	
"Deed"	This agreement made by deed
"Development"	The development of the Land in accordance with the Permission
"Development Control Preparation Fee"	the sum of [ ] incurred by the County Council's transport planning officers in connection with the preparation, execution and completion of this Deed
"Enabling Powers"	Section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed
"Habitats Regulations"	The Conservation of Habitats and Species Regulations 2017 (as amended)

Commented [HH1]: Quantum to be provided once obligations finalised. To include £3,611.25 Bird Aware Strategy Contribution monitoring charge.

“Index Linked”	For the purposes of any payment or financial contribution due under this Deed means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published:- A) before [ ] in respect of the Highways Contribution and B) before the date of this Deed in respect of all other Contributions and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is received but which for the avoidance of doubt shall not fall below the original payment figure
“Inflationary Index”	The relevant indexation model for each contribution shall be: A) for the [ ] the Retail Prices Index all items excluding mortgage interest payments (RPIX) issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation B) for the Bird Aware Monitoring Fee and Bird Aware Solent Strategy Contribution the Retail Prices Index all items excluding mortgage interest payments (RPIX) issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation C) For all other Contributions the Consumer Prices Index issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council or County Council (as applicable) shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation
“Interest”	Interest at 4 per cent above the base lending rate of Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
“Land”	The land known as the former Electricity Board site, Bartons Road, Havant shown edged with a red line on Plan 1
“Occupation”	Occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

	occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Permission"	The full planning permission subject to conditions to be granted by the Borough Council pursuant to the Application
"Plan 1"	The plan annexed hereto [given drawing number XXXXX] [and marked "Plan 1"]
"Residential Units"	Individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate)
"Statutory Undertakers"	Organisations licensed by the government which include (but not limited to) all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies
"Working Day(s)"	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

Commented [HH2]: TBC

2 INTERPRETATION

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.

2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.4 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.

2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council or the County Council the successors to their respective statutory functions.

2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.

2.7 The headings are for reference only and shall not affect construction.

2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.9 Obligations not to do something under this Deed shall be deemed to be obligations not to permit or suffer such thing to be done.

3 STATUTORY AUTHORITY

3.1 This Deed is made pursuant to section 106 of the Act and the Enabling Powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Borough Council and the County Council as local planning authorities against the Owner, its successors in title and any person deriving title in the Land or any part of it from the Owner.

4 EFFECT OF THE AGREEMENT

4.1 This Deed shall take effect on the day and year first before written save for clauses 5, 6 and the Schedules to this Deed which shall take effect on the grant of the Permission.

5 THE OWNER'S COVENANTS

5.1 The Owner hereby covenants with the Borough Council and the County Council that it will observe and perform the covenants on its part contained in Schedules One.

5.2 The Owner hereby covenants with the Borough Council that it will observe and perform the covenants on its part contained in Schedules Two to Seven (inclusive).

6 THE BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

6.1 Subject to the performance by the Owner of its obligations under this Deed the Borough Council and the County Council hereby covenant with the Owner that it will observe and perform the covenants on its respective part set out in Schedule Eight.

7 RELEASE AND LAPSE

7.1 It is hereby agreed that the Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with all of its respective interests in the Land.

7.2 It is further agreed that this Deed shall lapse and be of no further effect if:

7.2.1 the Permission expires; or

7.2.2 the Permission shall be varied or revoked other than with the consent of the Owner; or

7.2.3 the Permission is quashed following a successful legal challenge.

7.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.

7.4 This Deed shall not be enforceable against Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development.

8 LOCAL LAND CHARGE

8.1 This Deed is a local land charge and shall be registered as such by the Borough Council.

8.2 Upon the full satisfaction of all the terms of this Deed the Owner may request that the Borough Council procure that all entries in the register of local land charges relating to it other than those obligations which are of continuing effect be removed as soon as reasonably practicable.

9 DUTY TO ACT REASONABLY

9.1 All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any deed consent approval or expression of satisfaction is due from one party to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.

10 NO FETTER ON DISCRETION OR WAIVER

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

10.2 Nothing in this Deed shall impose any contractual or other obligations on the Borough Council to grant the Permission.

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

11 COVENANT AS TO TITLE

11.1 The Owner hereby covenants with the Borough Council and the County Council that no person other than the parties to this Deed has any interest in the Land for the purposes of section 106 of the Act.

12 SEVERABILITY

12.1 It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

13 THE BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COSTS

13.1 The Owner hereby covenants with the Borough Council that it will on or before the date of this Deed pay the Borough Council's Legal Costs to the Borough Council.

13.2 The Owner hereby covenants with the Borough Council:

13.2.1 that prior to the Commencement of the Development it will pay the Borough Council's Monitoring Charge to the Borough Council; and

13.2.2 not Commence the Development unless the Borough Council's Monitoring Charge has been paid to the Borough Council.

13.3 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs to the County Council.

13.4 The Owner hereby covenants with the County Council that it will on or before the date of this Deed pay the County Council's Monitoring Charge and the Development Control Preparation Fee to the County Council.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the Borough Council or the County Council without the consent of any such third party.

15 NOTIFICATION OF COMMENCEMENT/OCCUPATION

Commented [HH3]: Subject to amendment if triggers change

15.1 The Owner covenants with the Borough Council and the County Council that it will:

15.1.1 notify the Borough Council and County Council in writing of the date of Commencement of the Development within ten Working Days of it occurring; and

15.1.2 notify the Borough Council and County Council in writing of the date of Occupation for the first time of any part of the Development within ten Working Days of it occurring; and

15.1.3 pay to the Borough Council upon written demand its reasonable fees for additional monitoring caused by the Owner's non-compliance with clauses 15.1.1 or 15.1.2.

16 NOTICES

16.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or by email in the following manner:

16.1.1 on the Borough Council at the address shown above or by email to cil@havant.gov.uk marked "for the attention of the Executive Head of Place" and bearing the reference "s106-APP/25/00639-former Electricity Board site, Barton Road, Havant";

16.1.2 on the County Council at the address as detailed above and marked "for the attention of the Head of Legal Services" and bearing the reference "s106-[PP reference]-[land]"; and

16.1.3 on the Owner at the address as detailed above or as notified by the Owner in writing to the Borough Council and County Council.

17 INDEX LINKING

17.1 Each and every one of the Contributions which are to be paid under the terms of this Deed shall be Index Linked.

18 PAYMENT OF THE CONTRIBUTIONS

18.1 The Contributions shall be payable to the Borough Council and/or the County Council (as the case may be) by either:

18.1.1 by BACS or telegraphic transfer; or

18.1.2 cheque made payable to Havant Borough Council or Hampshire County Council as appropriate.

18.2 All payments must state the Application reference number and the address to which this Deed relates.

18.3 Payment by cheque shall be sent to the Borough Council or the County Council (as the case may be) in accordance with the details set out in clause 16.1.1 identifying the obligation to which the payment relates.

19 INTEREST ON LATE PAYMENTS

19.1 Any amount due from the Owner under this Deed which is not paid on the due date shall be payable with Interest.

20 MORTGAGEE CLAUSE

20.1 Notwithstanding clause 3.2, no obligation in this Deed shall be binding on or enforceable against any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.

21 NOTIFICATION OF SUCCESSORS IN TITLE

21.1 The Owner covenants with the Borough Council and the County Council that they will give immediate written notice to the Borough Council and the County Council of any change of ownership of the Land if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

22 VAT

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

23 DISPUTE RESOLUTION

23.1 Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough Council or County Council and such approval has been

refused or given conditionally in accordance with the provisions of this Deed and the Owner wishes to dispute such refusal or conditions, then the Owner may notify the Borough Council or County Council as appropriate that the matter is in dispute and:

23.1.1 the parties to the dispute shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 Working Days of receipt of notice that a matter is in dispute;

23.1.2 if after a further 5 Working Days the parties are unable to resolve the dispute amicably pursuant to clause 23.1.1, one party may serve notice on the other party or parties (as the case may be) to the dispute of their intention to refer the dispute in accordance with clause 23.2 specifying in such notice:

23.1.2.1 the nature, basis and brief description of the dispute; and

23.1.2.2 the clause or paragraph of this Deed pursuant to which the dispute has arisen; and

23.1.2.3 a written request to concur as to the appropriateness of the professional qualifications of the person (or body) they propose to be appointed pursuant to clause 23.2.

23.2 Any such dispute or difference notified pursuant to clause 23.1.2 shall be referred to an independent and suitable person holding appropriate professional qualifications, in light of the subject matter in dispute and such person shall act as an 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.

23.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 23.2 or as to the appropriateness of the professional body within 10 Working Days after any party has given the other parties to the dispute or difference a written request to concur as to the appropriateness of the professional qualifications of the person (or body) to be appointed pursuant to clause 23.2 then such question may be referred by any party to the president for the time being of the Law Society for them to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their 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.

23.4 Any expert howsoever appointed ("the Expert") shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Working Days after the conclusion of any hearing that takes place or twenty Working Days after they have received any final written representation pursuant to clause 23.5.

23.5 The Expert shall be required to give notice to any of the said parties requiring them to submit to the Expert within 10 Working Days of notification of the Expert's appointment written

submissions and supporting material and the other parties will be entitled to make a counter written submission within a further 10 Working Days.

23.6 Nothing in this clause 23 shall be taken to fetter the ability of the Borough Council or County Council to carry out its statutory functions as local planning authority with power to enforce any breach of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Development.

24 SECTION 73 PERMISSION

24.1 Unless otherwise required by the Borough Council if any future planning permission is granted pursuant to section 73 of the Act for development of the Land without compliance with conditions or subject to conditions differing from those granted pursuant to the Permission ("a Section 73 Permission") then with effect from the date that any such Section 73 Permission is granted the obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Permission) apply to and bind each such Section 73 Permission and the Land itself without the need for any further act by the parties and the definition of "Permission" in this Deed shall be construed to include reference respectively to the Section 73 Permission granted pursuant to any such application PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application under section 73 of the Act and for the avoidance of doubt any such further permission may be the subject of additional obligations.

25 JURISDICTION

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

26 DELIVERY

26.1 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE ONE

Commented [HH4]: For completion by HCC

TRANSPORT OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

The Owner covenants with the Borough Council and County Council as follows:

1

1.1.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

Commented [HH5]: Instructions awaited as to (a) overall percentage, (b) tenure mix and (c) triggers for delivery.

DEFINITIONS

In this Schedule the following terms have the following meanings:

”Affordable Housing”	Residential Units that meet the needs of Eligible Persons at a cost low enough for them to afford determined with regard to the local incomes local house prices and local rents
“Affordable Housing Provider”	Either one or a combination of: (a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Borough Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Borough Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Borough Council
“Affordable Housing Units”	Residential Units within the Development which are to be provided for use for the purposes of Affordable Housing in accordance with the terms of this Deed
“Affordable Rent”	Rent which, including any service charge payable, shall not exceed: a) 80% of the Market Rent; and b) the local housing allowance rates, unless otherwise agreed in writing with the Borough Council; and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England
“Affordable Rented Units”	An Affordable Housing Unit let at an Affordable Rent
“Chargee”	Any of the following of the Affordable Housing Provider in respect of one or more Affordable Housing Units: ▪ any mortgagee or chargee;

	▪ any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925; ▪ any housing administrator appointed under the Housing and Planning Act 2016; or ▪ any other person appointed under any security document to enable a charge or mortgagee to realise its security
"Dispose"	▪ the first Occupation by anyone permitted or suffered to Occupy the Affordable Housing Unit whether by a person who: o has acquired or has contracted to acquire any of the estates listed below in the Affordable Housing Unit; or o otherwise Occupies the Affordable Housing Unit; or ▪ the creation of a legal term of years in respect of the Affordable Housing Unit; or ▪ the transfer of a freehold interest in respect of the Affordable Housing Unit; or ▪ the creation of a freehold interest in the Affordable Housing by constituting the Affordable Housing Unit as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002; whichever shall first occur.
"Eligible Persons"	persons with a Local Connection who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Borough Council
"Homes England"	Homes England 50 Victoria Street Westminster London SW1H 0TL (or its successor in function from time to time)
"Local Connection"	a connection to the administrative area of the Borough Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or offspring; or (d) any other connection as agreed with the Affordable Housing Provider and the Borough Council
"Market Rent"	an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant (b) an arm's length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for

	the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion and (f) that the terms of this Deed are disregarded and the Market Rent shall be approved by the Borough Council, such approval not to be unreasonably withheld or delayed
"Open Market Units"	Residential Units which are not Affordable Housing Units
"Shared Ownership Units"	Affordable Housing Unit leased to Eligible Persons who purchase a percentage of the equity of the Affordable Housing Unit and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider
"Social Rent"	A rent set in accordance with the Government's rent policy for social rent
"Social Rented Units"	An Affordable Housing Unit let at a Social Rent

The Owner covenants with the Borough Council as follows:

1 Affordable Housing

1.1 To provide not less than [xx%] of the total number of Residential Units comprised in the Development as Affordable Housing Units in accordance with the provisions of this Schedule Two.

Commented [HH6]: Quantum TBC

1.2 That the Affordable Housing Units shall reflect the mix of size and type of Residential Units in the Development and shall consist of:

1.2.1 70% (seventy per cent) Affordable Rented Units and/or Social Rented Units; and

1.2.2 30% (thirty per cent) Shared Ownership Units;

or such other mix of size, type or tenure as may be agreed in writing with the Borough Council at its absolute discretion.

1.3 To ensure that the Affordable Housing Units within the Development are integrated and compatible with the design of the Open Market Units.

1.4 Subject to paragraphs 6 and 7 below from the date of Completion of the Affordable Housing Units, not to use the Affordable Housing Units for anything other than as Affordable Rent Units, Social Rent Units or Shared Ownership Units (as the case may be) unless otherwise agreed in writing by the Borough Council.

2 Affordable Housing Delivery

2.1 Not to Occupy more than [xx] Open Market Units until [xx] of the Affordable Housing Units:

Commented [HH7]: Trigger points TBC

2.1.1 are Completed and are ready for Occupation; and

2.1.2 have been transferred to an Affordable Housing Provider in accordance with paragraph 2.3 of this Schedule Two.

2.2 Not to Occupy more than [xx] Open Market Units until 100% of the Affordable Housing Units:

Commented [HH8]: TBC

2.2.1 are Completed and are ready for Occupation; and

2.2.2 have been transferred to an Affordable Housing Provider in accordance with paragraph 2.3 of this Schedule Two.

2.3 That the transfer of the Affordable Housing Units to an Affordable Housing Provider shall be by either a transfer or transfers of the freehold interest or the creation of a long leasehold interest with a term of not less than 125 years and shall contain the following (or such other alternative provisions as the Borough Council may agree in writing):

2.3.1 a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing (subject to provisions equivalent to those in paragraphs 6 and 7 of this Schedule Two); and

2.3.2 a covenant not to Dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons (subject to provisions equivalent to those in paragraphs 6 and 7 of this Schedule Two); and

2.3.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Borough Council granting the Borough Council the right to nominate 100% of the Occupiers of the Affordable Rented Units and Social Rented Units when initially let and 100% of all subsequent true voids.

3 Affordable Rent Units

3.1 Not to Occupy an Affordable Rent Unit other than in accordance with the following:

3.1.1 at an Affordable Rent in respect of each Affordable Rent Unit; and

3.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.

3.2 Not to Occupy an Affordable Rent Unit otherwise than by Eligible Persons nominated by the Borough Council.

4 Social Rent Units

4.1 Not to Occupy a Social Rent Unit to any person other than in accordance with the following:

4.1.1 at a Social Rent in respect of each Social Rent Unit; and

4.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is a Social Rent.

4.2 Not to Occupy a Social Rent Unit otherwise than by Eligible Persons nominated by the Borough Council.

5 Shared Ownership Units

5.1 Not to Occupy the Shared Ownership Units for any purpose other than for the provision of Shared Ownership Units in accordance with the following provisions.

5.1.1 The initial rent payable in respect of a Shared Ownership Unit shall not exceed 2.75 % of the capital value of the unacquired percentage at the point of initial sale.

5.1.2 The rent payable in respect of the unacquired portion of a Shared Ownership Unit shall not be increased by more than the Consumer Price Index plus 1% per year.

5.2 The Affordable Housing Provider shall apply any net capital receipt received as a result of any staircasing or other staged purchase by a tenant of a Shared Ownership Unit to provide Affordable Housing in the Borough of Havant (less reasonable costs incurred by the Affordable Housing Provider as approved by the Borough Council).

6 Release of affordable housing provisions

6.1 The provisions set out in this Schedule One shall cease to have effect in respect of any Affordable Housing Unit where a leaseholder of an Affordable Housing Unit (or its mortgagee) has purchased 100% of the equity in the Affordable Housing Unit or in respect of any Affordable Housing Unit where the Occupier has exercised a statutory right to buy or a right to acquire in respect of such Affordable Housing Unit.

7 Chargee In Possession

7.1 The affordable housing provisions in this Schedule shall not be binding upon a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

7.1.1 such Chargee shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing 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 Affordable Housing Units to another registered provider or to the Borough 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

7.1.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

SCHEDULE THREE

BIRD AWARE SOLENT STRATEGY CONTRIBUTION

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Bird Aware Solent Strategy"	The Bird Aware Solent Revised Strategy revised strategy dated September 2024 (or such amended or replaced version published from time to time)
"Bird Aware Solent Strategy Contribution"	A sum of £72,225.00 (seventy two thousand two hundred and twenty five pounds) towards the Bird Aware Solent Strategy
"Solent Special Protection Areas"	The Special Protection Areas (designated under the Wildlife and Countryside Act 1981) in the Solent covered by the Bird Aware Solent Strategy

The Owner covenants with the Borough Council as follows:

1 **Bird Aware Solent Strategy Contribution**

1.1. Not to Commence the Development unless the Solent Recreation Mitigation Strategy Contribution has been paid in full to the Borough Council.

SCHEDULE FOUR

OPEN SPACE AND GREEN INFRASTRUCTURE OBLIGATIONS

Commented [HH9]: Awaiting instructions. This whole schedule is boilerplate and will be subject to amendment.

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Bond"	A bond issued by a Surety in the form annexed at Appendix 1 to this Deed (or such other form as the Borough Council may approve in writing) for the Bond Amount
"Bond Amount"	25% (twenty-five per cent) of the open book constructions costs of the SuDS as contained in the approved SuDS Bill of Quantities
"Cash Deposit"	A lump sum payment in cash equal to 25% (twenty-five per cent) of the open book constructions costs of the SuDS as contained in the approved SuDS Bill of Quantities
"Common Parts"	means the parts of the Land which are intended to benefit the Occupiers of the Residential Units as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the [Play Areas, Open Space, Permissive Paths], communal parking areas, any landscaped areas, amenity spaces, street lighting, street furniture, boundary treatments and the SuDS but not including: ▪ a Residential Unit or the curtilage of a Residential Unit; or ▪ communal areas forming part of any residential block of flats, such as stairwells, lifts lighting etc; or ▪ any other buildings or structures or area to be transferred with a Residential Unit; or ▪ any communal parking areas, street lighting, street furniture and boundary treatments or other areas that are adopted by agreement made pursuant to the Highways Act 1980; or ▪ any SuDS adopted by a statutory undertaker
"Residential Management Company"	A company limited by guarantee or by shares to be charged with the management and maintenance of the Common Parts in accordance with the approved Residential Management Plan
"Residential Management Company Proposal"	A proposal for the formation of the Residential Management Company which shall include full details of the proposed structure and voting rights of the Residential Management Company
"Residential Management Plan"	A plan for the maintenance and management of the Common Parts for the lifetime of the Development, to include details of how the costs of maintenance and management shall be met by owner-occupiers of the Residential Units

"SuDS"	A sustainable drainage system for the Development to be provided in accordance with the approved SuDS Specification
"SuDS Bill of Quantities"	A bill of quantities detailing the open book construction costs for the SuDS
"SuDS Specification"	A scheme of works for the construction and provision of the SuDS which shall include a timetable for the construction and provision of the SuDS
"Surety"	A bank or other financial institution as may be nominated by the Owner and approved by the Borough Council

The Owner covenants with the Borough Council as follows:

1 Residential Management Company and Residential Management Plan

1.1 Not to Commence the Development unless the Residential Management Company Proposal has been submitted to and approved in writing by the Borough Council.

1.2 Not later than three months from the date of the Commencement of the Development to submit to the Borough Council the Residential Management Plan for written approval.

1.3 Not later than six months from the date of the approval in writing by the Borough Council of the Residential Management Company Proposal the Owner shall take all necessary steps to secure the formation and registration of the Residential Management Company at Companies House (taking into account any modifications reasonably required by the Borough Council pursuant to such approval) and to notify the Borough Council accordingly within 14 days of the completion of the registration of the Residential Management Company at Companies House.

1.4 Not to Occupy the Development unless:

1.4.1 the Residential Management Company has been formed in accordance with the approved Residential Management Company Proposal; and

1.4.2 the Residential Management Plan has been approved in writing by the Borough Council.

1.5 Following Completion of the relevant areas to secure the proper maintenance of the Common Parts (including for the avoidance of doubt the SuDS) to the reasonable satisfaction of the Borough Council until such time as:

1.5.1 the Residential Management Company is registered at Companies House and the Residential Management Plan has been approved in writing by the Borough Council; and

1.5.2 in respect of the Common Parts (excluding the SuDS):

(a) the maintenance arrangements in accordance with the approved Residential Management Plan have been implemented; and

(b) the transfer or the grant of a long leasehold interest of the Common Parts to the Residential Management Company is completed; and

1.5.3 in respect of the SuDS, such SuDS are transferred to the Residential Management Company or adopted by a statutory undertaker.

1.6 From the date of the transfer or grant of a long leasehold (or the relevant part of the Common Parts so transferred or granted a long leasehold if more than one transfer or grant) of the Common Parts (including for the avoidance of doubt the SuDS) to comply with the approved Residential Management Plan for the lifetime of the Development.

1.7 [That if the Residential Management Company ceases to exist as a company or if the Residential Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the approved Residential Management Plan then the Owner shall (without prejudice to any other right or remedy of the Owner against the Residential Management Company or any other person) perform the said covenants and obligations until the appointment by the Owner of a successor to the Residential Management Company.]

3 Common Parts

3.1 Not to Occupy [95%] of the Residential Units unless the Owner has transferred or granted a long leasehold in the Common Parts [(save for the Play Areas, Open Space and Permissive Paths)] to the Residential Management Company.

4 Provision of the SuDS

4.1 Not to Commence the Development unless the SuDS Bill of Quantities and SuDS Specification have been submitted to and approved in writing by the Council.

4.2 Not to Commence the Development unless:

4.2.1 the Bond has been provided to the Borough Council; or

4.2.2 the Cash Deposit has been paid to the Borough Council.

4.3 To construct and provide the SuDS in accordance with the approved SuDS Specification.

4.4 Not to Occupy the Development unless the SuDs have been Completed.

4.5 The Bond shall endure, or the Cash Deposit shall be retained by the Borough Council, until the date of Completion of the SuDS as evidenced by a written notice from the Borough Council

confirming that the SuDs have been Completed in accordance with the approved SuDS Specification to the reasonable satisfaction of the Borough Council ("the Completion Notice").

4.6 The Borough Council shall within 21 Working Days of service of a written request by the Owner inspect the SuDS and shall within 21 Working Days of that inspection either issue the Completion Notice to the Owner if the SuDS have been Completed to the reasonable satisfaction of the Borough Council or give written notice to the Owner specifying the works to be undertaken to ensure that the SuDS comply with the approved SuDS Specification.

4.7 The Borough Council shall within 10 Working Days of the date of the issue of the Completion Notice either:

4.7.1 release the Owner and the Surety from the Bond; or

4.7.2 repay the Cash Deposit (or if the Borough Council has realised part of the Cash Deposit in accordance with paragraph 6.7 the balance of the unexpended amount) to the Owner.

4.8 If the Owner:

4.8.1 fails to construct the SuDS in accordance with the approved SuDS Specification; or

4.8.2 prior to Completion of the SuDS is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or

4.8.3 has executed a deed of assignment for the benefit of or otherwise compound with their creditors (except for the purpose of reconstruction or amalgamation),

the Borough Council may (without prejudice to the Borough Council's other rights remedies and powers against the Owner):

4.8.4 by written notice, require the Surety to pay for; or

4.8.5 require the Cash Deposit be applied to, any reasonable and proper expenditure (including legal costs) which the Borough Council may incur in carrying out the construction of the SuDS to its own design or the Owner's design or to return the Land to the level of hydrological response as existed before the Commencement of the Development.

SCHEDULE FIVE

BIODIVERSITY NET GAIN OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"BNG Monitoring Contribution"	the sum of £4,011.00 (four thousand and eleven pounds) towards the cost of the Borough Council monitoring compliance with the HMMP
"HMMP"	the habitat management and monitoring plan in connection with significant on-site and off-site biodiversity net gain secured by planning condition on the Permission

The Owner covenants with the Borough Council as follows:

1 BNG MONITORING CONTRIBUTION

1.1 Not to Commence the Development unless the BNG Monitoring Contribution has been paid to the Borough Council.

1.2 To pay the BNG Monitoring Contribution to the Borough Council prior to Commencement of the Development.

SCHEDULE SIX

HABITATS OBLIGATIONS

Commented [HH10]: This whole schedule subject to further instructions. This monitoring contribution may be able to be incorporated in HBC's 'main' monitoring contribution and so schedule can come out.

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Nitrogen Mitigation Monitoring Contribution"	the sum of [ ] ([ ] pounds) towards the cost of the Borough Council monitoring compliance with the Scheme for Nutrient Mitigation
"Scheme for Nutrient Mitigation"	nitrogen mitigation works at Knowle Farm

The Owner covenants with the Borough Council as follows:

1 NITROGEN MITIGATION MONITORING CONTRIBUTION

1.1 To pay the Nitrogen Mitigation Monitoring Contribution in full to the Borough Council prior to Commencement of Development

1.2 Not to Commence the Development unless the Nitrogen Mitigation Monitoring Contribution has been paid to the Borough Council

SCHEDULE SEVEN

MISCELLANEOUS OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Community Project Worker Contribution"	The sum of £35,550 (thirty five thousand five hundred and fifty pounds) as a contribution towards the provision of a suitably qualified and experienced person employed by the Borough Council to assist in the establishment of a successful and cohesive local community within the Development and to promote integration with existing communities in the vicinity of the Development
"Health Contribution"	The sum of £54,181 (fifty four thousand one hundred and eighty one pounds) as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Development to accommodate the increased demand for such services as a result of the Development

The Owner covenants with the Borough Council as follows:

1 Community Project Worker Contribution

1.1 Not to Commence the Development unless 50% of the Community Project Worker Contribution has been paid to the Borough Council.

1.2 Not to Occupy the Development unless 100% of the Community Project Worker Contribution has been paid to the Borough Council.

2 Health Contribution

2.1 Not to Occupy the Development unless the Health Contribution has been paid to the Borough Council.

SCHEDULE SEVEN

EMPLOYMENT AND SKILLS OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Employment and Skills Plan"	A plan setting out how the Owner, and to the extent they are not the same person, any developer or occupier and their contractors will work with the local Employment and Training Agencies and shall specify the provision for employment and training opportunities and other initiatives in respect of the vocational and employability skills required by the Owner or any developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development
"Employment and Training Agencies"	Training agencies including but not limited to: ▪ Jobcentre Plus; ▪ voluntary and private sectors providers; ▪ schools; ▪ sixth form colleges; ▪ colleges of further education; and ▪ universities

The Owner covenants with the Borough Council as follows:

1 Employment and Skills Plan

1.1 Prior to submission of the Employment and Skills Plan the Owner shall attend a meeting with the Borough Council to specify the provision for employment and training opportunities and other initiatives for the Development.

1.2 Not to Commence the Development unless the Employment and Skills Plan has been submitted to and approved in writing by the Borough Council.

1.3 Following approval of the Employment and Skills Plan by the Borough Council the Owner will implement and where necessary procure the implementation and promote the objectives of the approved plan and ensure that the targets are met.

SCHEDULE EIGHT

BOROUGH COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

The Borough Council and County Council covenants with the Owner as follows:

1 Where any payment referred to in this Deed is paid for a particular purpose it will not be used by the Borough Council or the County Council otherwise than for that purpose or for such other purpose for the benefit of the Development as the Owner and the Borough Council and/or the County Council shall agree in writing.

2 In the event that the Contributions or any element or part of the Contributions remains unspent or not committed to be spent within 10 years after the date on which it is paid to the Borough Council and/or the County Council then the Borough Council and/or the County Council shall on written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions.

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

THE COMMON SEAL OF
THE COUNCIL OF THE BOROUGH
OF HAVANT
was affixed in the presence of:

Authorised Signatory:

THE COMMON SEAL OF
HAMPSHIRE COUNTY COUNCIL
was affixed in the presence of:

Authorised Signatory:

EXECUTED AS A DEED by)
STONEBOND PROPERTIES)
(GUILDFORD) LIMITED)
in the presence of:)

Director:

Director/Secretary:

APPENDIX 1

Bond Agreement relating to the SuDS

This Bond is made as a deed **between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-**

(1) The 'Contractor' as principal
(2) The 'Guarantor' as guarantor, and
(3) The 'Employer'

Whereas

(1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works) upon and subject to the terms and conditions therein set out.

(2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the Works.

2 The maximum aggregate liability of the Guarantor and the Contractor under this Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount').

3 Unless the Employer expressly agrees, the Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Bond.

4 Whether or not this Bond shall be returned to the Guarantor the obligations of the Guarantor under this Bond shall be released and discharged absolutely upon the Expiry Date (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before the Expiry Date.

5 The Contractor having requested the execution of this Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6 This Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.

7 The parties to this Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

8 This Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:	[**Developer's details];**
The Guarantor:	[**Bank's details];**
The Employer:	**THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX;
The Contract:	means the section 106 agreement dated [ ] 2025 and entered into by (1) the Council of the Borough of Havant, (2) Hampshire County Council, (3) Portsmouth Water Limited and (3) Foreman Homes Limited relating to Land at Kingscroft Farm adjacent to Ridgway and Marples Way, Havant;
The Works:	the construction of a sustainable drainage system in accordance with paragraphs 6.1 to 6.7 of Schedule Three to the Contract;
The Bond Amount:	the sum of (£xxxxxxx) xxxxxxxx pounds sterling only;
The Expiry Date:	this Bond will expire on the date upon receipt of a written notice confirming that the Borough Council is reasonably satisfied with the Works.

IN WITNESS whereof the parties hereto have executed and delivered this Bond as a Deed this

day of 202[ ]

THE COMMON SEAL OF
THE COUNCIL OF THE BOROUGH
OF HAVANT
was affixed in the presence of:

Authorised Signatory:

EXECUTED as a **DEED** by [**DEVELOPER]**
in the presence of:

Director

Director/Secretary

EXECUTED as a **DEED** by affixing the
COMMON SEAL of
BANK

in the presence of: