

Dated:

27 MAY

2026

THE COUNCIL OF THE BOROUGH OF HAVANT

and

HAMPSHIRE COUNTY COUNCIL

and

TRAVIS PERKINS (PROPERTIES) LIMITED

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

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

Ref: HBC-068814

27 MAY

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) **TRAVIS PERKINS (PROPERTIES) LIMITED** (Company Registration number 00468024) whose registered address is Lodge Way House, Lodge Way, Northampton, United Kingdom, NN5 7UG ("the Owner")
- (4) **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 Developer")

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 Developer has entered into a contract with the Owner in respect of acquisition of the Land.
- E 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.
- F The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.
- G The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- H The Parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Borough Council and the County Council against the Owner and their successors in title to the Land.

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 of £6,000 plus disbursements of £50 in connection with the preparation and completion of this Deed
"Borough Council's Monitoring Charge"	The sum of £14,724.40 (fourteen thousand seven hundred and twenty four pounds and forty pence) 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 and other enabling works, 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)
"County Council's Legal Costs"	The County Council's legal costs of £3,500 in connection with the preparation and completion of this Deed
"County Council's Monitoring Charge"	The sum of £1,380 pounds) towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this deed and in discharging its statutory reporting obligations
"Deed"	This agreement made by deed
"Development"	The development of the Land in accordance with the Permission
"Development Control Preparation Fee"	The sum of £4,000 (four thousand pounds) incurred by the County Council's transport planning officers in connection with the preparation, execution and completion of this Deed

'Director'	The Director of Hampshire 2050 and/or Universal Services at the County Council or their appointed representative for the time being or successor
"Enabling Powers"	Section 111 and 120 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 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)
"Index Linked"	For the purposes of any Contribution due under this Deed to the Borough Council means adjusted in accordance with the Inflationary Index by multiplying in each case the Contribution due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is made or due (whichever is sooner) but which for the avoidance of doubt shall not fall below the original payment figure
"Index Linked for County Council"	<p>For the purposes of any Contribution due under this Deed to the County Council means increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A = the last figure published for the Inflationary Index RPI that applied immediately preceding the date that payment was received.</p> <p>B = the last figure published for the Inflationary Index RPI prior to the date of this Deed</p>
"Inflationary Index"	<p>The relevant indexation model for each contribution shall be:</p> <p>A) for the Bird Aware Solent Strategy Contribution and the Bird Aware Solent Strategy Contribution Monitoring Fee 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</p> <p>B) 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</p>

	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
"Inflationary Index RPI"	For the purposes of the County Council the 'All Items' Index of Retail Prices (RPI) published by the Office for National Statistics or amendment/replacement thereof or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the County Council shall reasonably nominate
"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 and any reference to 'Land' includes a reference to any part of it
"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 at Appendix 1 given drawing number 6087-1100-Rev A and marked "Plan 1"
"Plan 2"	The plan annexed at Appendix 2 given drawing number 6087-1112-Rev A and marked "Plan 2"
"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

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.
- 2.10 References to 'in writing' shall, in the case of communications to or from the County, exclude email, unless otherwise agreed.
- 2.11 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly.
- 2.12 References to the County Council's agreement, consent, approval or expression of satisfaction shall mean the written agreement, consent, approval or expression of satisfaction (as applicable) of the County Council pursuant to this Deed and such agreement, consent, approval or expression of satisfaction shall be in addition to and not in substitution for any other permission that may be necessary.
- 2.13 The Parties agree that the Schedules and Appendices to this Deed form part of it and are incorporated as if the same had been set out in full in the main body of the document except that where there is any conflict between the terms of this Deed and the content of the Appendices the terms of this Deed will prevail.

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 and (where applicable) the Developer.

- 3.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the Enabling Powers and will be enforceable as contractual obligations between the named Parties.

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 County Council and the Borough 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 Eight (inclusive).

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

- 6.1 The Borough Council hereby covenant with the Owner that it will observe and perform the covenants on its respective part set out in Schedule Nine.

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 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 prior to Commencement of the Development 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:
- 7.4.1 Statutory Undertakers who have an interest in or arising purely in connection with their apparatus or operational land situated within the Development;
 - 7.4.2 anyone whose only interest in the Land or any part of it is in the nature of the benefit of any easement or covenant or similar right; and

- 7.4.3 anyone who acquires the freehold or a leasehold interest of any Residential Unit constructed pursuant to the Permission, or their mortgagees, nor against those deriving title from them.

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 Following the performance and satisfaction of all or any of the obligations contained in this Deed the Borough Council (having first confirmed with the County Council where any of the obligations were owed to the County Council) shall on the written request of the Owner note this in the register of local land charges in respect of this Deed and issue a written confirmation of such performance or discharge.

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 Developer 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 Developer shall pay to the County Council on completion of this Deed:

13.3.1 the County Council's Legal Costs; and

13.3.2 the Development Control Preparation Fee; and

13.3.3 the County Council's Monitoring Charge.

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

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 in writing and include the Application reference number and the description and date of this Deed and shall be deemed to have been properly served upon the relevant Party if sent by recorded delivery or in the case of the Borough Council only 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-EDOC/0228 or to such person at such address as they shall notify in writing to the Parties";

16.1.3 on the Owner at its registered office address marked for the attention of the Company Secretary; and

16.1.4 on the Developer at its registered office address marked for the attention of the Company Secretary.

17 INDEX LINKING

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

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

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 from the date the payment is due until the date of receipt of payment.

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 written notice to the Borough Council and the County Council within twenty one Working Days of any change of ownership in respect of its interests in Land if at such time the obligations contained within this Deed have not fully been discharged and 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 and the date on which the change of ownership occurred save that this clause 21.1 does not apply for the disposition of any Residential Units built pursuant to the Permission or Statutory Undertakers.

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 In the event of any dispute or difference arising between the County Council and the Owner in respect of any matter contained in this Deed such dispute or difference may be referred by agreement of the County Council and the Owner to the dispute 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 to such matters as may be in dispute and such person shall act as an expert and clauses 23.1 to 23.7 shall apply.
- 23.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 23.1 or as to the appropriateness of the professional body then such question may be referred by the County Council and the Owner to the President for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert.
- 23.3 The expert howsoever appointed shall be appointed subject to an express requirement that they reach a decision and communicate it to the County Council and the Owner within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 36 Working Days from the date of his appointment to act.
- 23.4 The expert shall be required to give notice to the County Council and the Owner requiring them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the expert may disregard any representations made out of time and the expert's decision shall be given in writing within 21 Working Days from receipt of any counter submissions and supporting material with reasons.
- 23.5 The expert's decision shall be given in writing with reasons and in the absence of manifest error shall be final and binding on the County Council and the Owner and the expert's 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.

- 23.6 This clause does not apply to disputes touching or concerning the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.
- 23.7 The provisions of clause 23.1-23.7 shall not affect the ability of the County Council to apply for and be granted any declaratory relief, injunction, specific performance, payment of any sum, damages, or any other means of enforcing this Deed and consequential and interim orders and relief.
- 23.8 Clauses 23.8 to 23.13 shall apply where there is a dispute between the Owner and the Borough Council. Where it is provided in this Deed that a matter is to be approved (or another cognate expression is used) by the Borough 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 as appropriate that the matter is in dispute and:
- 23.8.1 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;
- 23.8.1 if after a further 5 Working Days the parties are unable to resolve the dispute amicably pursuant to clause 23.8.1, 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 23.9 specifying in such notice:
- 23.8.1.1 the nature, basis and brief description of the dispute; and
- 23.8.1.2 the clause or paragraph of this Deed pursuant to which the dispute has arisen; and
- 23.8.1.3 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 23.9.
- 23.9 Any such dispute or difference notified pursuant to clause 23.9.2 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.
- 23.10 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 23.9 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 23.9 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.

- 23.11 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 23.12.
- 23.12 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.
- 23.13 Nothing in clauses 23.8-23.13 shall be taken to fetter the ability of the Borough 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 and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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.
- 25.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or any document supplemental to it or their subject matter or formation.

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.

27 DEVELOPER'S CONSENT

- 26.1 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the Developer's interest in the Land shall take effect subject to this Deed.

SCHEDULE ONE

HIGHWAYS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Highway Works"	<p>the following works:</p> <ul style="list-style-type: none">a) New right Turn Lane Site Access as shown on drawing 24-097/016 Rev E attached to this Deed at Appendix 4b) Sparrow Crossing and associated works as shown on drawing 24-097/016 Rev E attached to this Deed at Appendix 4c) New shared use path along Barton Road, from the junction of Barton Road/Petersfield Road, connecting to the existing path at the junction of Martins Road. Shown on drawing 24-097/016 Rev E and 24-097/017 Rev C attached to this Deed at Appendix 4d) A shared use pedestrian and cycle link from the south of the Land to Martins Road, and additional improvements to the Bus stop which include a bus shelter, seating area and bus cage road markings as shown on principle on drawing 1110 Rev J attached to this Deed at Appendix 4
"Highway Works Agreement"	<p>an agreement or agreements with the County Council under either or both of Sections 38 and 278 of the Highways Act 1980 for the Highway Works</p>
"Highway Works Completion Certificate Standard"	<p>the completion of the Highway Works to the reasonable satisfaction of the County Council in accordance with the Highway Works Agreement as evidenced by the issue of a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highways Works Agreement</p>

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

- 1.1. to enter into the Highways Works Agreement with the County Council prior to the Commencement of the Development;
- 1.2. not to Commence or permit Commencement of the Development until the Owner has entered into the Highway Works Agreement with the County Council;
- 1.3. prior to Occupation of the Development to undertake and complete the Highway Works to Highway Works Completion Certificate Standard; and

- 1.4. not to Occupy or permit Occupation of the Development until the Owner has completed the Highway Works to Highway Works Completion Certificate Standard.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Additional Affordable Housing"	any Residential Units delivered as affordable housing that are in addition to the Affordable Housing Units that are required to be delivered as part of the Development
"Affordable Housing"	Residential Units which fall within paragraphs (a) (b) or (d) of the glossary meaning of affordable housing in Annex 2 Glossary of the National Planning Policy Framework (December 2024)
"Affordable Housing Provider"	<p>Either one or a combination of:</p> <p>(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</p> <p>(b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or Affordable Housing and approved by the Borough Council; or</p> <p>(c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Borough Council</p>
"Affordable Housing Plan"	The plan appended at Appendix 3 and with drawing number 60871110-Rev-J showing the Affordable Housing Units as may be amended from time to time with the prior written agreement of the Borough Council acting in its absolute discretion
"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"	<p>Rent which, including any service charge payable, shall not exceed:</p> <p style="padding-left: 40px;">a) 80% of the Market Rent; and</p> <p style="padding-left: 40px;">b) the local housing allowance rates,</p> <p>unless otherwise agreed in writing with the Borough Council;</p> <p>and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England</p>

"Affordable Rented Units"	An Affordable Housing Unit let at an Affordable Rent
"Capital Funding Guide"	The Capital Funding Guide published by Homes England dated 23 February 2026 as amended
"Chargee"	Any of the following of the Affordable Housing Provider in respect of one or more Affordable Housing Units: <ul style="list-style-type: none"> ▪ 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
"Eligible Persons"	Persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Borough Council and who, in the case of Affordable Rented Units and Social Rented Units only, have a Local Connection
"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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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
"Protected Tenant"	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and/or (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and/or (c) has been granted a Shared Ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit
"Shared Ownership Units"	Affordable Housing Units made available for occupation under a shared ownership arrangement to households whose needs are not met by the open market and who meet the eligibility criteria of the Affordable Housing Provider whereby: (a) the purchaser acquires an initial equity share in the dwelling and pays a rent in relation to the share of the equity retained by the Affordable Housing Provider; and (b) the purchaser has the right to acquire additional equity shares up to 100% ownership unless otherwise agreed with the Borough Council and permitted under the Capital Funding Guide
"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 45 (forty five) of the total number of Residential Units comprised in the Development as Affordable Housing Units in accordance with the provisions of this Schedule Two and in the locations shown on the Affordable Housing Plan PROVIDED ALWAYS that the Owner may provide Additional Affordable Housing in its absolute discretion and any Residential Units delivered as Additional Affordable Housing shall not be bound by the obligations and requirements of this Schedule Two.

- 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 36 (thirty six) Affordable Rented Units and/or Social Rented Units; and

1.2.2 9 (nine) Shared Ownership Units;

or such other 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 Prior to Occupation of 50% of the Open Market Units, to Complete 100% of the Affordable Housing Units so that they are ready for Occupation and not to Occupy more than 50% of the Open Market Units until 100% of the Affordable Housing Units:

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 2.2 of this Schedule Two.

- 2.2 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.

3 Affordable Rent Units

- 3.1 Not to Occupy an Affordable Rented 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 Rented Unit otherwise than by Eligible Persons nominated by the Borough Council (on initial let and all subsequent re-lets).

4 Social Rent Units

- 4.1 Not to Occupy a Social Rented Unit 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 Rented Unit otherwise than by Eligible Persons nominated by the Borough Council (on initial let and all subsequent re-lets).

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 3% 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.

6 Release of affordable housing provisions

- 6.1 The provisions set out in this Schedule Two shall cease to have effect in respect of:
- 6.1.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
 - 6.1.2 any mortgagee or chargee of a Shared Ownership Unit or any successor in title thereto and their respective mortgagees and charges.

7 Chargee In Possession

- 7.1 The affordable housing provisions in this Deed shall not be binding on a mortgagee or chargee ((including a receiver or an administrative receiver) appointed by such mortgagee or chargee or 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 Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT
- 7.1.1 the mortgagee or chargee or Receiver shall first have given 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 ; and
 - 7.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver 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 £74,362 (seventy four thousand three hundred and sixty two pounds) towards the Bird Aware Solent Strategy
"Bird Aware Solent Strategy Contribution Monitoring Fee"	A sum of £3,718.10 (three thousand seven hundred and eighteen pounds and ten pence) 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 Schedule Three

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 and the Bird Aware Solent Strategy Contribution Monitoring Fee have been paid in full to the Borough Council.
- 1.2. To pay the Solent Recreation Mitigation Strategy Contribution and the Bird Aware Solent Strategy Contribution Monitoring Fee to the Borough Council prior to Commencement of the Development.

SCHEDULE FOUR

OPEN SPACE AND

GREEN INFRASTRUCTURE OBLIGATIONS

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"	<p>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 include the Play Area, Green Space, communal parking areas, private roads, street lighting, street furniture, boundary treatments and any SuDS but not including:</p> <ul style="list-style-type: none"> ▪ 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 Internal Routes, communal parking areas, street lighting, street furniture and boundary treatments or other areas that are to be adopted by agreement made pursuant to the Highways Act 1980; or ▪ any SuDS that are to be adopted by a statutory undertaker
"Green Space"	The area of land shaded green on Plan 2 to be delivered as an open space in accordance with the Permission
"Internal Routes"	The internal routes shown shaded pink on Plan 2
"Play Area"	The area of land shaded blue on Plan 2 to be delivered as a play area in accordance with the Permission
"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
"Scheme of Works"	<p>The schemes of works to include the means for the construction and provision of the Play Area and Green Space, which must include:</p> <ul style="list-style-type: none"> • a scaled plan identifying the location; • specifications and building materials; • surfacing and boundary treatment; and • street furniture, fences, lighting and any other proposed structures or sculptures
"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 until written notice together with, for the purposes of paragraph 1.1.1 such evidence of the transfer as the Borough Council may reasonably require so as to accept the notice, has been sent to the Borough Council confirming that:

1.1.1 the Land, including the Common Parts, are to be transferred to the Affordable Housing Provider; or

1.1.2 the Common Parts are to be transferred to the Residential Management Company.

1.2 Subject to paragraph 1.2A below, where notice is given pursuant to paragraph 1.1.1 and accepted by the Borough Council, the obligations contained in paragraphs 1.3 to 1.9 (inclusive) shall not apply and paragraphs 1.10 and 1.11 shall apply. Where notice is given pursuant to paragraph 1.1.2 or where no notice is given pursuant to paragraph 1.1 prior to Commencement of Development, the provisions in paragraphs 1.3 to 1.9 (inclusive) shall apply and paragraphs 1.10 and 1.11 shall not apply.

- 1.2A Where notice is given pursuant to paragraph 1.1.1 and accepted by the Borough Council, but the Land, including the Common Parts, is not subsequently transferred to the Affordable Housing Provider in accordance with the evidence provided with the notice, then the provisions in paragraphs 1.3 to 1.9 (inclusive) shall apply and paragraphs 1.10 and 1.11 shall not apply.
- 1.3 Not to Commence the Development unless the Residential Management Company Proposal has been submitted to and approved in writing by the Borough Council.
- 1.4 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.
- 1.5 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.
- 1.6 Not to Occupy the Development unless:
- 1.6.1 the Residential Management Company has been formed in accordance with the approved Residential Management Company Proposal; and
 - 1.6.2 the Residential Management Plan has been approved in writing by the Borough Council;
 - 1.6.3 the Commons Parts have been transferred to the Residential Management Company.
- 1.7 Following Completion of the Common Parts to maintain the Common Parts (including for the avoidance of doubt the SuDS) to the reasonable satisfaction of the Borough Council until such time as:
- 1.7.1 in respect of the Common Parts (excluding the SuDS) are transferred to the Residential Management Company or adopted by agreement made pursuant to the Highways Act 1980; and
 - 1.7.2 in respect of the SuDS, such SuDS are transferred to the Residential Management Company or adopted by a statutory undertaker.
- 1.8 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 the Residential Management Company to comply with the approved Residential Management Plan for the lifetime of the Development.

- 1.9 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
- 1.10 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 and not to Occupy the Development unless the Residential Management Plan has been approved by the Borough Council.
- 1.11 To comply with the approved Residential Management Plan for the lifetime of the Development.

2 Play Area and Green Space

- 2.1 Prior to Occupation of 50% of the Residential Units:
- 2.1.1 to submit to the Borough Council a Scheme of Works for the Play Area and Green Space for its written approval;
 - 2.1.2 to Complete the Play Area and Green Space in accordance with the approved Scheme of Works; and
 - 2.1.3 to make the Play Area and Green Space available.
- 2.2 Not to Occupy 50% of the Residential Units unless the Play Area and Green Space has been Completed in accordance with the approved Scheme of Works and made available.

3 Provision of the SuDS

- 3.1 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, and the Borough Council has confirmed in writing whether or not a Bond or Cash Deposit is required pursuant to paragraph 3.2 (and if the Borough Council confirms that no Bond or Cash Deposit is required, paragraphs 3.2, 3.5, 3.7 and 3.8 shall not apply).
- 3.2 Where required by the Borough Council, not to Commence the Development unless:
- 3.2.1 the Bond has been provided to the Borough Council; or
 - 3.2.2 the Cash Deposit has been paid to the Borough Council.
- 3.3 To construct and provide the SuDS in accordance with the approved SuDS Specification.

- 3.4 Not to Occupy the Development unless the SuDS have been Completed.
- 3.5 Where a Bond or Cash Deposit is provided pursuant to paragraph 3.2, 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").
- 3.6 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.
- 3.7 Where a Bond or Cash Deposit is provided pursuant to paragraph 3.2, the Borough Council shall within 10 Working Days of the date of the issue of the Completion Notice either:
- 3.7.1 release the Owner and the Surety from the Bond; or
 - 3.7.2 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.
- 3.8 Where a Bond or Cash Deposit is provided pursuant to paragraph 3.2, if the Owner:
- 3.8.1 fails to construct the SuDS in accordance with the approved SuDS Specification; or
 - 3.8.2 prior to Completion of the SuDS is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or
 - 3.8.3 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):
 - 3.8.4 by written notice, require the Surety to pay for; or
 - 3.8.5 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.

4 Internal Routes

- 4.1 To construct and complete the Internal Routes to an adoptable standard and have the Internal Routes adopted pursuant to an agreement under the Highways Act 1980.

SCHEDULE FIVE

BIODIVERSITY NET GAIN OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"BNG Monitoring Contribution"	the sum of £5,121 (five thousand one hundred and twenty one 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 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

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Nitrogen Mitigation Monitoring Contribution"	the sum of £2,065.25 (two thousand and sixty five pounds and twenty five pence) 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 £33,782 (thirty three thousand seven hundred and eighty two 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 EIGHT

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: <ul style="list-style-type: none">▪ 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 NINE

BOROUGH COUNCIL'S COVENANTS

The Borough 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 otherwise than for that purpose or for such other purpose for the benefit of the Development as the Owner and the Borough 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 then the Borough 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 including the schedules and appendices has been executed as a deed and is delivered and takes effect 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: *SOLICITOR.*
WILLIAM GOH.

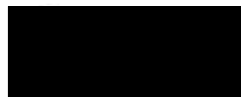
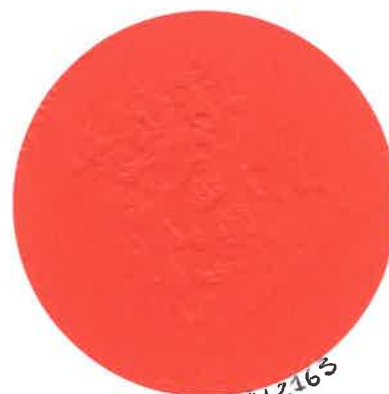


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**THE COMMON SEAL OF
HAMPSHIRE COUNTY COUNCIL**

was affixed in the presence of:

ADRIAN OWEN
Authorised Signatory:



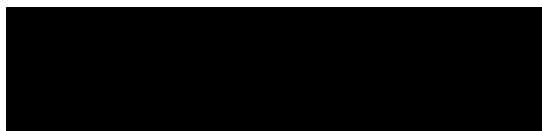
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SIGNED AS A DEED by)
STONEBOND PROPERTIES)
(GUILDFORD) LIMITED)

acting by:

MATTHEW WAILE

Director:



In the presence of Witness Signature.

Name..

Address..

[REDACTED]
.....
SIGNED AS A DIRECTOR BY [REDACTED])
TRAVIS PERKINS (PROPERLY))
LIMITED)
acting by: [REDACTED])

Director: **LUKE KELLY**

In the presence of Witness Signature... [REDACTED]

Name... [REDACTED]

Address... [REDACTED] ...
[REDACTED] ...

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 [] 2026 and entered into by (1) the Council of the Borough of Havant, (2) Hampshire County Council, (3) [] (4) [] relating to Land at [];
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

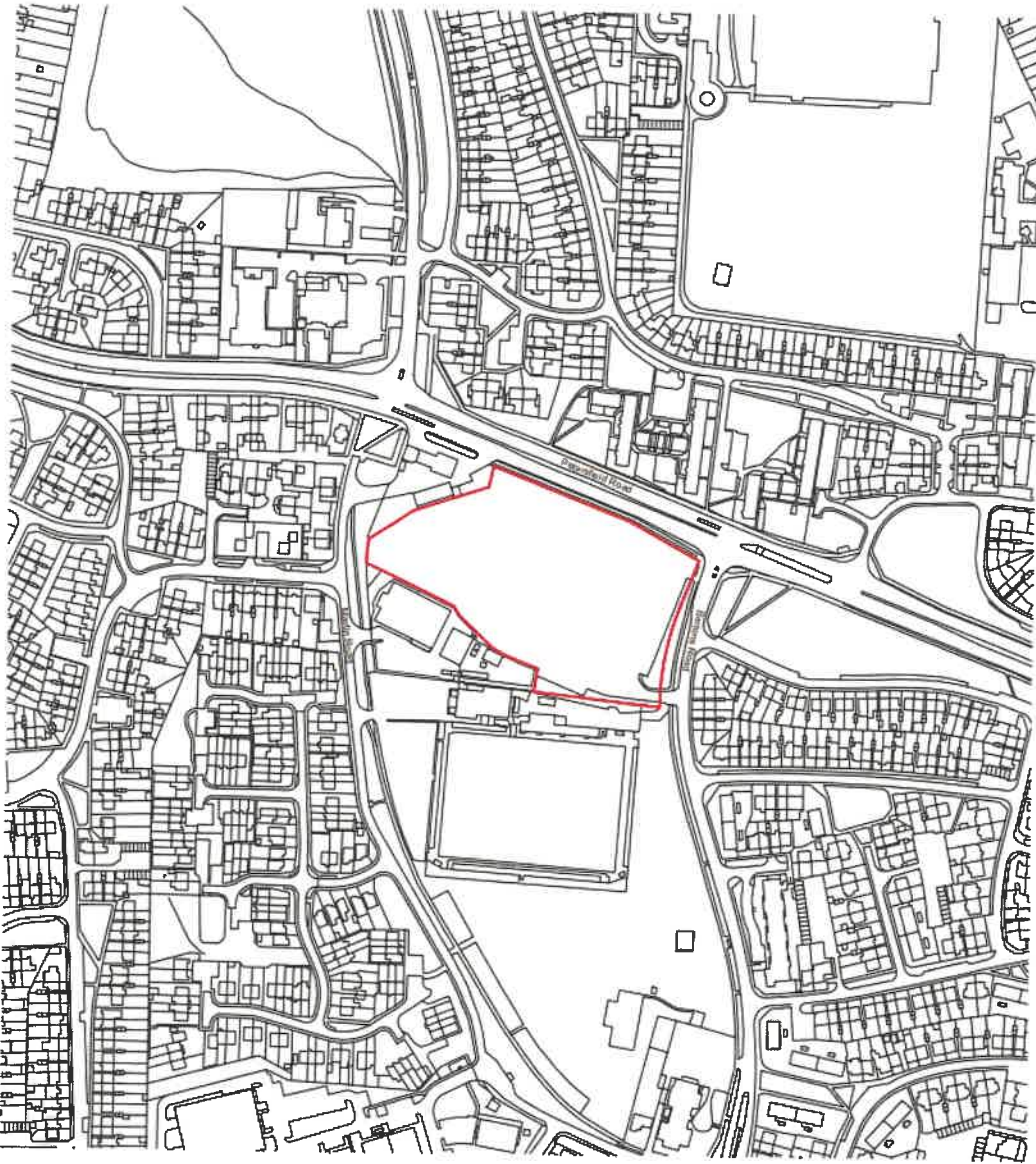
EXECUTED as a **DEED** by affixing the
COMMON SEAL of

BANK

in the presence of:

APPENDIX 1

PLAN 1



**AUTHORISED
SIGNATORY**

DATE: 10/10/2018
BY: [Signature]
FOR: [Signature]

10/10/2018

Application site boundary



Scale: 1:1000
10m 20m 30m

EDGINGTONS

Edgingtons is a small village in the north of the county of Northampton. It is situated on the A14 road, which runs from London to Peterborough. The village is home to a primary school, a church, and a few small businesses. The land shown in the plan is a large area of land that has been designated for development. It is located to the south of the village, and is bounded by the A14 road to the north and east, and by a railway line to the south and west. The land is currently used for agriculture, but it is planned to be developed into a residential area. The plan shows the proposed layout of the development, including the roads, paths, and buildings. The highlighted area is the site of the proposed development.

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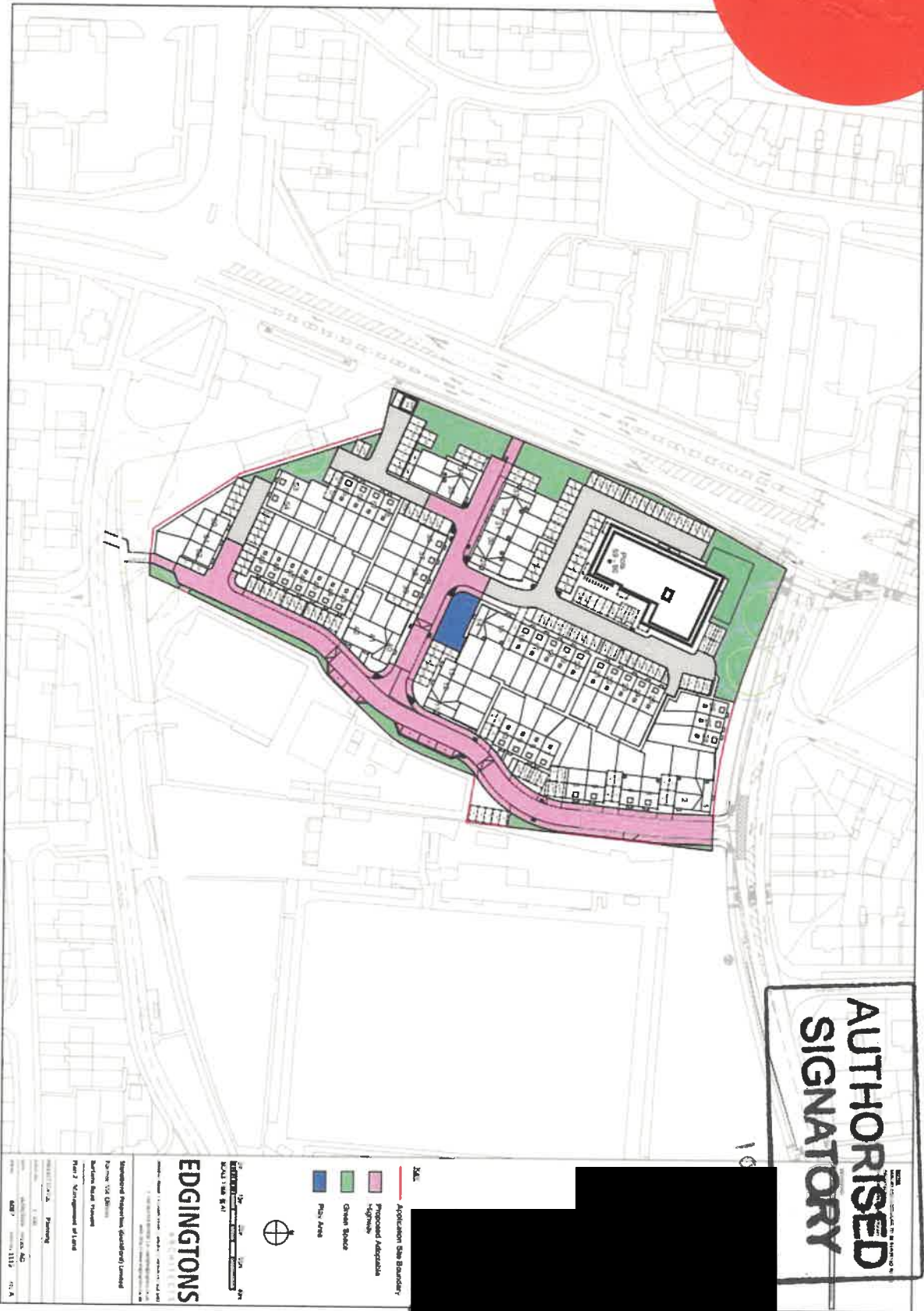
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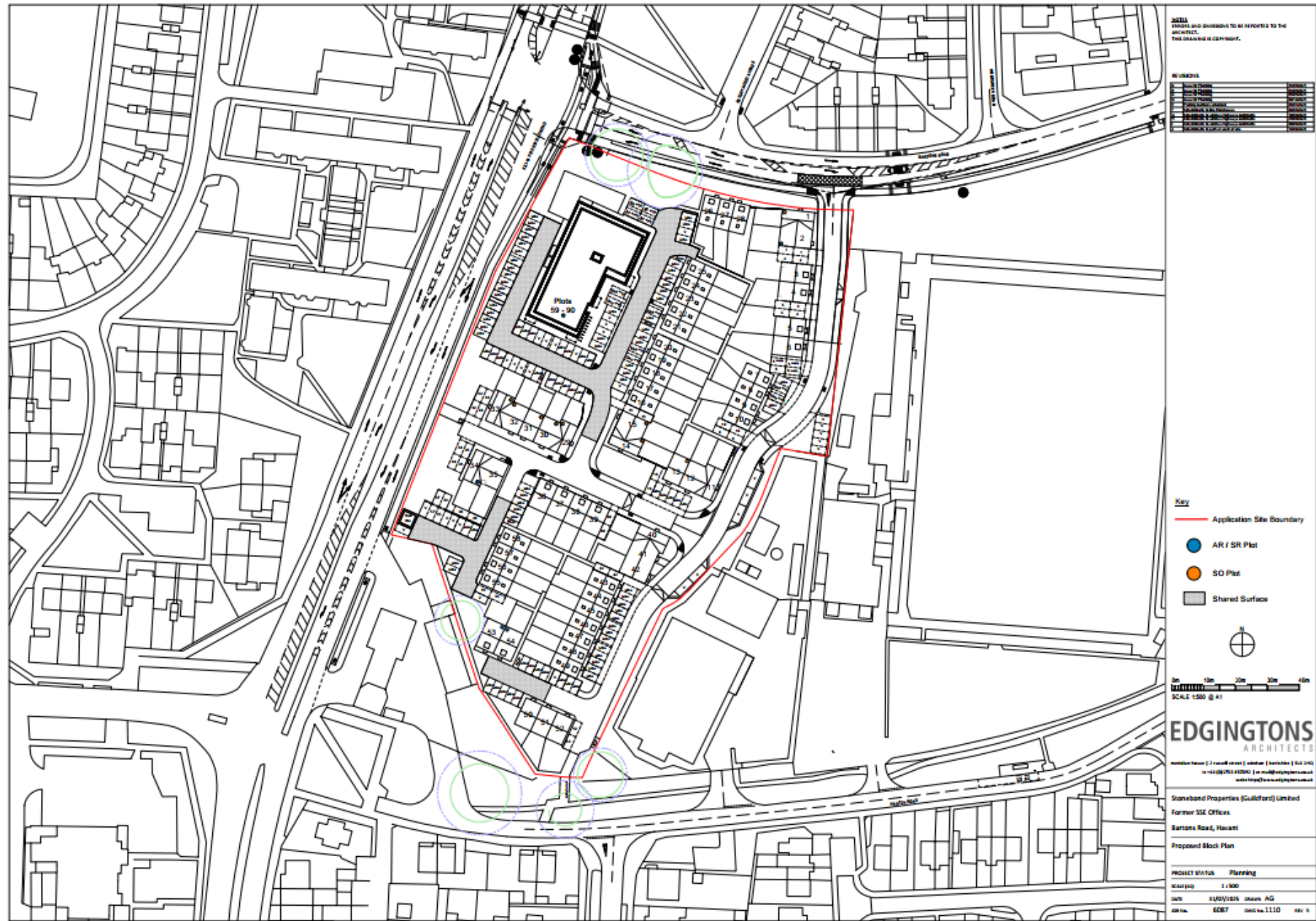
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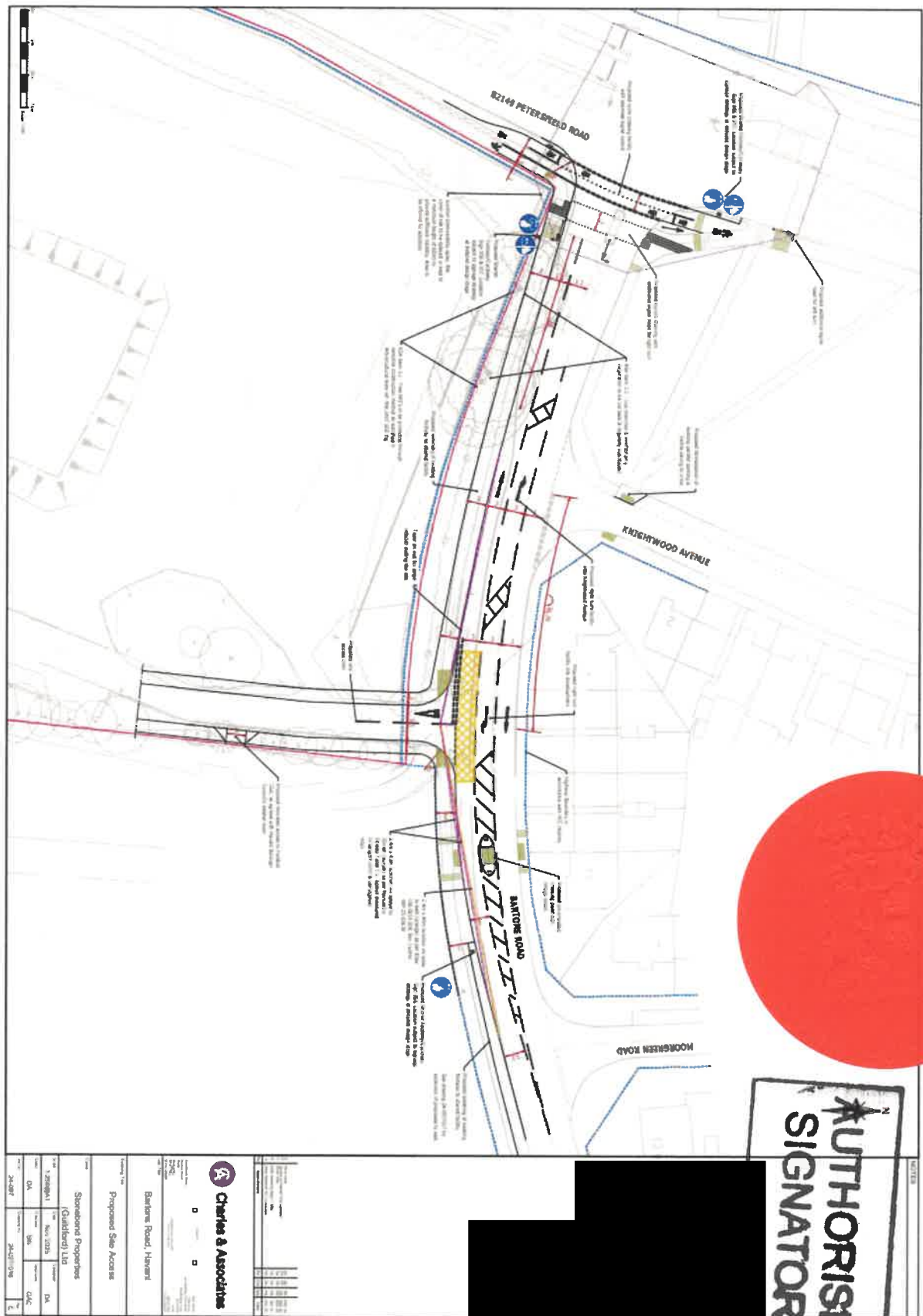
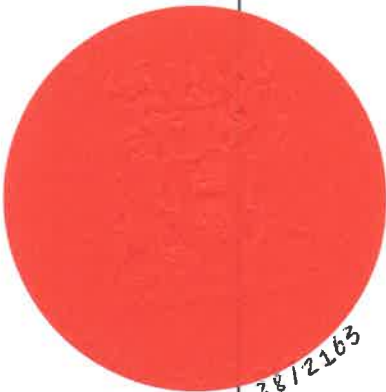
APPENDIX 2

PLAN 2





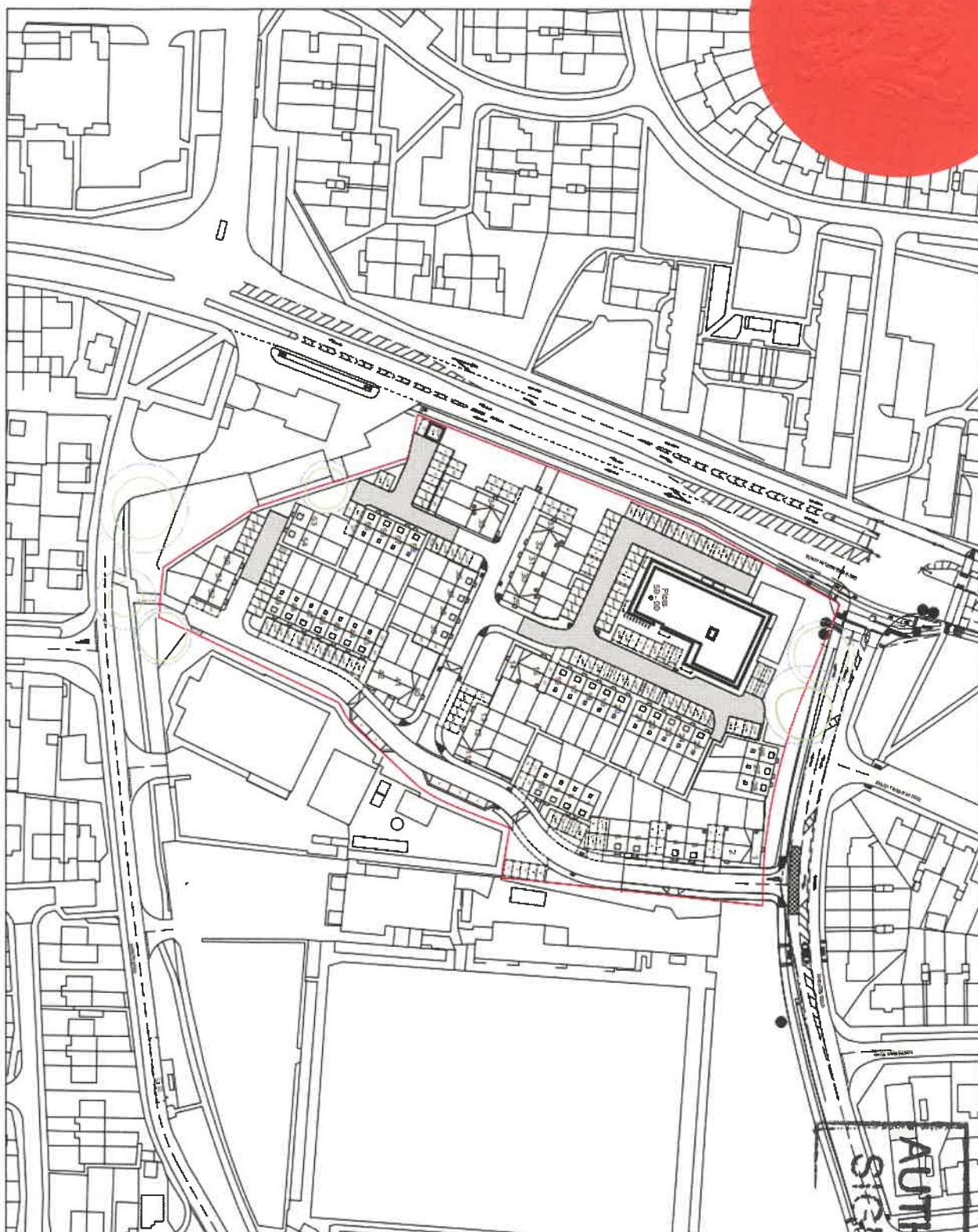
APPENDIX 4 HIGHWAY WORKS



**AUTHORISED
SIGNATORY**



38/2163



AUTHORISED
SIGNATORY

EDGINGTONS

Scale: 1:1000

Legend:

- Application Site Boundary
- ARI / SFR Foot
- SLO Foot
- Shaded Surface

North Arrow

Edgingtons

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