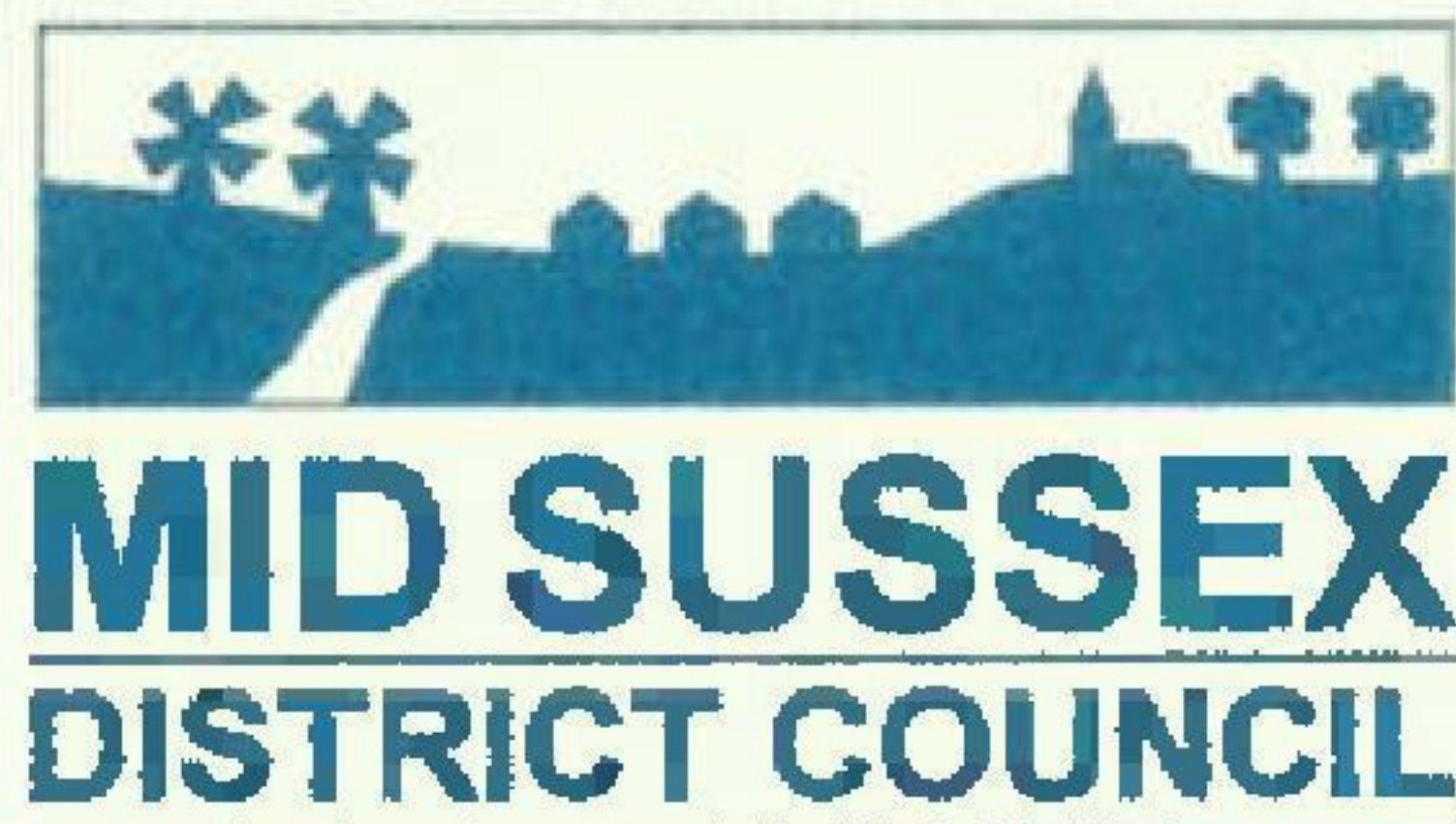




February
DATED 18th SEPTEMBER 2026

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

REVA PROPERTY HOLDINGS (3)

AND

JIVA HEALTHCARE LIMITED (4)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at 34 Cyprus Road Burgess Hill RH15 8DX
DM/25/0582

Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

Ref 8355

HEREBY CERTIFY THAT I HAVE
EXAMINED THIS COPY WITH
THE ORIGINAL DOCUMENT
AND FOUND IT TO BE A TRUE
COPY THEREOF:

DATE: 18.02.26

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THIS DEED is dated the 18th day of February 2026

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("the District Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RQ ("the County Council")
- (3) **REVA PROPERTY HOLDINGS LTD** incorporated and registered in England and Wales with company number 06804446 whose registered office is at 20 Langley Road, Slough, Berkshire, SL3 7AB ("the Owner")
- (4) **JIVA HEALTHCARE LIMITED** incorporated and registered in England and Wales with company number 06301200 whose registered office is at 17/19 Walsingham Road, Hove, BN3 4FE of ("the Developer")

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute.
- (B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The County Council is the local authority responsible for library and highways infrastructure in the area in which the Land is situated.
- (D) The Owner has made the Application to carry out the Development.
- (E) In the event of the District Council resolving to grant Planning Permission for the Development, having regard to the provisions of the District Plan including Policy DP20 (Securing Infrastructure), the Supplementary Planning Document and all other material considerations, it will be subject to the completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject
- (F) The District Council and the County Council having regard to the Supplementary Planning Document determine the obligations contained in this Deed are necessitated by virtue of this Application.
- (G) The Owner the Mortgagee and the Developer have agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

- 1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act	means the Town and Country Planning Act 1990 as amended;
All Requisite Consents	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme/the Scheme;
Application	means the application for full planning permission for the Development which was validated by the District Council and allocated reference DM/25/0582;
BCIS Index	means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;
Commencement Date	means the date on which the Commencement of the Development begins;
Commencement of the Development	means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act and all references to Commence , Commenced and Commencement shall be construed accordingly;
Commencement Notice	means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 17;
County Council Contributions	means the Library Contribution and the Total Access Demand Contribution;

County Council Monitoring Fee means the total sum of £810 Index Linked payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Agreement over the lifetime of the Development;

Default Interest Rate means 4% per annum above the Base Rate of the Bank of England and **Interest** shall be construed accordingly;

Development means the development of the Land by demolition of existing building and the erection of part 4 and part 5 storey building for assisted living accommodation for up to 14 occupiers(14 bedrooms) and on site staff facilities(use class C2 and commercial space on lower ground floor (Class E) as set out in the Application and authorised by the Planning Permission;

District Plan means the Mid Sussex District Plan 2014-2031 adopted on 28th March 2018;

Dwelling means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

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

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

Where:

Relevant Amount = the payment to be RPI Indexed

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

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

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

$$A = B \times \frac{C}{D} \text{ is equal to or greater than } 1$$

D

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

B is the original sum mentioned in this Deed

C is the BCIS Index at the date payment falls due

D is the BCIS Index at the date of consultation being the 8th May 2025

and **Indexation** shall be construed accordingly;

Land

means the land against which this Deed may be enforced known as 34 Cyprus Road Burgess Hill RH15 8DX which is registered at HM Land Registry under title number WSX 40848 and is shown for identification purposes only edged red on the Plan;

Library Contribution

means the financial contribution of Two Thousand Seven Hundred and Eighty-one Pounds only (£2781.00) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE of this Agreement being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards additional facilities at Burgess Hill Library PROVIDED THAT should Commencement of Development take place after March 2026, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Occupation

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

Payment Notice

means a payment notice in the form attached at APPENDIX 2

Plan

means the plan annexed to this Deed at APPENDIX 1

**Planning
Permission**

means the planning permission granted by the District Council pursuant to the Application;

Qualifying Trigger means any trigger contained in this Agreement that attracts the County Council Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;

RPI Index means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;

Scheme means public realm and connectivity improvements in Burgess Hill town centre;

Supplementary Planning Document means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted on the 25th July 2018;

Total Access Demand Contribution means the financial contribution of Ten Thousand Three Hundred and Sixty four pounds only (£10,364.00) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics payable in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE of this Agreement which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme PROVIDED THAT should Commencement of Development take place after March 2026, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Total Access Demand Methodology means the methodology developed by the County Council and adopted by the Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of the Development;

Working Day means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2. Clause and schedule headings shall not affect the interpretation of this Deed.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.10. References to the District Council, the County Council [the Mortgagee, the Developer] and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner and the Mortgagee/and the Developer with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date; and

- 4.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

- 5.1. to give the Commencement Notice to the County Council not less than 10 Working Days before the Commencement Date; and
- 5.2. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

6. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations if any contained in the Schedules

7. COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the SECOND SCHEDULE.

8. DEVELOPER'S CONSENT

The Developer consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed.

9. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

10. LOCAL LAND CHARGE

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

11. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS AND THE COUNTY COUNCIL MONITORING FEE

- 11.1. The Owner shall pay to the District Council and County Council on or before the date of this Deed:

(a) The District Council and County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed

(b) The County Council Monitoring Fee to the County Council.

12. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the District Council and / or County Council by the date it is due, the Owner shall pay the District Council and / or County Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. OWNERSHIP

13.1. The Owner warrants that no person other than the Owner the Mortgagee and the Developer has any legal or equitable interest in the Land.

13.2. The Owner agrees to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have 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.

14. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

15. WAIVER

No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. AGREEMENTS AND DECLARATIONS

The parties agree that:

16.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;

- 16.2. insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 16.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the commencement of the Development (which for the purposes of this clause shall mean the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act);
- 16.4. 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 Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 16.5. if the Owner fails to give the notice required by clauses 4.1 and 5.1 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 16.6. Subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the Act ("Section 73 Consent"):
- 16.6.1. the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act; and
- 16.6.2. the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 of the Act, any Section 73 Consent granted thereunder and any development permitted by such subsequent Section 73 Consent; and
- 16.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:
- "The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application [] will be equally applied to and satisfy the requirements necessitated under this application []".*
- 16.6.4. it is hereby agreed and declared by the parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves

the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act in connection with any Section 73 applications if the District Council considers it desirable to do so.

- 16.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 16.8. The obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.
- 16.9. The obligations in this Deed shall not be binding upon any person whose interest the Land is restricted to being an individual purchaser of any individual Dwelling and their successors in title or their mortgagee.

17. NOTICES

- 17.1. Any notice required by this Deed shall be in writing and addressed to the Section 106 Monitoring Team of the District Council at the address of the District Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.
- 17.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- (a) by first class post deemed served two Working Days after posting;
 - (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
 - (c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

18. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

19. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

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

FIRST SCHEDULE

COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the Commencement Date the Total Access Demand Contribution Index Linked to be used towards the public realm and connectivity improvements in Burgess Hill town centre.
- 1.2. Not to cause or allow the Commencement of the Development to occur until the Total Access Demand Contribution has been paid to the County Council.

2. Library Contribution

- 2.1. To pay to the County Council prior to the Commencement Date the Library Contribution Index Linked such sum being for additional facilities at Burgess Hill library.
- 2.2. Not to cause or allow the Commencement of the Development to occur until the Library Contribution has been paid to the County Council.

SECOND SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To expend the Total Access Demand Contribution together with any interest accruing thereon only on the public realm and connectivity improvements in Burgess Hill town centre and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Total Access Demand Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of the Scheme and any necessary advertisements.

2. Library Contribution

- 2.1 To expend the Library Contribution together with any interest accruing thereon only on additional facilities at Burgess Hill library and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Library Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

3. Expenditure

- 3.1. If or to the extent the Total Access Demand Contribution and/or the Library Contribution shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on such date refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.
- 3.2. If at the date referred to in paragraph 3.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1.1, and 2.1 of this SECOND SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or the Library Contribution required

for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in paragraph 3.1 hereof.

APPENDIX 1

THE PLAN

APPENDIX 2
PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:
.....

Agreement dated:

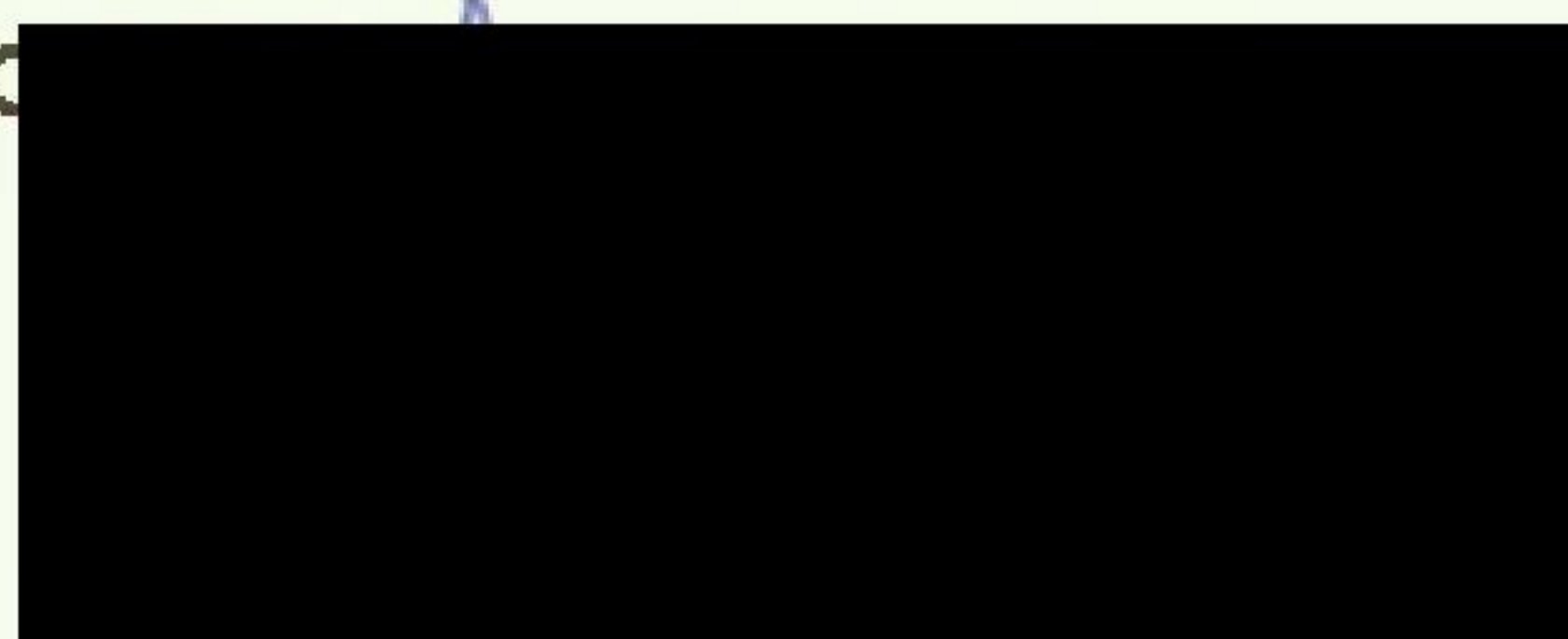
Planning application reference number:

Obligation in Agreement(Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s) :	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

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

Authorised Officer



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

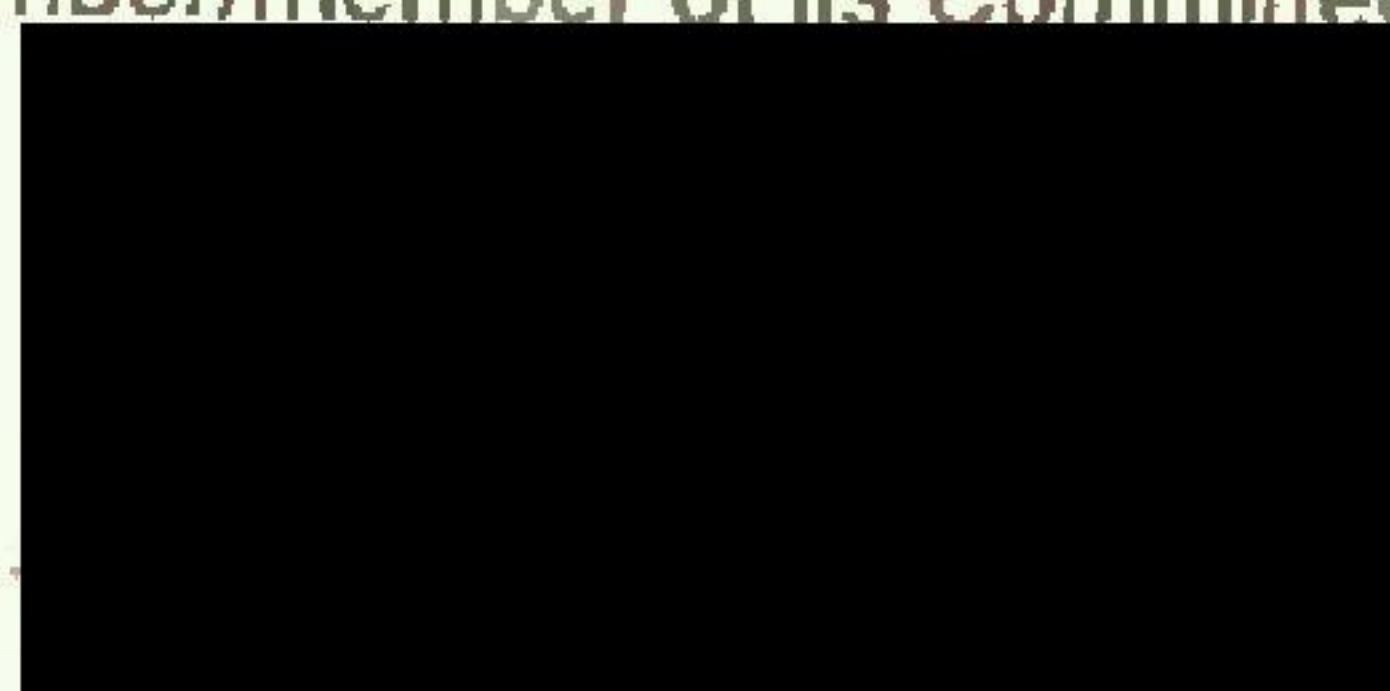
Authorised Officer



Executed as a Deed by
RIVA PROPERTY HOLDINGS LIMITED
acting by [NAME],
[a director/member/member of its Committee] and
[NAME], [a director/its secretary/member/member of its Committee]

Director

Director/Secretary



Executed as a Deed by
JIVA HEALTHCARE LIMITED
acting by [NAME],
a [director/member/member of its committee] and
[NAME], [a director/its secretary/member/member of its Committee]
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address

Occupation

