

DATED

2026

BETWEEN

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

RH19 ESTATES LIMITED (3)

AND

KHK ONE LIMITED (4)

AND

BARUCH STERN (5)

PLANNING OBLIGATION BY WAY OF AGREEMENT

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land at Queensmere House, 49 Queens Road, East Grinstead, West Sussex

Julie Galvin
Assistant Director, Governance and Monitoring Officer
Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN REF: 8393

OFFICIAL

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THIS DEED is dated the

day of

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, West Street, Chichester, West Sussex, PO19 1RQ (**“the County Council”**)
- (3) **RH19 ESTATES LIMITED** incorporated and registered in England and Wales with company number 15710881 whose registered office is at 12 Urban Hive, Theydon Road, London, England E5 9BQ (**“the Owner”**)
- (4) **KHK ONE LIMITED** incorporated and registered in England and Wales with company number 12967470 whose registered office is at 8 Stratford Place, London, W1C 1AY (**“the First Mortgagee”**).
- (5) **BARUCH STERN** of 33 Colberg Place, London, N16 5RA (**“the Second Mortgagee”**).

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute.
- (B) The Land is subject to a legal mortgage dated 24 May 2024 in favour of the First Mortgagee.
- (C) The Land is subject to a legal mortgage dated 14 May 2025 in favour of the Second Mortgagee.
- (D) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (E) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (F) The Owner has made the Application to carry out the Development.
- (G) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for a financial contribution towards the Joint SAMM Strategy and the SANG Strategy in accordance with Policy DP17 of the District Plan and having regard to the Habitats Regulations which would not be generated but for the Development.
- (H) As required by the Habitats Regulations, the District Council, as competent authority, has undertaken a Habitats Regulations Assessment of the implications of the project for the SPA in view of that site’s conservation objectives. The District Council concludes the Development with mitigation would not have an adverse effect on the integrity of the SPA and considers that suitable contributions towards the Joint SAMM Strategy and the SANG Strategy are therefore required.
- (I) The District Council resolved to grant planning permission for the Development prior to completion of this Deed.

- (J) 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.
- (K) The Owner has stated that there are viability issues affecting the payment of the assessed contributions and submitted to the District Council documentation in support of this contention. The District Council has agreed that at the date of this Deed it is currently not viable for the assessed contributions to be paid at Commencement of the Development towards the cost of the District Council Contributions less the SAMM and SANG Contributions and the County Council Contributions and that at the current time the payment of any assessed sum towards the total the District Council Contributions less the SAMM and SANG Contributions due of Five Hundred and Sixty Nine Thousand Nine Hundred and Sixty Six pounds (£569,966) and the County Council Contributions due of £83,503 would render the Development unviable.
- (L) It is also agreed that in accordance with the Affordable Housing SPD and the Development Viability SPD the sum in recital K is due on the Review Date and that unless that is paid on the Review Date an Advanced Stage Viability Review will be submitted on the Review Date for assessment when accurate information about actual build costs and values will be able to be provided. The Advanced Stage Viability Review will determine whether or not any additional value has been generated since the viability assessment was undertaken. If the viability position improves over the Deficit then contributions towards the District Council Contributions less the SAMM and SANG Contributions and the County Council Contributions shall be paid. The contributions shall be based on 50% of any additional value generated. and would be capped at Five Hundred and Sixty Nine Thousand Nine Hundred and Sixty Six pounds (£569,966) (Total of all DC contributions less SAMM & SANG) and total of all County Council Contributions (£83,503). Additional value shall result from an increase in the Gross Development Value or a reduction in the Build Costs or from the Gross Development Value increasing by more than any increase in Build Costs. The relevant GDV and Build Cost figures, together with the Council's Standard Review Formula and viability clauses, will be included in this Deed and if viability is found to have improved above the Deficit with a positive Surplus resulting from the application of the District Council Contributions, Less SAMM and SANG, Formula it is agreed that the Surplus shall be applied to the County Council Contributions and thereafter to the balance of the District Council Contributions that remains unsatisfied.
- (M) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met.

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;
Actual Build Costs	means the actual build costs payment made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormals, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of 75% (18) of the Dwellings in the Development sold/let and other income/revenue sources (as set out in the relevant building contract(s)), including receipted invoices, or costs certified by the Owner's quantity surveyor or costs consultant and agreed by the External Consultant during the Advanced Stage Review Assessment.
Actual Gross Development Value	means the actual capital value derived from the sales values of 75% (18) of the Dwellings sold/let, together with that from of any car parking spaces and any other buildings sold, the rental value of any Dwellings and any other buildings rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue generated by the Development and agreed by the External Consultant during the Advanced Stage Review Assessment;
Advanced Stage Viability Review	means the submission by the Owner to the District Council of all relevant information and full supporting evidence relating to the Actual Build Costs, the Estimated Build Costs, the Actual Gross Development Value and the Estimated Gross Development Value on the Review Date (but not earlier) to enable the External Consultant to carry out the Advanced Stage Review Assessment;

Advanced Stage Review Assessment	means the assessment by the External Consultant appointed by the District Council all relevant information and full supporting evidence submitted relating to the Actual Build Costs and the Estimated Build Costs and the Actual Gross Development Value and the Estimated Gross Development Value to assess any changes to the Submission Viability Assessment GDV and the Submission Viability Assessment Build Costs. The External Consultant will calculate the Actual Gross Development Value, the Estimated Gross Development Value, the Actual Build Costs and the Estimated Build Costs and will assess if a Surplus has arisen;
Affordable Housing	means housing provided to eligible households who the District Council could reasonably expect to occupy the Development having regards to the District Council's Housing Allocation Scheme effective from 1 st August 2019 or any updated allocation scheme including availability at a cost low enough for them to afford (or at rent levels previously approved by the responsible officer for Housing in writing), determined with regard to local incomes and local incomes and local house prices; and include provision for the homes to remain at an affordable price for future eligible households, or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;
Affordable Housing Contribution	means the Affordable Housing Contribution calculated in accordance with the Affordable Housing Contribution Formula or if not so assessed the sum of £488,000 (Four Hundred and Eighty Eight Thousand Pounds).
Affordable Housing Contribution Cap	means the sum of £488,000 calculated in accordance with the West Sussex Commuted Sum Review dated 11th March 2011 for a mix of 2 x 1 bedroom flats and 6 x 2 bedroom flats (Calculated as follows – 2 x 1 bedroom flats @£55,000, 6 x 2 bedroom flats @£63,000 per flat = £488,000;

**Affordable Housing
SPD**

means the document entitled Affordable Housing Supplementary Planning Document and adopted by the District Council on the 25th July 2018;

**Affordable Housing
Contribution**

means the following formula:

Formula

$((A + B - C) - (D + E - F)) \times \text{APA} = \text{Affordable Housing Contribution}$

A = The Actual Gross Development Value achieved on sale/letting of 75% of the Dwellings in the Development (18) and from other parts of the Development sold / let and other income/revenue receipts calculated as part of the Advanced Stage Review Assessment

B = The Estimated Gross Development Value assessed at the time of sale//letting of 75% of the Dwellings in the Development (18) for the remaining 25% of the Dwellings in the Development (6) and other parts of the Development that are yet to be sold/let and other income/revenue sources calculated as part of the Advanced Stage Review Assessment

C = The Submission Viability Assessment GDV

D = The Actual Build Costs of 75% (18) of the Dwellings in the Development calculated as part of the Advanced Stage Review Assessment

E = The Estimated Build Costs of the remaining 25% of the Dwellings in the Development (6) that are yet to be sold/let calculated as part of the Advanced Stage Review Assessment

F = The Submission Viability Assessment Build Costs.

Notes:

(A + B - C) is the change in the Gross Development Value from the Submission Viability Assessment to the point of the Advanced Stage Review Assessment

(D + E – F) is the change in Build Costs from the Submission Viability Assessment to the point of the Advanced Stage Review Assessment

The change in Build Costs is subtracted from the change in the Gross Development Value to establish whether any additional value has been generated as a result of increased values or reduced costs or a combination of the two.

APA = 0.50 (0.50 is the proportion of additional value to be retained by the Owner as an additional profit allowance)

**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 on 13th February 2025 and allocated reference DM/25/0388;

**Ashdown Forest
SAMM Contribution**

means the financial contribution of Twenty Eight Thousand and Eighty pounds (£28,080) calculated in accordance with the Joint SAMM Strategy subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;

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;

**Biodiversity Excess
Gain**

means the percentage of the Biodiversity Net Gain in excess of 10% at the time when the Development on the Land is completed, calculated based on the difference between;

- (1) the Pre-Development Biodiversity Value; and
- (2) the Post-Development Biodiversity Value

as evidenced by the BNG Metric;

Biodiversity Net Gain

means a 10% net gain in biodiversity at the time when the Development on the Land is completed, calculated based on the difference between:

(1) the Pre-Development Biodiversity Value; and

(2) the Post-Development Biodiversity Value

as evidenced by the BNG Metric

BNG Acceptance of Completion

means the written statement by the District Council confirming that the habitat enhancements set out in the Biodiversity Enhancement Layout under condition 10 of the Permission on the On Site Biodiversity Areas and Off Site Biodiversity Areas have been complied with to its reasonable satisfaction, and “acceptance” shall be construed accordingly;

BNG Metric

Means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain;

BNG Monitoring Fee

means the sum of Twelve Thousand pounds (£12,000);

BNG Plan

means the Plan submitted to and approved by the District Council to satisfy the Development’s Biodiversity Net Gain requirements pursuant to schedule 7A of the 1990 Act;

Build Costs

means build cost payments in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormals, external works and infrastructure, contractors' overheads and profit, and design and professional fees Building Safety Levy (if any) for the construction of all of the Dwellings in the Development sold/let and other income / revenue sources;

Charge Holder	means any mortgagee or chargee of the Land (or any part of the Land) from time to time or the successors in title to such mortgagee or chargee or any receiver or manager appointed by such mortgagee or chargee;
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 18;
Community Buildings Contribution	means the assessed financial contribution of Thirteen Thousand Two Hundred and Ninety One pounds (£13,291) subject to indexation but the actual amount payable is subject to adjustment in accordance with the provisions of the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE;
County Council Contributions	means the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution, the Library Contribution and the Total Access Demand Contribution;
County Council Monitoring Contribution	means the total sum of Eight Hundred and Fifty Five Pounds (£855) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Deed	means this agreement and “Agreement” shall be construed accordingly;

Default Interest Rate	means 4% per annum above the Base Rate of the Bank of England and Interest shall be construed accordingly;
Deficit	means Nil pounds (£0)
Developer Profit	means 17.5%
Development	means the development of the Land by the conversion of a DF1 Educational Building to 24 No. residential Apartments (32 bedroom) with infilling of existing undercroft areas, associated car parking, landscaping, cycle spaces, amenity areas, 1.1m high metal fence and new ramp as set out in the Application and authorised by the Planning Permission;
Development Viability SPD	means the document entitled Development Viability Supplementary Planning Document adopted by the District Council on the 25 th July 2018;
District Council Contributions	means the Affordable Housing Contribution, the Ashdown Forest SAMM Contribution, the Formal Sport Contribution, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution, the Play Space Contribution and the SANG Contribution;
District Council Contributions less SAMM and SANG	means the assessed Affordable Housing Contribution, the assessed Formal Sport Contribution, the assessed Community Building Contribution, the assessed- Kickabout Contribution, the assessed Local Community Infrastructure Contribution and the assessed Play Space Contribution;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 th March 2018;
Dwelling	means any Apartment (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;
Estimated Build Costs	means the estimated build cost payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition,

site clearance and site preparation, construction, abnormal, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of the remaining 25% (6) of the Dwellings in the Development that are yet to be sold/let and other income/revenue sources based on agreed building contracts or estimation provided by the Owner's quantity surveyor or costs consultant and agreed by the External Consultant during the Advanced Stage Review Assessment;

Estimated Gross Development Value

means the capital value for the remaining 25% (6) of the Dwellings in the Development that are yet to be sold/let together with that from any car parking spaces and any other buildings to be sold, the rental value of any Dwellings and any other buildings to be rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue and agreed by the External Consultant during the Advanced Stage Review Assessment;

External Consultant(s)

means the external consultant(s) appointed by the District Council to carry out the Advanced Stage Review Assessment;

Financial Contribution Trigger

means a trigger contained within this Deed applicable to the District Council Contributions and the County Council Contributions;

First Occupation Date

means the date on which the Occupation of any Dwelling begins

First Occupation Notice

means the written notice confirming the First Occupation Date referred to in clauses 4.2 and 5.2 and served in accordance with clause 18;

Formal Sport Contribution

means the assessed financial contribution of Twenty Three Thousand One Hundred and Seventy Four pounds (£23,174) subject to indexation adjustment but the actual amount payable

is subject to the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE;

Gross Development Value means the capital value derived from the sales values of the Dwellings in the Development sold/let, any car parking spaces and any other buildings sold, the rental value of any Dwellings and any other buildings rented out which are capitalised using a yield, any shared ownership/discounted market sales receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue;

Habitats Regulations means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);

HMMP means a Habitat Management and Monitoring Plan approved by the District Council pursuant to schedule 7A of the 1990 Act setting out details of how the Biodiversity Net Gain Plan will be delivered managed maintained and monitored over at least 30 years (the “Covenant Period”);

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, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula:

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

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 for the quarter preceding the date of payment

D is the BCIS Index for the quarter preceding the date of 20th March 2025

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

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

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

B is the original sum mentioned in this Deed

C is the RPI Index preceding the date of payment

D is the RPI Index preceding the date of 4th July 2025

and Indexation shall be construed accordingly;

and **Indexation** shall be construed accordingly;

Joint SAMM Strategy

means the Joint Strategic Access Management and Monitoring Strategy published by the District Council and dated 19th March 2020 or any successor strategy;

Kickabout Contribution

means the assessed financial contribution of Thirteen Thousand Eight Hundred and Eighty Five pounds (£13,885) subject to adjustment but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE;

Land

means the land against which this Deed may be enforced known as Queensmere House, 49 Queens Road, East Grinstead, West Sussex RM19 1BG which is registered at HM Land Registry under title number WSX2709 and is shown for identification purposes only edged red on the Plan;

Library Contribution	means the assessed financial contribution of Nine Thousand and Sixty Nine pounds (£9,069) subject to adjustment in accordance with the provision of paragraph Error! Reference source not found.3 of the SECOND SCHEDULE but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the SECOND SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed 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 East Grinstead Library PROVIDED THAT should Commencement of the Development take place after 31 st March 2027, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;
Local Community Infrastructure Contribution	means the assessed financial contribution of Fifteen Thousand and Eighty Six pounds (£15,086) subject to adjustment but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE;
Monitoring Reports	means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan;
Non-Financial Trigger	means a trigger contained within this Deed applicable to the Review Date and the Travel Plan Statement;
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;
On Site Biodiversity Areas	means the areas within the Land to be laid out to provide habitat enhancements for the purpose of achieving the Biodiversity Net Gain in accordance with the HMMP and subsequently managed,

maintained and monitored in accordance with the HMMP and condition 8 of the Planning Permission;

Payment Notice

means a payment notice in the form attached at APPENDIX 3;

Plan

means the plan annexed to this Deed at APPENDIX 2;

**Planning
Permission**

means the planning permission granted by the District Council pursuant to the Application substantially in the draft form annexed at APPENDIX 1;

**Play Space
Contribution**

means the assessed financial contribution of Sixteen Thousand Five Hundred and Thirty pounds (£16,530) subject to Indexation but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE;

**Post-Development
Biodiversity Value**

(1) the projected value of the on site habitat at the time when the BNG Acceptance of Completion has been issued;
(2) the value of any On Site and Offsite Biodiversity Areas; and
in each case calculated by reference to the BNG Metric

**Pre-Development
Biodiversity Value**

means the biodiversity value of the on site habitat prior to the Development calculated by reference to the BNG Metric;

**Practical
Completion**

means the issue of a certificate of practical completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party or their architects;

**Primary Education
Contribution**

means the assessed financial contribution of Forty Nine Thousand, Four Hundred and Sixty Five Pounds (£49,465) subject to adjustment in accordance with the provision of paragraph 2.1 of the SECOND SCHEDULE but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards

the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at Halsford Park Primary Academy, or another primary school in the planning area of East Grinstead PROVIDED THAT should Commencement of the Development take place after 31st March 2027, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Qualifying Trigger	means in relation to this Deed including a Financial Contribution Trigger and a Non-Financial Trigger;
Review Date	means a date between the date on which the 18 th Dwelling is sold/let and before the 19th Dwelling is sold/let;
Review Date Notice	means the written notice given by or on behalf of the Owner confirming the Review Date referred to in clause 4.2 and served in accordance with clause 18;
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 and/or the County Council may specify;
SANG	means the Suitable Alternative Nature Greenspace to be provided within Mid Sussex in accordance with the SANG Strategy;
SANG Contribution	means the sum of One Hundred and Twenty Six Thousand and Seventy Two pounds (£126,072) calculated in accordance with the SANG Strategy and subject to adjustment in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;
SANG Land	means an area of land known as the Hill Place Farm SANG situated within Mid Sussex which is within the Freehold

ownership of the District Council, which has been designated as SANG Land as identified by the SANG Strategy;

Scheme

means a highways scheme which will support improvements to the A22 Corridor and/or Pedestrian improvements at Railway Approach, East Grinstead;

**Secondary
Education
Contribution**

means the assessed financial contribution of Forty Eight Thousand Five Hundred and Ninety Six pounds (£48,596) subject to adjustment in accordance with the provision of paragraph 2.3 of the SECOND SCHEDULE but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be used towards additional facilities at Imberhorne School or another secondary school in the planning area of East Grinstead PROVIDED THAT should Commencement of the Development take place after 31st March 2027, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

**Sixth Form
Education
Contribution**

means the assessed financial contribution of Ten Thousand Four Hundred and Ninety Five pounds (£10,495) subject to adjustment in accordance with the provision of paragraph [2.5] of the SECOND SCHEDULE but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for further education services that would be generated by the Development and to be used towards

additional facilities at Imberhorne School Sixth Form, or another sixth form facility in the planning area of East Grinstead PROVIDED THAT should Commencement of the Development take place after 31st March 2027, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

SPA means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);

Submission Viability Assessment means the Viability Assessment with reference Central Sussex College, Queensmere House, 49 Queens Road, East Grinstead, RH19 1BG dated July 2025 and prepared by the External Consultant following his independent assessment of the Viability Report prepared by Savills and submitted by the Owner at the Application stage A copy of the relevant SDP Viability Assessment Appraisal Summary dated July 2025;

Submission Viability Assessment Build Costs means the estimated build cost payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormals, external works and infrastructure, contractors' overheads and profit, contingencies and design and professional fees for the construction of the 24 Dwellings in the Development that are to be sold/let and other income/revenue sources in the sum of three million nine hundred and seventy eight thousand, six hundred and nineteen pounds (£3,978,619) as agreed by the External Consultant during his assessment at the Planning Application stage;

Submission Viability Assessment GDV means the estimated capital value derived from the sales values of the 24 Dwellings in the Development to be sold/let, any car parking spaces and any other buildings to be sold, the rental value of any Dwellings and any other buildings to be rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rent generated by commercial floorspace or any other use and any other potential sources of

revenue in the sum of Five Million Eight Hundred and Fifty Two Thousand Five Hundred pounds (£5,852,500) as assessed by the External Consultants at the planning Application stage;

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

Total Access Demand Contribution means the assessed financial contribution of Fifteen Thousand Four Hundred and Thirty Two pounds (£15,432) subject to adjustment in accordance with the provision of paragraph [1.1] of the SECOND SCHEDULE but the actual amount payable is subject to the Advanced Stage Viability Review in accordance with the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics payable in accordance with this Deed and is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme PROVIDED THAT should Commencement of the Development take place after 31st March 2027, 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 District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development;

Travel Plan Statement means the travel plan statement to prepared by the Owner and approved by the County Council in respect of securing a proposed development at Queensmere House, 49 Queens Road, East Grinstead, West Sussex RH19 1BG subject to any amendments agreed in writing by the County Council from time to time;

Travel Plan Statement Co-Ordinator means the person appointed by the Owner responsible for securing the implementation of the Travel Plan Statement;

Travel Plan Statement Monitoring Fee	means the sum of One Thousand Seven Hundred and Sixty Five Pounds (£1,765) exclusive of VAT payable to the County Council for monitoring the delivery of the Travel Plan Statement over the lifetime of the Development;
Unit(s)	means a new unit of accommodation as set out in the Mid Sussex District Council document "Type of Development and Application of the SANG Contribution" dated 1st September 2022;
Viability Assessment	means the viability assessment attached at APPENDIX 4;
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 First Mortgagee, the Second Mortgagee 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, the First Mortgagee, and the Second Mortgagee 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 save for the provisions of clauses 4, 5, 6 and 7 which are conditional upon the grant of Planning Permission.

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;
- 4.2. to give advance written notice of not less than 10 working days to the District Council of the First Occupation Date; and
- 4.3. to give the Review Date Notice to the District Council not less than 10 Working Days before the Review Date; and
- 4.4. 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;
- 5.2. to give the First Occupation Notice to the County Council not less than 10 Working Days before the First Occupation Date; and
- 5.3. 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 contained in the THIRD SCHEDULE.

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 FOURTH SCHEDULE.

8. MORTGAGEE'S CONSENT

- 8.1. The First Mortgagee and the Second Mortgagee consent to the completion of this Deed and declares that from the date of this Deed its interest in the Land shall be bound by the terms of this Deed
- 8.2. The First Mortgagee and the Second Mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the First Mortgagee and/or the Second Mortgagee is in possession of all or any part of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9. OWNER'S CONSENT

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

10. 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.

11. LOCAL LAND CHARGE

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

12. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 12.1. The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the sum of Four Thousand and Fifty pounds (£4,050) as a contribution towards the District Council's costs of monitoring the implementation of this Deed.
- 12.2. The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the County Council Monitoring Contribution.
- 12.3. For the avoidance of any doubt the costs referred to in this clause 12 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in clause 2.

13. 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.

14. OWNERSHIP

- 14.1. The Owner warrants that no person other than the Owner, the First Mortgagee, and the Second Mortgagee have any legal or equitable interest in the Land.
- 14.2. 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.

15. 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.

16. 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.

17. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 17.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 17.2. 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;
- 17.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if
 - 17.3.1. 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);

- 17.4. 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;
- 17.5. if the Owner fails to give the notice required by clauses 4.1, 4.2, 5.1 and 5.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and the First Occupation Date and shall give notice to the Owner of the District Council's determination;
- 17.6. 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"):
- 17.6.1. 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
- 17.6.2. 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
- 17.6.3. 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 []".
- 17.6.4. 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.
- 17.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 17.8. 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.

- 17.9. The obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser of any individual Dwelling and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.
- 17.10. The District Council retains control, possession and overall management of the SANG Land, so long as they hold a proprietary interest in the SANG Land, and the Owner, the First Mortgagee, and the Second Mortgagee acknowledge that this Deed does not confer on the Owner, the First Mortgagee, and the Second Mortgagee proprietary rights or interest of any kind.

18. NOTICES

- 18.1. 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.
- 18.2. 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.

19. 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.

20. DISPUTES

- 20.1. If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.

- 20.2. If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:
- 20.2.1. where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;
- 20.2.2. where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.
- 20.3. If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 20.2.1 or 20.2.2 hereto is applicable.
- 20.4. Except as aforesaid any expert appointed pursuant to Clauses 20.2.1 or 20.2.2 or any other person shall:
- (a) on their appointment serve written notice thereof on the parties in dispute;
 - (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
 - (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
 - (d) have an unfettered discretion to determine the reference to them;
 - (e) serve notice of their determination as soon as they have made it;
 - (f) give full and clear reasons for their decision;
 - (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of

manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

- 20.5. The provisions of this clause shall not affect the ability of the District Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

21. DELIVERY

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

22. 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 DISTRICT COUNCIL AND THE COUNTY COUNCIL

PART 1

1. Ashdown Forest SAMM Contribution

- 1.1. To pay to the District Council prior to the Commencement Date the Ashdown Forest SAMM Contribution and such sum shall be Index Linked.
- 1.2. Not to Commence the Development unless and until the Ashdown Forest SAMM Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 1.3. If the Ashdown Forest SAMM Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 13 and any such interest shall be treated as part of the Ashdown Forest SAMM Contribution.

2. SANG Contribution

- 2.1. To pay to the District Council prior to the Commencement Date the SANG Contribution which shall be Index Linked
- 2.2. Not to Commence the Development unless and until the SANG Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 2.3. If the SANG Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 13 and any such interest shall be treated as part of the SANG Contribution.

PART 2 – ADVANCED STAGE REVIEW

1. Submission of the Advanced Stage Review

- 1.1 The Owner shall on the Review Date (but not earlier) either.
 - 1.1.1 pay the District Council Contributions less Ashdown Forest SAMM Contribution and the SANG Contribution which shall already have been paid to the District Council and the County Council Contributions to the County Council; or
 - 1.1.2. submit to the District Council all relevant information and full supporting evidence relating to /regarding the Actual Build Costs, the Estimated Build Costs, the Actual Gross Development Value and the Estimated Gross Development Value (the Advanced Stage Review) to enable the External Consultant to carry out the Advanced Stage Review Assessment.

2. Provision and Assessment of the Advanced Stage Review

- 2.1 If the Owner submits the Advanced Stage Review to the District Council in accordance with Paragraph 1.1.2 of this part of this SCHEDULE, the Owner covenants with the District Council that:
- 2.1.1 the Advanced Stage Review will be produced on an open book basis under which there shall be full and frank disclosure of all relevant information and supporting evidence.
 - 2.1.2 the Advanced Stage Review will be prepared in accordance with the requirements contained in the Development Viability SPD and this Agreement;
 - 2.1.3 All Development costs (Actual Build Costs and Estimated Build Costs) included in the Advanced Stage Review shall be reasonably and properly attributable to the Development.
- 2.2 The Advanced Stage Review shall be scrutinised by the District Council with advice from the External Consultant and the reasonable costs of the External Consultant shall be borne by the Owner.
- 2.3 If the District Council or its External Consultant require further information to assess the Advanced Stage Review by carrying out the Advanced Stage Review Assessment then the Owner shall provide any reasonably required information to the District Council or its External within 10 Working Days of the District Council's request and this process may be repeated until the District Council or its External Consultant has all the information it reasonably requires.
- 2.4 The Owner shall pay the District Council's reasonable costs of assessing the Advanced Stage Review by carrying out the Advanced Stage Review Assessment within 10 Working Days of the District Council's invoice which will include the costs incurred by any External Consultant appointed by the District Council.
- 2.5 The District Council will carry out the Advanced Stage Review Assessment and will notify the Owner of the outcome of the Advanced Stage Review Assessment within thirty (60) Working Days of receiving the Advanced Stage Review documentation pursuant to paragraphs 2.1 or from receipt of the further information pursuant to paragraph 2.3 (whichever is latest).
- 2.6 If the District Council and the Owner are unable to agree the outcome of the Advanced Stage Review Assessment, within Thirty (30) days of the above notification, Clause 20.3 of this Agreement shall apply.

3. Payment of the District Council Contributions Less SAMM and SANG and the County Council Contributions

- 3.1 If the Advanced Stage Review Assessment is agreed or the outcome has been determined by an Expert pursuant to Clause 2.5 and 2.6 of the SCHEDULE and has resulted in a Affordable Housing Contribution the Owner shall pay such Affordable Housing Contribution firstly up to the sum of the County Council Contributions then once the County Council

Contributions shall have been satisfied then the remainder of the Affordable Housing Contribution shall be applied to the District Council Contributions paid to the District Council (other than the Ashdown Forest SAMM Contribution or the SANG Contribution which will already have been paid in full) as the case may be before the completion of the sale or letting of the 18th Dwelling (75%) and such sum shall be index linked. .

- 3.2 The Owner shall not cause or allow the Occupation of more than 18 Dwellings until the outcome of the Advanced Stage Review Assessment is agreed or any dispute regarding the Advanced Stage Review Assessment is resolved pursuant to Paragraph 2.6 of this SCHEDULE and where there is a positive Affordable Housing Contribution Paragraph 3.1 of this Schedule has been complied with.

SECOND SCHEDULE
COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1 Travel Plan Statement

1.1 The Owner hereby covenants with the County Council that prior to First Occupation of Development the Owner shall pay to the County Council the Travel Plan Statement Monitoring Fee Index Linked

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

1.3 The Owner hereby covenants with the County Council to submit the Travel Plan Statement for approval Prior to First Occupation

1.4 The Owner hereby covenants with the County Council not to allow First Occupation unless a Travel Plan Statement Co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed

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

THIRD SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution if any on formal sports facilities at East Court (target shooting and football) and/or Mount Noddy and/or East Grinstead Rugby Football Club.
- 1.2. To expend the Play Space Contribution if any on improvements to play equipment at The Dakins, Orchard Way and Kings Centre.
- 1.3. To expend the Kickabout Contribution if any on The Dakins, Orchard Way and Kings Centre.
- 1.4. To expend the Community Buildings Contribution on improvements to community buildings at Meridian Hall and/or East Grinstead Museum and/or Swithuns Church Hall.
- 1.5. To expend the Local Community Infrastructure Contribution if any on car parking at East Grinstead Sports Club and/or public conveniences in King Street, East Grinstead and/or signage, improved routes for pedestrians and/or cyclists, traffic calming and street furniture in East Grinstead town centre.
- 1.6. To expend the Ashdown Forest SAMM Contribution towards the Joint SAMM Strategy.
- 1.7. To expend the SANG Contribution towards the improvement and/or operation and/or maintenance of the SANG Land.
- 1.8. To expend the Affordable Housing Contribution on Affordable Housing in the area of the Council

2. Repayment of Contributions

- 2.1. If the Affordable Housing Contribution and/or the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/ or the Local Community Infrastructure Contribution have not been expended in accordance with paragraph 1 of this THIRD SCHEDULE within 10 (ten) years of receipt of the respective contributions the District Council shall, if so demanded in writing at the end of the said 10 (ten) year period, refund to the party that paid the relevant contribution(s) any unexpended sum(s) together with interest thereon from the date of receipt of the relevant contribution by the District Council 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 PROVIDED THAT if at the end of the 10 (ten) year period referred to in this paragraph 2.1 of this THIRD SCHEDULE the District Council shall have entered into a contract or other legally binding obligation to expend (or specifically allocated for expenditure by a Cabinet Member or the Cabinet Grants Panel (or such other group as may be constituted for such purpose) of the District Council) the Affordable Housing Contribution and/or the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution or parts thereof for the purposes specified in paragraph 1 of this THIRD SCHEDULE then the District

Council shall not be required to refund any part of the Affordable Housing Contribution and/or Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this THIRD SCHEDULE.

- 2.2. For the avoidance of any doubt the provisions of paragraph 2.1 of this THIRD SCHEDULE do not apply to the Ashdown Forest SAMM Contribution or the SANG Contribution.
- 2.3. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the schemes identified at paragraphs 1.1 to 1.7 of this THIRD SCHEDULE including the process of obtaining All Requisite Consents.

FOURTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To expend the Total Access Demand Contribution if any together with any interest accruing thereon only on the Scheme 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. Education Contributions

- 2.1. To expend the Primary Education Contribution if any together with any interest accruing thereon only towards additional facilities at Halsford Park Primary Academy, or another primary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 2.2. To expend the Secondary Education Contribution if any together with any interest accruing thereon only towards additional facilities at Imberhorne School, or another secondary school in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 2.3. To expend the Sixth Form Education Contribution if any together with any interest accruing thereon only towards additional facilities at Imberhorne School Sixth Form, or another sixth form facility in the planning area of East Grinstead should this be more suitable at the time that the contribution is made.
- 2.4. It is hereby acknowledged for the avoidance of doubt and without prejudice to paragraphs 2.1-2.3 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution (or any parts 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. Library Contribution

To expend the Library Contribution if any together with any interest accruing thereon only towards additional facilities at East Grinstead 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.

4. Expenditure

- 4.1. If or to the extent the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education 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, upon written request, 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.
- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Sixth Form Education Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1.1, 2.1, 2.2, 2.3 and 3 of this FOURTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or Primary Education Contribution and/or Secondary Education Contribution and/or the Sixth Form Education 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 4.1 hereof.

FIFTH SCHEDULE
BIODIVERSITY NET GAIN

1. Biodiversity Net Gain (On Site)

1.1 THE BNG PLAN

- 1.1.1 The Owner covenants with the District Council that the BNG Plan in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the HMMP and the requirements of the approved details or any variation agreed in writing between the Owner and the District Council from time to time.

**1.2 HABITAT MANAGEMENT AND MONITORING PLAN (HMMP) OF THE ON SITE
BIODIVERSITY AREAS**

The Owner covenants with the District Council:

- 1.2.1 prior to commencement of development to submit for approval, (which approval shall not be unreasonably withheld or delayed) a HMMP Plan prepared by a suitably qualified ecologist which plan shall include:
- a) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
 - b) the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan;
 - c) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development;
 - d) the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and
 - e) details of the content of monitoring reports to be submitted to the LPA including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved.
- 1.2.2 Not to Occupy or permit or allow any Occupation of any Dwellings until the HMMP Plan is approved in writing by the District Council and the costs of £300 for such approval has been paid to the District Council;

- 1.2.3 To maintain, manage and monitor the On-Site Biodiversity Areas in accordance with the approved HMMP for a period of 30 years (the “Covenant Period”) commencing from the date on which the BNG/HMMP Certificate of Practical Completion has been issued (the “Covenant Start Date”).
- 1.2.4 Following the implementation of the initial habitat enhancements set out in the BNG Plan and HMMP the Owner shall serve notice on the District Council inviting it to inspect the On Site Biodiversity Areas and pay to the District Council the inspection costs of £1,000 and the District Council shall issue the BNG Certificate of Practical Completion confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction, and:
- (a) if the District Council chooses to inspect the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the BNG Plan/HMMP , the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
 - (b) upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.2.4(a) and the District Council shall issue a BNG/HMMP Certificate of Practical Completion;

PROVIDED THAT if the District Council fails to inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue a BNG/HMMP Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the BNG/HMMP Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 1.2.4 a) and (b) shall be repeated until such time as the Council issues a BNG/HMMP Certificate of Practical Completion or a BNG/HMMP Certificate of Practical Completion shall be deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a BNG/HMMP Certificate of Practical Completion is deemed to have been issued;

- 1.2.5 To submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 1.2.3 above at the following intervals:
- (a) two-year anniversary of the Covenant Start Date;
 - (b) five-year anniversary of the Covenant Start Date;
 - (c) ten-year anniversary of the Covenant Start Date;
 - (d) fifteen-year anniversary of the Covenant Start Date

- (e) twenty-year anniversary of the Covenant Start Date;
- (f) twenty-five-year anniversary of the Covenant Start Date;
- (g) thirty-year anniversary of the Covenant Start Date

- 1.2.6 That if any monitoring report submitted pursuant to paragraph 1.2.5 above identifies that remedial and/or corrective measures are required to any of the On Site Biodiversity Areas in order to ensure that they meet the standards set out in the approved BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the District Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the District Council shall be deemed to have agreed the timescales proposed by the monitoring report and/or Owner where the District Council has not refused agreement within 20 (twenty) Working Days after the date when the proposed dates were received by the District Council.
- 1.2.7 The Owner may from time to time submit an updated BNG Plan to the District Council for approval and shall pay to the District Council its costs of £300 for each approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated BNG Plan where it has not refused approval within 20 (twenty) Working Days after the date when it was received by the District Council.
- 1.2.8 To pay the District Council the BNG Monitoring Fee prior to the issue of the BNG Certificate of Practical Completion and the District Council shall not be required to issue the BNG Certificate of Practical Completion unless and until it has received the BNG Monitoring Fee.
- 1.2.9 To allow and permit access to the On Site Biodiversity Areas to the District Council and its consultants in order to inspect the On Site Biodiversity Areas to ensure compliance with the BNG Plan and HMMP Plan

The BNG Monitoring Fee

The Owner covenants and undertakes to the Council:

1. to pay to the Council the BNG Monitoring Fee prior to the on or before Commencement of the Development together with any interest or Indexation payable under this Deed; and
2. not to Occupy or cause or allow the Occupation of the Development unless and until the BNG Monitoring Fee has been paid to the Council together with any interest and Indexation payable under this Deed.

APPENDIX 1
DRAFT PLANNING PERMISSION

APPENDIX 2
THE PLAN

APPENDIX 3 PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at: Queensmere House, 49 Queens Road, East Grinstead, West Sussex RH191BG

Agreement dated:

Planning application reference number: DM/25/0388.....

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:	

APPENDIX 4
VIABILITY ASSESSMENT

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

Authorised Officer

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

Authorised Officer

Executed as a Deed by
RH19 ESTATES LIMITED
acting by,
a director
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by
KHK ONE LIMITED
acting by,
a director
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a Deed by

Baruch Stern

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation