MID SUSSEX
DISTRICT COUNCIL

DATED 29th July **2026**

FROM

MATHU HOUSING LIMITED (1)

TO

MID SUSSEX DISTRICT COUNCIL (2)

PLANNING OBLIGATION
BY WAY OF UNILATERAL UNDERTAKING

Pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Relating to land at 30, 30a and 30b Cantelupe Road, East Grinstead
West Sussex RH19 3BJ

DM/25/0351

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

IKEN REF: 8320

THIS DEED is dated the 29th day of July 2026

FROM

(1) **MATHU HOUSING LIMITED** incorporated and registered in England and Wales with company number 14350939 whose registered office is at 25 Ladds Way, Swanley, Kent BR8 8HN **("the Owner")**

TO

(2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS **("the District Council")**

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 Owner has made the Application to carry out the Development.

(D) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for financial contributions 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.

(E) 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.

(F) In the event of the District Council granting Planning Permission for the Development it will be subject to the completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject.

(G) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing.

AGREED TERMS

1. INTERPRETATION

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;
Application	means the application for full planning permission for the Development which was validated by the District Council on 03rd of March 2025 and allocated reference DM/25/0351;
Ashdown Forest SAMM Contribution	means the sum of One Thousand One Hundred and Seventy pounds (£1,170) calculated in accordance with the Joint SAMM Strategy;
Development	means the development of the Land by the conversion of the existing commercial space into a one bed self-contained residential flat, extending the current one bedroom ground floor flat into a two bed unit, the installation of eight (8) rooflights in the rear outbuildings, adding a new door and window on the side elevation and raising the single storey roof to match the existing structure, and the removal of the garage door to provide parking spaces at the front of the property as set out in the Application and authorised by the Planning Permission;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28th March 2018;
Habitats Regulations	means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);
Joint SAMM Strategy	means the Joint Strategic Access Management and Monitoring Strategy approved by the District Council and dated 19th March 2020 or any successor strategy;
Land	means the land against which this Deed may be enforced known as 30, 30a and 30b Cantelupe Road, East Grinstead, West Sussex RH19 3BJ which is registered at HM Land Registry under title number SX114769 and is shown for identification purposes only edged red on the Plan;

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;
SANG	means the Suitable Alternative Natural Greenspace to be provided within Mid Sussex in accordance with the SANG Strategy;
SANG Contribution	means the sum of Five Thousand Two Hundred and Fifty Three pounds (£5,253) calculated in accordance with the SANG Strategy;
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;
SPA	means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;

1.2. Clause 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 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. STATUTORY PROVISIONS

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 covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind their interests in the Land and their respective successors and assigns.

2.3. The covenants, restrictions and obligations contained in this Deed are enforceable by the District 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 ten (10) Working Days before the Commencement Date;

4.2. To pay to the District Council the Ashdown Forest SAMM Contribution upon completion of this Deed;

4.3. Not to Commence the Development unless and until the Ashdown Forest SAMM Contribution has been paid to the District Council.

4.4. To pay to the District Council the SANG Contribution upon completion of this Deed

4.5. Not to Commence the Development unless and until the SANG Contribution has been paid to the District Council.

5. 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.

6. LOCAL LAND CHARGE

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

7. THE DISTRICT COUNCIL'S COSTS

The Owner shall pay to the District Council on or before the date of this Deed:

7.1. the District Council's reasonable legal costs of Four Thousand pounds (£4,000) together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed; and

7.2. the sum of £300 as a contribution towards the District Council's costs of monitoring the implementation of this Deed and for the avoidance of doubt the costs referred to in this clause 7 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.

8. OWNERSHIP

8.1. The Owner agrees to give the District 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.

9. NO FETTER OF DISCRETION

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

10. WAIVER

No failure or delay by the District 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.

11. AGREEMENTS AND DECLARATIONS

The Owner agrees that:

11.1. Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;

11.2. This Unilateral Undertaking constitutes a Deed;

11.3. 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;

11.4. 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);

11.5. 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;

11.6. 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"):

11.6.1. 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

11.6.2. 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

11.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:

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

11.6.4. 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.

11.7. 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 acknowledges that this Deed does not confer on the Owner proprietary rights or interest of any kind.

11.8. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.

12. NOTICES

12.1. 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.

12.2. 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 4.00pm 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; or

(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.

13. 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.

14. 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.

15. GOVERNING LAW

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

In witness whereof the parties hereto have duly executed this Deed on the day and the year first before written

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:

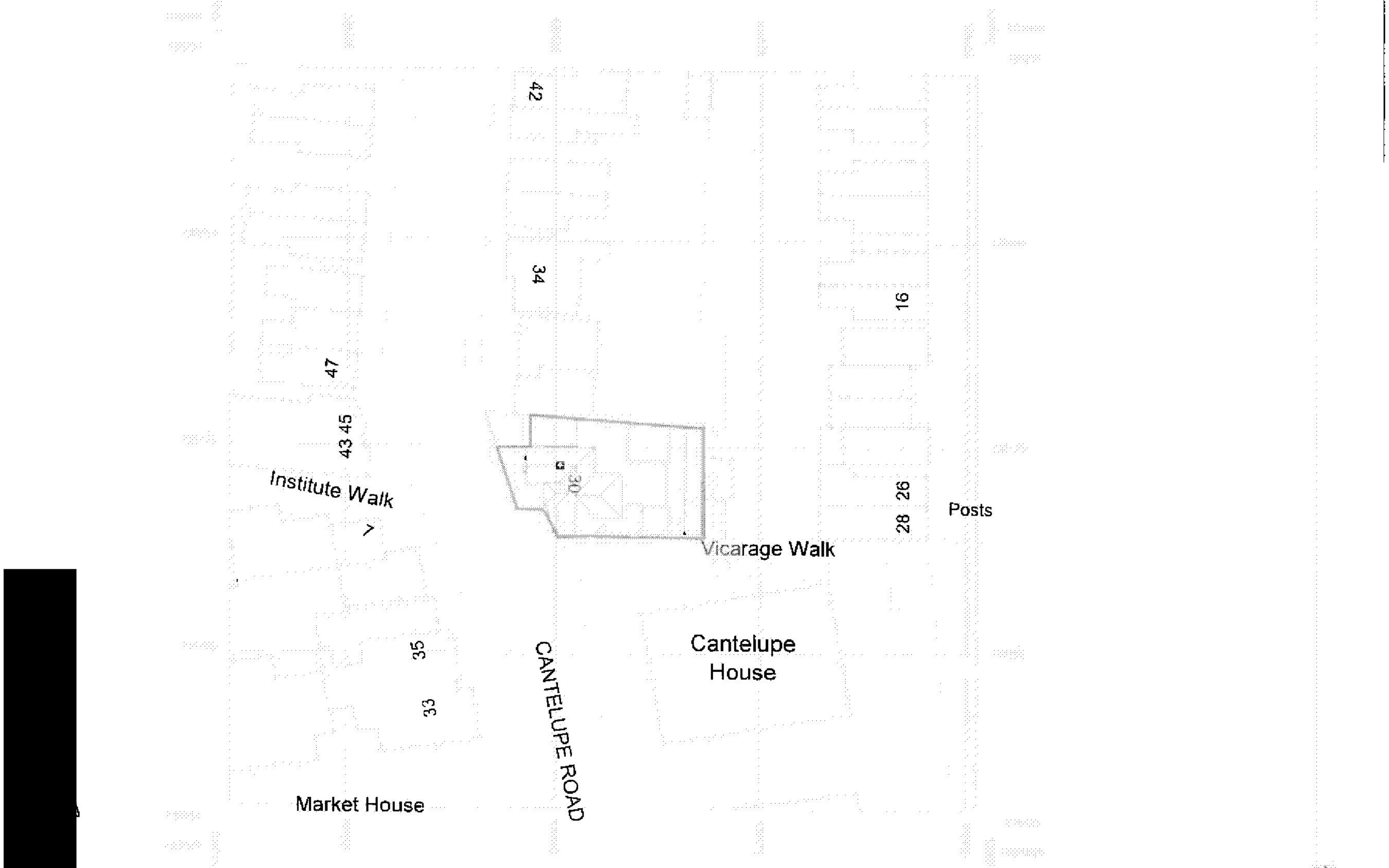
Development at: 30, 30a and 30b Cantelupe Road, East Grinstead, West Sussex RH19 3BJ

Undertaking dated: .....

Planning application reference number: DM/25/0351

Obligation in Undertaking (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:	



Existing Site Plan

1 : 500

No.	Description	Date

30 Cantelupe Rd, East Grinstead RH19 3BJ

Existing Site Plan

Mathu Housing Ltd

PFF kEV

Date

Sheet number PL-30CR-SD102A

File (at A3) 1 : 500

Drawn

Checked by TK

Sanaa Designs

Executed as a Deed by

MATHU HOUSING LIMITED

acting by RAJALINGAM MATHUSAN, [redacted]

Director

in the presence of:-

Signature of witness [redacted]

Name (in BLOCK CAPITALS)

Address

Occupation