DATED 10th September 2025

ELIZABETH NANCY TOMPKINS (1)

and

HORSHAM DISTRICT COUNCIL (2)

and

WEST SUSSEX COUNTY COUNCIL (3)

and

RESIDE HOLDINGS LIMITED (4)

Agreement under Section 106 of The Town & Country Planning Act 1990

relating to Land on the north side of The Rosary, Partridge Green, Horsham

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Application Reference: DC/23/2279

Ref: 39589.15/CMC

39589/15/CMC
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THIS DEED is dated 10th September 2025

BETWEEN:

(1) **ELIZABETH NANCY TOMPKINS** of 7 Belgrave Square, London SW1X 8PH (the "**Owner**");

(2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB f(the "**Council**");

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester PO19 1RQ (the "**County Council**"); and

(4) **RESIDE HOLDINGS LIMITED** (Co. Regn. No. 10268257) of 10 Victoria Road South, Southsea, Hampshire, England, PO5 2DA ("**Reside**").

together the "**Parties**"

BACKGROUND

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated.

(B) The County Council is the local highway authority for West Sussex.

(C) The Owner is the registered proprietor with Title Absolute of the Property which is registered at HM Land Registry under Title Number WSX420064.

(D) Reside holds an option relating to the Property by virtue of an option agreement dated 21 February 2017 and made between (1) the Owner and (2) Reside.

(E) Reside Developments Limited made the Planning Application (reference number DC/23/2279) and on 10 March 2025 at its planning committee the Council resolved to grant the Planning Permission, subject to conditions and the obligations in this Deed.

(F) This Deed is intended to create planning obligations for the purposes of Section 106 of the Act.

(G) The Owner and (where relevant) Reside) are willing to enter into and be bound by the relevant obligations and be subject to the relevant restrictions in this Deed on the terms set out herein.

(H) Unless otherwise stated in this Deed for specific covenants given by the Owner the Parties are satisfied that the planning obligations are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to such Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

In this Deed:

1.1 Words importing the masculine include the feminine and vice versa;

1.2 Words importing the singular include the plural and vice versa;

1.3 Words importing persons include companies and corporations and vice versa;

1.4 Any reference to a clause or schedule or plan is to a clause schedule or plan in to or attached to this Deed;

1.5 Any reference to a colour or letter is to a colour or letter on the plan attached to this Deed;

1.6 Subject to the provision of this Deed wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforce against them jointly or individually.

1.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it;

1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council or County Council the successors to their functions as local planning authority, local housing authority and local highway authority;

1.9 The headings are for reference only and shall not affect construction; and

1.10 Where any approval, agreement, consent, confirmation, or expression of satisfaction is required under the terms of this Deed, such approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

2. DEFINITIONS

It is hereby agreed between the parties set out in this Deed that the following expressions have the following meanings:

"Act"	means the Town and Country Planning Act 1990 as amended;
"BCIS Index"	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors (if such Index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may specify;
"Certificate of Practical Completion"	a certificate issued by the Council confirming that all works to which the certificate relates are practically complete in accordance with the relevant specification as required;
"Commencement of Development"	means the carrying out of a material operation as defined in Section 56(4) of the Act which is not a Preparatory Operation and **"Commencement" "Commenced"** and **"Commences"** shall be construed accordingly;
"Commencement Date"	means the date on which the Commencement of the Development occurs;

"Commencement Notice"	means the written notice confirming the Commencement Date referred to in clause 6.1.1 and served in accordance with clause 6.3;
"Council Monitoring Fee"	means the sum of £1,600 (One Thousand Six Hundred Pounds) for the Council's costs of monitoring the obligations to the Council in this Deed;
"County Council's Monitoring Fee"	means the sum of £1,560 (One Thousand Five Hundred and Sixty Pounds) Index Linked for the County Council's costs of monitoring the obligations to the County Council in this Deed;
"Deed"	means this deed of agreement;
"Development"	the development of the Property as described in the Planning Application;
"Dwelling"	means a residential dwelling forming part of the Development and **"Dwellings"** shall be construed accordingly;
"Index Linked"	means an increase in the contributions payable under this Deed to be calculated in accordance with clause 8 of this Deed;
"Interest"	means interest at the rate of 4% above the Bank of England base rate applicable at the Specified Date calculated on a day-to-day basis;
"LEAP"	means the local equipped area of play located at the Property as shown indicatively only with an asterisk on Plan 3 which shall include: a) a minimum size of the activity zone (may be fenced off area containing the play equipment) of 400 square metres; b) at least five types of play equipment that is suitable for children aged between 4 and 12; c) seating for accompanying adults (2 park benches) and 2 litter bins; d) activity zone to be surrounded by a buffer zone sufficient to allow a minimum distance of 20 metres between the edge of the activity zone and the boundary of the nearest Dwelling; and e) shall comply with the relevant British Standards and be well drained with grass and/or hard

surfaced playing space combined with the safer surfacing;

"LEAP Specification" means the specification provided for the Development for the LEAP or any parts thereof, and to be submitted pursuant to the Planning Permission, to be laid out and maintained in accordance with this Deed which may include information related to any of the following as appropriate:

1. plans (including for the final location of the LEAP), details, soft and hard specifications and a timetable for provision of the LEAP;
2. plans defining areas or parcels of land to be transferred to the Management Company or the Council (as applicable);
3. details of the layout, landscaping and planting including planting schedule;
4. details of the surface treatment (grass/hard/linked surface paths/impact safety absorbing surfaces);
5. details of any earthworks, excavations, construction, drainage;
6. details of any fencing or materials and a plan showing coordination of underground services;
7. type and size of play equipment and details of any fencing or materials used to define boundaries, including gates;
8. play schedule to include details and type of any seating and type and age of play provision targeted, dimensions of equipment, suppliers and product reference of play equipment;
9. street furniture schedule to include but not limited to seating, litter bins and lighting if required; and
10. signage (type and location);

"Management Company Structure Scheme" means a scheme that addresses the following in relation to the Management Company;

a) details of the proposed constitution of the Management Company which shall be a private company limited by shares or guarantee;

b) proposed banking arrangements for the Management Company;

c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Managed Land managed by the Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing;

d) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Managed Land from the Management Company to another Management Company or third party (including details of how and when such transfer and step in mechanism shall be triggered and settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer);

"Managed Land" means the Open Amenity Space and the LEAP which is provided for in the Development and which will be managed by the Management Company in accordance with Schedule 4 of this Deed and the Management Plan (but excluding any areas which have been or are to be adopted by the relevant highway or drainage authorities pursuant to an adoption agreement);

"Management Company" means a limited company or company limited by guarantee (or companies) established or appointed by the Owner (as the case may be) to carry out the long term management and maintenance of the Managed Land and to be managed by it in accordance with the provisions of Schedules 3 and 4 (as appropriate) to this Deed and:

whose objectives shall include:

a) setting the level of charges for funding the running of the Management Company or its obligations under this Agreement in connection with the Managed Land and collecting such charges;

b) ensuring that the level of any charges levied against any Affordable Housing shall not materially affect the ability of these Affordable Housing Units to remain as Affordable Housing, but this will not prevent the charges being levied at all, nor a full

charge being levied if the Affordable Housing ceases to be Affordable Housing;

c) ensuring accountability to occupiers of the Dwellings, and

whose constitution will facilitate:

a) the Owner retaining control of the Management Company until such time it relinquishes that control to the shareholders; and

b) this includes any/all subsequent body/bodies that take on this responsibility;

"Management Plan" means a detailed written scheme for the on-going maintenance of the Managed Land which shall include the following:

a) a plan showing the boundaries of the Managed Land (such plan may be amended from time to time as the boundaries of the Managed Land change);

b) demonstrate full integration of landscape, biodiversity and arboriculture considerations;

c) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities;

d) implementation of restrictive accessibility to protect the areas of natural structural vegetation on the Development;

e) frequency of maintenance;

f) measures to replace any trees shrubs or turf which may die or become diseased and shrubs/planting or turf/ wildflower meadows following implementation of the Management Plan;

g) standard of maintenance and repair to be achieved and maintained;

h) how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of maintenance costs of the Managed Land;

i) details of the proposed Management Company; and

j) the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to residents of Dwellings and members of the public entering the Managed Land and in the event of any change in the point of contact to notify the Council in writing within 7 days of the date of such change;

"Occupation"	means occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and **"Occupy"** and **"Occupied"** and **"Occupier"** shall be construed accordingly;
"Occupation Date"	means the date on which the first Dwelling is Occupied;
"Occupation Notice"	means the written notice confirming the Occupation Date referred to in clause 6.1.2 and served in accordance with clause 6.3;
"Open Amenity Space"	means land comprising a minimum of 0.9 hectares of existing and proposed areas of informal amenity green space, retained trees and public shared space within the area indicatively shown shaded green on Plan 3 (such area to be confirmed in the relevant Reserved Matters Application) to be provided or maintained as part of the Development and which shall include appropriate provision of space for young people and children to be built to the standards as set out in the Council's Open Space, Sport & Recreation Review June 2021 (or equivalent standards in any revised document or equivalent standards as subsequently amended) and which for the avoidance of doubt does not include the LEAP;
"Open Amenity Space Maintenance Sum"	means the sum of £380,000 (three hundred and eighty thousand pounds) Index Linked for the Council's costs for maintaining the Open Amenity Space and which FOR THE AVOIDANCE OF DOUBT is only payable in the event that the Open Amenity Space and LEAP is transferred to the Council pursuant to paragraph 1.4.1.1 of Schedule 3);
"Open Market Units"	means all those Dwellings to be constructed as part of the Development that are not delivered as Affordable Housing;
"Plan 1"	means the site plan attached to this Deed at Schedule 6 showing the Property;

"Plan 2"	means the plan attached to this Deed at Schedule 6 showing (indicatively only) the public right of way no. 1840 the extent of public right of way which will benefit from the PROW Improvements;
"Plan 3"	means the plan attached to this Deed at Schedule 6 showing the Open Amenity Space and, for indicative purposes only, the LEAP;
"Planning Application"	means the outline application for planning permission registered by the Council under reference number DC/23/2279 for the erection of up to 81 new dwellings and associated public open space, landscaping, vehicular access, drainage and highways infrastructure works with all matters reserved except access;
"Planning Permission"	means planning permission for the Development granted pursuant to the Planning Application;
"Practical Completion"	means practical completion of the Development or any part of it (as applicable) as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner and the "Date of Practical Completion" shall mean the date of practical completion given in such certificate and "Practically Complete" shall be construed accordingly;
"Preparatory Operation"	means an operation or item of work of or connected with or ancillary to: (a) archaeological investigation; (b) exploratory boreholes and trial pits; (c) survey of existing structures; (d) demolition; (e) site clearance (including associated temporary works) and/or site preparation including the removal of trees if applicable; (f) site reclamation and site remediation works; (g) diversion decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media or utilities;

(h) the erection of fences hoardings and scaffolding;

(i) construction of temporary construction access;

(j) other works and site establishment preparatory to the commencement of construction including ecological works and temporary extinguishment; and

(k) closure of public rights affecting the Property and operations permitted by the Town and Country Planning (General Permitted Development) England Order 2015;

"Property" means the freehold land on the north side of The Rosary, Partridge Green, Horsham shown edged red on Plan 1, being part of the land registered at HM Land Registry with absolute title under title number WSX420064;

"PROW Consents" means all statutory and third party permissions, consents, approvals, leases, licences, easements or any other agreements under Section 278 of the Highways Act 1980 or other appropriate statutory permissions required to be obtained by the Owner from relevant stakeholders to enable it to deliver the PROW Improvements;

"PROW Contribution" means the sum of £8,000 (eight thousand pounds) Index Linked to be paid to the County Council for the County Council to deliver the PROW Improvements;

"PROW Improvements" means surface and drainage improvements to approximately 160m of public footpath 1840 shown between points A and B on Plan 2 the cost of which shall not exceed the value of the PROW Contribution;

"Reasonable Endeavours" means that a party has exerted itself to perform an obligation in a manner which:

(a) a reasonable and prudent person would do;

(b) demonstrates that it has taken serious and detailed consideration of its contractual commitment pursuant to this Deed;

(c) has utilised such methods as are likely to achieve the desired result taking into account its own commercial interests and statutory duties; and

(d) includes a maximum of three attempts to fulfil the obligation according to what is reasonable in the circumstances, in the interests and statutory duties of all parties to fulfil the relevant obligations (unless it can be demonstrated that there are no reasonable alternatives despite discussions between the parties);

"Reserved Matters Applications"	means the submissions for approval made to the Council in respect of each of the reserved matters pursuant to the Planning Permission and "Reserved Matters Application" shall be construed accordingly;
"Section 73 Consent"	means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to Section 73 of the Act was granted;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Travel Plan"	means a travel plan to include initiatives to promote sustainable modes of transport and to be submitted and approved pursuant to the Planning Permission;
"Travel Plan Auditing Fee"	means the sum of £3,815 (Three Thousand Eight Hundred and Fifteen Pounds) Index Linked for the County Council's costs of auditing the Travel Plan for the Development;
"Travel Plan Co-ordinator"	means the person appointed by the Owner responsible for securing the implementation of the Travel Plan for the Development;
"Working Day"	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

3. ENABLING PROVISIONS

3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, and Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The planning obligations in this Deed are entered into by the Owner on the basis that, subject to clauses 4 and 10.13 they shall be enforceable by the Council against the Owner for the time being of the Property or against its successor in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Property or any part or parts thereof as if that person had also been an originating covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person.

4. CONDITIONS PRECEDENT

4.1 This Deed shall come into effect upon the date hereof but the provisions in the Schedules 1-5 shall only take effect upon the later of:

4.1.1 the granting of Planning Permission; or

4.1.2 the Commencement of Development.

5. COVENANTS

5.1 The Owner covenants with the Council and the County Council to fully comply with and to perform the obligations on the part of the Owner expressly contained herein and in the Schedules of this Deed in accordance with the requirements and timescales contained therein.

5.2 The Council covenants with the Owner to:

5.2.1 Use all sums the Council receives from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid and upon receipt of a written request from the payer and payment of its reasonable administrative fees provide details of expenditure and/or committed payments under the terms of this Deed where reasonably requested by the payer; and

5.2.2 Pay upon receipt of a written request from the payer to the payer a sum equal to the amount of any payment made by the payer to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within five (5) years of the date of receipt by the Council of such payment together with any interest that has accrued on such unexpended and/or uncommitted sum/s from the date of receipt to the date of payment the Council having first deducted its reasonable administrative fees.

5.3 The County Council covenants with the Owner to:

5.3.1 use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid and provide details of expenditure under the terms of this Deed where reasonably requested by the Owner; and

5.3.2 pay to the Owner a sum equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within five (5) years of the date of receipt by the County Council of such payment together with any interest that has accrued on such unexpended sum from the date of receipt to the date of payment.

6. NOTICES

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

6.1.1 to give the Commencement Notice to the Council and the County Council not less than 14 (fourteen) Working Days before the anticipated Commencement Date; and

6.1.2 to give the Occupation Notice to the Council and the County Council not less than 14 (fourteen) Working Days before the anticipated Occupation Date.

6.2 If the Owner fails to give the notice required by clause 6.1.1 and clause 6.1.2 above then the Council and the County Council shall be entitled in their absolute discretion to determine the Commencement Date and/or the Occupation Date and may give notice to the Owner of the Council and the County Council's determination.

6.3 Any notice certificate or other communication required or permitted to be given hereunder shall be given in writing to the relevant party at the relevant address referred to above or such other address as may be notified in writing to the other party and must be served personally or by registered or recorded delivery post and

6.3.1 in the case of the Council or the Owner shall address any notice to the Head of Legal and Democratic Services of the Council; and

6.3.2 in the case of the County Council the Owner shall address any notice to the Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, P019 IRQ quoting the planning application number.

6.4 Any notice certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered (2) two Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

6.5 Any notice certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided that it is received between 0900 and 1700 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7. INTEREST

7.1 The Owner covenants with the Council and the County Council to pay the Interest on sums due to the Council and/or the County Council by the Owner under this Deed but not paid on the Specified Date from (but excluding) the Specified Date until (and including) the actual date of payment.

8. INDEXATION

8.1 All financial contributions payable pursuant to this Deed shall be Index Linked.

8.2 The Owner undertakes to the Council that any sums payable by the Owner under this Deed to the Council shall be increased by the application of the following formula:

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

where

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Deed

C is the BCIS Index for the quarter preceding the Specified Date

D is the BCIS Index for the quarter preceding the date of this Deed.

8.3 The Travel Plan Auditing Fee shall be increased in the same proportion as the percentage increase in the BCIS Index from the date of this Deed and the monthly index figure for the month of the date of the payment becoming due.

8.4 The PROW Contribution shall be increased in the same proportion as the percentage increase in the BCIS Index from the date of the County Council's consultation that being 26th June 2024 and the monthly index figure for the month of the date of the payment becoming due.

8.5 The County Council's Monitoring Fee shall be increased in the same proportion as the percentage increase in the BCIS Index from the date of this Deed and the monthly index figure for the month of the date of the payment becoming due.

8.6 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any comparable index or basis for indexation as the Council and the County Council (as applicable) may specify.

9. COSTS AND COUNCIL AND COUNTY COUNCIL MONITORING CONTRIBUTIONS

9.1 The Owner hereby covenants to pay £8,550 on the date hereof for the Council's reasonable legal costs incurred in connection with the negotiation and completion of this Deed.

9.2 The Owner hereby covenants to pay £2,000 on the date hereof for the reasonable legal costs of the County Council incurred in connection with the negotiation and completion of this Deed.

9.3 The Owner covenants with the Council to pay the Council Monitoring Fee prior to Commencement of Development and shall not Commence Development until the Monitoring Fee has been paid to the Council.

9.4 The Owner covenants with the County Council to pay the County Council's Monitoring Fee prior to Commencement of Development and shall not Commence Development until the County Council Monitoring Fee (Index Linked) has been paid to the County Council.

10. GENERAL

It is hereby agreed and declared that:

10.1 the covenants hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry by the Council for the purposes of the Local Land Charges Act 1975;

10.2 to the extent that they fall within the terms of Section 106 of the Act the obligations contained in clause 5 (5.1 – 5.3) and the Schedules 1-5 hereof are planning obligations for the purposes of Section 106 of the Act;

10.3 this Deed constitutes a deed;

10.4 this Deed is enforceable by the Council and the County Council;

10.5 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999;

10.6 it is hereby agreed by the Owner and Reside that failure by the Council and/or County Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owner or Reside of any of the conditions covenants agreements or obligations of this Deed or any failure or delay by the Council and/or County Council to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council and the County Council to enforce any provision and any variation of this Deed shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendment or amendments;

10.7 if any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired;

10.8 reference to any statute or statutory provisions includes a reference to:-

10.8.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and

10.8.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Deed;

10.9 this Deed shall be governed by and interpreted in accordance with laws of England and the Owner and Reside submit to the exclusive jurisdiction of the Courts of England;

10.10 the obligations and covenants in this Deed (with the exception of clauses 9.1 and 9.2 shall cease to have effect (insofar only as they have not already been complied with) if before the Commencement of Development the Planning Permission:

(a) expires;

(b) is varied or revoked other than at the request of the Owner; or

(c) is quashed following a successful legal challenge,

but will remain in full force and effect so far as any subsisting Section 73 Consent is concerned;

10.11 the obligations and covenants in this Deed shall cease to have effect (insofar only as they have not already been complied with) in so far only as the relevant Section 73 Consent is concerned if before the Commencement of Development the relevant Section 73 Consent:

(a) expires;

(b) is varied or revoked other than at the request of the Owner; or

(c) is quashed following a successful legal challenge,

but will remain in full force and effect so far as the Planning Permission and any other subsisting Section 73 Consent is concerned;

10.12 the Owner (or any person deriving title to the Property from it) shall not be liable for any breach of the covenants, restrictions and obligations set out in this Deed where such breach arises after the Owner has parted with its entire interest in the Property or such part thereof to which such breach relates save in respect of liability for antecedent breach of this Deed;

10.13 the obligations in this Deed shall not be enforceable against:

(a) individual lessees or purchasers and their successors in title including their mortgagees or chargees or successors in title to such mortgagees or chargees occupying or entitled to occupy individual Open Market Units within the Development; or

(b) individual lessees or purchasers and their successors in title including their mortgagees or chargees or successors in title to such mortgagees or chargees occupying or entitled to occupy individual Affordable Housing Units within the Development save in relation to the relevant provisions of Schedule 1, paragraph 3 (occupancy restrictions) which shall bind such persons (subject to Schedule 1, paragraph 4.1); or

(c) any statutory undertaker whose apparatus may be situated within the Property; or

(d) any Affordable Housing Provider and any Affordable Housing Provider Chargee in relation to its interest in the Affordable Housing Units save in relation to the relevant provisions of Schedule 1, paragraph 2 which shall bind such persons (subject to Schedule 1, paragraph 4.1); or

(e) any other mortgagees or chargees of the Property or successors in title to such mortgagees or charges unless the relevant mortgagee or chargee is in possession of all or the relevant part of the Property in which case any such mortgagees or chargees shall be bound by the provisions of this Deed as if it were a person deriving title from the Owner in respect of the Property; or

(f) Reside, unless and until such time as it acquires a legal interest in the Property pursuant to its option agreement;

10.14 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to the covenants in this Deed;

10.15 references to the Property include any part of it;

10.16 "including" means "including without limitation";

10.17 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

10.18 nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or any modification variation or amendment thereof) granted after the date of the Planning Permission;

10.19 subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

(a) the obligations in this Deed (unless otherwise agreed by the Council and the County Council (in respect of relevant obligations where the County Council are the beneficiary)) shall in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind any such Section 73 Consent without the need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 or section 106A of the Act;

(b) the definitions of **"Application"**, **"Development"**, and **"Planning Permission"** shall be construed to include reference to (respectively and as appropriate) the

planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself; and

(c) the Council shall endorse its copy of this Deed with the following words in respect of any Section 73 Consent:-

> *"the Planning Obligations and undertakings in the Deed relate to and bind the Site in respect of which a new planning permission reference [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"*

PROVIDED THAT:

(d) nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

(e) the Council and the County Council (in so far as the County Council are the beneficiary of relevant planning obligations and undertakings) reserve the right to determine the appropriate nature and/or quantum of planning obligations (in so far as they are materially different to those contained in this Deed) and to require the completion of a separate planning obligation that could include obligations and undertakings by deed of agreement or deed of variation in connection with any Section 73 Consent if either or both (acting reasonably) consider it desirable and necessary to do so; and

(f) to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.

11. DISPUTE RESOLUTION

11.1 Should a dispute or difference arise between the Parties hereto concerning anything herein then the provisions of this clause 11 shall apply.

11.2 All differences and disputes which may arise between the Parties hereto concerning this Deed shall:

11.2.1 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; and

11.2.2 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.

11.3 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 11.2.1 or 11.2.2 hereto is applicable.

11.4 Except as aforesaid any expert appointed pursuant to clauses 11.2.1 or 11.2.2 or any other person shall:

11.4.1 on his appointment serve written notice thereof on the parties in dispute;

11.4.2 consider any written representations by or on behalf of those parties which are received by him within twenty Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

11.4.3 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;

11.4.4 have an unfettered discretion to determine the reference to him;

11.4.5 serve notice of his determination as soon as he has made it;

11.4.6 give full and clear reasons for his decision; and

11.4.7 be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his 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 him written notice in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

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

12. CHANGE IN OWNERSHIP

12.1 SAVE FOR dispositions to individual Occupiers of individual Dwellings the Owner covenants with the Council and the County Council to give the Council and the County Council written notice of any change in ownership of any of its interests in the Property 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 Property or unit of occupation purchased by reference to a plan.

13. CANCELLATION OF ENTRIES

13.1 On the written and reasonable request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council or County Council's reasonable costs) the Council or County Council will issue a written confirmation of such performance or discharge.

13.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed shall cease to have effect pursuant to clause 10.10 and clause 10.11 (and if subject to the payment of the Council or County Council's reasonable and proper costs and charges) the Council or County Council will on the written request of the Owner place a note on the local land charges register or cancel all entries made in the local land charges register in respect of this Deed.

14. CHARGEE'S AND MORTGAGEE'S CONSENT/ LIABILITY

14.1 Any future chargee or mortgagee of the Property shall not be liable for any breach of the obligations in this Deed unless committed or continuing at a time when it is in possession of all or any part of the Property in which case it will be bound by the obligations in this Deed as if it were a person deriving title from the Owner.

SCHEDULE 1

OWNER'S RESTRICTIONS AND COVENANTS WITH THE COUNCIL

The Owner covenants with the Council as follows:-

Affordable Housing

DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"Affordable Housing"	affordable housing comprising Affordable Rented Units / Social Rented Housing Units and / or Shared Ownership Units (or such other forms of intermediate tenure as defined as affordable housing under the National Planning Policy Framework as that definition may be amended from time to time) provided to meet the needs of eligible households which are not met by the market, including availability at sufficiently low cost determined with regard to local incomes and local house prices and provision for the home 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;
"Affordable Housing Land"	those parts of the Application Site on which the Affordable Housing Units shall be constructed together with the associated curtilage of each such building and amenity space where relevant, and provided in accordance with the obligations set out in this Agreement;
"Affordable Housing Scheme"	a scheme for the provision of the Affordable Housing Units to be provided by the Owners which shall (as a minimum) provide: a) the type and size of Housing Units to be provided as the Affordable Housing Units; b) a plan showing the location of the Affordable Housing Land and the Affordable Housing Units, appropriately distributed throughout the Development so that, where practical, it is not segregated from the Open Market Units, to ensure inclusive and mixed communities AND identifying which (if any) of the Affordable Housing Units shall be fully wheelchair accessible, their type, size and location within the Development AND such other matters as the Council may require (acting reasonably); **AND** c) such other matters as the Council may require (acting reasonably);
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) or

another Registered Provider of social housing as may be proposed by the Head of Regeneration & Economic Development and approved by the Council;

OR

b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;

"Affordable Housing Tenure Mix"

%	Type
23	1-bed
18	2-bed
41	3-bed
18	4+ bed

or such other mix of Affordable Housing Units as shall be approved in writing by the Council (such approval not to be unreasonably withheld or delayed);

"Affordable Housing Units" Affordable Rented Units / Social Rented Housing Units and/ or Shared Ownership Units (or such other forms of intermediate tenure as defined as affordable housing under the National Planning Policy Framework as that definition may be amended from time to time) forming part of the Development and which are to be transferred to an Affordable Housing Provider as housing for persons in Housing Need in accordance with the provisions of this Agreement unless an alternative tenure mix is required to fulfil the requirements of paragraph 2.8 of this Schedule;

"Affordable Rent" chargeable rent that is subject to the HE's Rent Standard (April 2020) as expanded on by the Rent Standard and Guidance (1 April 2013 – 31 March 2024) and any such document and/or associated guidance may be amended updated or replaced from time to time and is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location and which on initial letting shall be no greater than the Local Housing Allowance;

"Affordable Rented Units" rented housing let by the Affordable Housing Provider to eligible households at Affordable Rent;

"Deed of Nomination Rights" the Council's nomination agreement in the form (or substantially in the form) attached as Annexure 3 to be entered into between the Council and the Affordable Housing Provider to provide the Council with nomination rights in respect of the Affordable / Social Rented Units for the life of the Development;

"Head of Development and Building Control"	the Head of Development and Building Control at the Council or any successor or such other officer as may be designated by the Council for the purposes of discharging their duties and functions from time to time;
"Head of Housing and Communities"	the Council's Head of Housing and Communities or such other officer as may be lawfully designated by the Council for the purposes of discharging his duties and functions;
"Homes England"	the executive non-departmental public body known as Homes England (or any successor body to its functions within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates Registered Providers in England);
"Housing Register and Nominations Policy"	the Council's published scheme of allocations presently contained in its "Housing Register and Nominations Policy (April 2023)" or any amendment, update, variation, or subsequent replacement thereof;
"Housing Need"	a) in relation to the Affordable Rented Units / Social Rented Housing Units the requirement by a person for social housing allocation in accordance with the Housing Register and Nominations Policy; and b) in relation to the Shared Ownership Units the requirement for a person's income to be insufficient to enable them rent or buy housing available locally on the open market determined with regard to local incomes and local house prices;
"Housing Unit"	a unit for residential Occupation to be constructed as part of the Development;
"Local Housing Allowance"	the flat rate rental allowance providing financial assistance towards the housing costs of low-income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it;
"Neighbouring Councils"	councils who share the same housing market within the Council's Strategic Housing Market Assessment;
"Registered Provider"	a registered provider as defined by the Housing and Regeneration Act 2008 and/or registered by Homes England and/or a non-profit making body which is registered with Homes England and/or any other body which is authorised by Homes England to own and manage Affordable Housing;
"Right to Acquire"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1996 (as amended) and Housing (Right to Acquire) Regulations 1997;
"Right to Buy"	the right of a secure tenant to purchase their dwellinghouse as set out in Part V of the Housing Act 1985 (as amended);

"Shared Ownership Lease"	a lease which accords with HE's model form of lease issued from time to time;
"Shared Ownership Unit"	the Affordable Housing Units to be occupied by persons who are in Housing Need whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 10% and not more than 75% and pay rent (excluding service charge) on the remaining percentage share in the Shared Ownership Unit which shall not be more than 3% of the capital value of the unsold equity in that particular individual Shared Ownership Unit at the point of initial sale with flexibility for such a person to purchase further equity shares in that particular Shared Ownership Unit up to 100% or such other equity sharing or retention terms from time to time approved by the Council;
"Social Rent"	a rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime which is the rent policy set out in the Department for Levelling Up, Housing and Communities Policy Statement on Rents for Social Housing and the Regulator of Social Housing Rent Standard (or any other document which may supersede it);
"Social Rented Housing Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and "Social Rented Housing Unit" shall mean any one of them.

The Owners hereby covenant with the Council as follows:

1. GENERAL PROVISIONS

1.1 Prior to Commencement of Development to submit to the Council for its approval the Affordable Housing Scheme and not to Commence Development unless and until the Council has approved the Affordable Housing Scheme in writing.

1.2 Subject to paragraph 4.1 of this Schedule (and the sub-paragraphs thereof), to construct, Practically Complete and deliver the Affordable Housing Units on the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule subject to any amendments agreed in writing by the Council from time to time.

1.3 Not to Occupy or use the Affordable Housing Units for any other purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the other provisions of this Schedule.

1.4 The Owners further covenant that:

1.4.1 the Affordable Rented Units / Social Rented Housing Units shall not be Occupied other than by persons who are in Housing Need on Affordable Rent / Social Rent terms, by way of an assured tenancy complying with the guidance given by HE;

1.4.2 the Shared Ownership Units shall not be Occupied other than by persons who are in Housing Need.

2. PRACTICAL COMPLETION AND TRANSFER OF AFFORDABLE HOUSING UNITS

2.1 Prior to Occupation of 25% of the Open Market Units, to make reasonable endeavours to enter into a binding contract for:

2.1.1 the disposal of the Affordable Housing Land to an Affordable Housing Provider together with a contract requiring the construction of the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme; OR

2.1.2 the transfer to an Affordable Housing Provider of the Affordable Housing Units, fully serviced and in clean condition and the Affordable Housing Land.

2.2 In the event of a transfer taking place pursuant to paragraph 2.1.2, prior to Occupation of 75% of the Open Market Units to:

2.2.1 construct and Practically Complete all the Affordable Housing Units in accordance with the Planning Permission and the Affordable Housing Scheme;

2.2.2 transfer either the freehold title, or a lease for at least 990 years on a full repairing and insuring basis, for the Affordable Housing Units to the Affordable Housing Provider, free from all encumbrances (other than those on the title of the Affordable Housing Land at the date of this Deed) and financial charges;

2.2.3 provide the New Homes Build Warranty for each of the Affordable Housing Units to the Affordable Housing Provider.

2.3 Not to Occupy or allow Occupation of more than 25% of the Open Market Units unless and until the provisions of paragraph 2.1 of this Schedule (including its sub-paragraphs) have been complied with.

2.4 Not to Occupy or allow Occupation of more than 75% of the Open Market Units unless and until the provisions of paragraph 2.2 of this Schedule (including its sub-paragraphs) have been complied with.

2.5 Within any transfer and/or lease of the Affordable Housing Units (or any of them) to the Affordable Housing Provider:

2.5.1 In respect of the Affordable Rented Units / Social Rented Units: to require or procure the execution by the Affordable Housing Provider and delivery to the Council of a Deed of Nomination Rights substantially (but subject to such amendments as may be agreed between the Affordable Housing Provider and the Council) in the form set out in Annexure 1 with the Council's costs to be paid by the Affordable Housing Provider.

2.6 To provide evidence of the transfer of the freehold interest or grant of the leasehold interest of the Affordable Housing Units referred to in Paragraph 2.2.2 of this Schedule to the Head of Housing and Communities within 5 (five) Working Days of completion of the transfer or grant.

2.7 In the event that no agreement for the transfer the Affordable Housing Land or Affordable Housing Units (as required by paragraph 2.1) has been reached at the expiration period

of 6 (six) months from the date of first approach to an Affordable Housing Provider pursuant to paragraph 2.1 above, shall:

2.7.1 serve notice upon the Council confirming that no agreement has been entered into;

2.7.2 submit evidence to the Head of Development and Building Control demonstrating the steps taken and explaining why such an agreement could not be entered into with any Affordable Housing Provider.

2.8 To allow a further period of 3 (three) months from the date of service of the notice referred to in paragraph 2.7.1 of this Schedule in which EITHER to find an Affordable Housing Provider(s) (as required by paragraph 2.1) with the assistance of the Council AND/ OR by agreeing an alternative tenure mix by amendment of the Affordable Housing Scheme.

2.9 Unless otherwise agreed by the Council or directed by HE the Affordable Housing Provider shall use reasonable endeavours to use any proceeds derived from the sale of a Shared Ownership Unit or the proceeds from a Right to Buy or Right to Acquire transaction of an Affordable Rented Unit / Social Rented Housing Unit shall be used by the Affordable Housing Provider to re-invest in Affordable Housing within (in order of priority):

2.9.1 the local authority district of Horsham; then

2.9.2 Neighbouring Councils; then

2.9.3 the County of West Sussex; then

2.9.4 HE's East and South East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent or Social Rent.

3. Miscellaneous Provisions

3.1 Prior to Occupation of the Affordable Housing Units:

3.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required;

3.1.2 all private roads, footways and footpaths (if any) serving the Affordable Housing Units shall be in place and constructed to an adoptable standard; and

3.1.3 all private sewage and drainage pipes, channels and gutters, all mains water and gas pipes and electricity cables (as applicable) serving the Affordable Housing Units shall be constructed, laid, connected, operational and serviceable.

4. Exclusions

4.1 The obligations contained in this Schedule shall neither be binding upon nor enforceable against:

4.1.1 any mortgagee or chargee or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security ("Appointee") or any administrator (howsoever appointed) ("Administrator") including a housing administrator (each a "Receiver") of an Affordable Housing Provider of the whole or any part of the Affordable Housing Land and / or Affordable Housing Provider of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED ALWAYS THAT

4.1.1.1 any power of sale available to any such Appointee Administrator or Receiver shall only be exercised in the event of there being a default of any obligation under the security documentation;

4.1.1.2 such Appointee Administrator or Receiver shall first have notified the Council and the Housing Delivery Manager that it wishes to exercise its statutory power of sale;

4.1.1.3 for a period of 3 (three) clear calendar months from the date of such notification, the Appointee Administrator or Receiver shall use reasonable endeavours to complete a disposal of the relevant Affordable Housing Land and/ or Affordable Dwelling(s) to another Affordable Housing Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest and costs and expenses

PROVIDED THAT and for the avoidance of doubt if such disposal has not been completed within such 3-month period then the Appointee, Administrator or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely

4.1.2 a tenant of an Affordable Rented Unit or Social Rented Housing Unit who has exercised a Right to Acquire;

4.1.3 a tenant of an Affordable Rented Unit or Social Rented Housing Unit who has exercised a Right to Buy;

4.1.4 a Shared Ownership leaseholder who has acquired 100% of the shares in the Shared Ownership Unit; and

4.1.5 any successor in title of any persons detailed in Sub-Paragraphs 4.1.2, 4.1.3 and 4.1.4 (above) or their mortgagee or chargee.

SCHEDULE 2

OWNER'S COVENANTS WITH THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:-

1. Travel Plan Co-ordinator and Travel Plan Auditing Fee

1.1 Prior to first Occupation of the Development to pay the Travel Plan Auditing 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 Auditing Fee to the monitoring of the Travel Plan for the Development.

1.3 Not to Occupy or permit Occupation of the Development unless a Travel Plan Co-ordinator has been appointed and the Owner shall notify the County Council in writing of the name, address and telephone number of the person appointed.

2. Public Right of Way

2.1 To use its Reasonable Endeavours to secure the PROW Consents by submitting an application to the County Council for approval of the PROW Consents necessary to procure the delivery of the PROW Improvements, prior to prior to Commencement of the Development and, subject to the provisions in Schedule 5, to resubmit amended application(s) if required.

2.2 Subject to receiving the PROW Consents prior to Commencement of the Development:

2.2.1 the Owner shall carry out the PROW Improvements prior to Occupation of 25% of the Dwellings; and

2.2.2 the Owner shall not Occupy or permit Occupation of more than 25% of the Dwellings until the PROW Improvements have been completed.

2.3 In the event that the Owner receives the PROW Consents prior to Commencement of the Development, Paragraph 2.4 of this Schedule 2 shall have no further force or effect.

2.4 In the event that the Owner does not receive the PROW Consents prior to Commencement of the Development, despite the Owner having used its Reasonable Endeavours to secure the same:

2.4.1 the Owner shall instead pay the PROW Contribution prior to Occupation of 25% of the Dwellings;

2.4.2 the Owner shall not Occupy or permit Occupation of more than 25% of the Dwellings until the PROW Contribution has been paid to the County Council; and

2.4.3 Paragraphs 2.1 to 2.3 of this Schedule 2 shall have no further force or effect.

SCHEDULE 3

MANAGED LAND

1. The Owner covenants with the Council as follows:

1.1 Not to Commence Development until the Management Plan has been submitted to the Head of Development at the Council for their written approval and such written approval has been provided by the Council;

1.2 Unless otherwise agreed in writing with the Council, not to Occupy or cause or allow the Occupation of more than 75% of the Dwellings within the Development until the Open Amenity Space and the LEAP are ready for use in accordance with the approved Management Plan and the approved Management Plan and the LEAP Specification have been submitted to the Head of Development at the Council together with a post installation report prepared by the Royal Society for the Prevention of Accidents in respect of the LEAP within 5 (five) working days of the date of completion and obtained written confirmation by the Head of Development at the Council to confirm that any approved works undertaken in relation to the provision of the Managed Land have been completed;

1.3 Upon completion of the works as set out in paragraph 1.2 of this Schedule 3 above if in the reasonable opinion of the Head of Development at the Council there are defects in any of the works the Owner covenants to make good any defects in the works;

1.4 Upon receipt of the Council's written confirmation of completion of the approved works under paragraph 1.2 of this Schedule 3 above and in the event that the Owner intends to transfer the Open Amenity Space and the LEAP (such decision to be in the Owner's absolute discretion):

1.4.1 to offer in writing to transfer the Open Amenity Space and the LEAP (or such part thereof as may be the case from time to time) to the Council or the Management Company (as applicable and as decided by the Owner in its absolute discretion) and notifying the Head of Development of the Council in writing that such an offer has been made; and

1.4.1.1 in the event that the Council (or its nominee) agrees to the transfer of the Open Amenity Space and the LEAP to the Council:

(a) to enter into a binding contract for the transfer of the Open Amenity Space and the LEAP (or part thereof) for the sum of £1 (if requested) to be paid to the Owner;

(b) to pay the Open Amenity Space Maintenance Sum to the Council (or its nominee) as soon as reasonably practicable after the transfer; and

(c) the Council (or its nominee) will be required as a successor in title to the Owner to maintain the Open Amenity Space and the LEAP (or part thereof) in perpetuity);

OR

1.4.1.2 in the event that the Management Company agrees to the transfer of the Open Amenity Space and the LEAP to the Management Company:

(a) to enter into a binding contract for the transfer of the Open Amenity Space and the LEAP (or part thereof) for the sum of £1 (if requested) to be paid to the Owner; and

(b) the Management Company will be required as a successor in title to the Owner to maintain the Open Amenity Space and the LEAP (or part thereof) in perpetuity,

PROVIDED ALWAYS that notice of the entering into a contract shall be given to the Council within seven days of entering a contract and a copy of the binding contract shall be sent with such notice to the Council;

1.5 At its expense continue to maintain and insure the Managed Land, including any equipment such as play equipment keeping all trees and vegetation at all times clean cultivated and in good heart fed and watered and shall replace any damaged or dying grass turf trees shrubs and other plants, both for the respective applicable maintenance period and for the period until all the Managed Land are transferred to a Management Company or the Council (as may be applicable);

1.6 Any transfer of the Managed Land (or part thereof) to the Management Company or the Council shall be subject to a covenant to comply with the following that the Managed Land (or part thereof) shall be made available for the use of the general public and shall only be used for the purposes of public open space (and any other purposes pursuant to the Planning Permission) and the LEAP as defined in this Deed and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing children's play facilities or for the maintenance of the Managed Land (or part thereof) or is required to be carried out by a statutory undertaker; and

1.7 That the Managed Land shall be maintained at all times to the reasonable satisfaction of the Council in a clean and safe condition with all grass regularly mown and tree hedges and shrubs kept in good order with any necessary trimming or lopping or replanting in accordance with the Management Plan approved under paragraph 1.1 of this Schedule 3 together with any amendments or details subsequently approved in writing by the Council.

2. The Owner and the Council agree that if the Managed Land (or part thereof) is transferred to the Management Company or the Council the Owner shall be entitled to include in the transfer of the title a requirement that the Management Company shall enter into a direct covenant with the Owner to restrict the use of the land in accordance with the restrictions set out in this Deed.

SCHEDULE 4

MANAGEMENT COMPANY

The Owner covenants with the Council as follows:

1. The Owner shall not Occupy or permit the Occupation of any Dwelling until it has:

1.1 set up the Management Company and submitted details of that Management Company and the Management Company Structure Scheme to the Council for its approval;

1.2 made provision to include in the transfer of the freehold or leasehold sale of each Dwelling a covenant by the purchaser to pay an annual charge as determined by the Management Company for the maintenance of the Managed Land which have been or are to be transferred to the Management Company;

1.3 agreed not to sell or otherwise deal with any Dwelling without imposing a covenant on the purchaser of such Dwelling to pay an annual charge as determined by the Management Company towards the costs incurred in maintaining the parcels of land referred to in paragraph 1.2 of this Schedule 4 above or parts thereof; and

1.4 immediately upon the sale of the first Dwelling to provide the Council with copies of the Articles and Memorandum of Association of the Management Company and a copy of the transfer relating to the Dwelling including the covenants referred to in paragraph 1.2 of this Schedule 4 above.

2. Where any Managed Land is to be managed and maintained by the Management Company in accordance with the terms of Schedule 3 and this Schedule 4, the Owner will:

2.1 prior to the first Occupation of any Dwelling on the Development submit for approval to the Council, and gain approval from the Council to, the Management Company Structure Scheme; and

2.2 on approval of the Management Company Structure Scheme will establish the Management Company in accordance with the approved Management Company Structure Scheme and such Management Company shall be established prior to the date of issue of the first Certificate of Practical Completion in respect of any Managed Land.

SCHEDULE 5

APPROVAL OF PROW CONSENT APPLICATIONS

The County Council covenants with the Owner as follows:

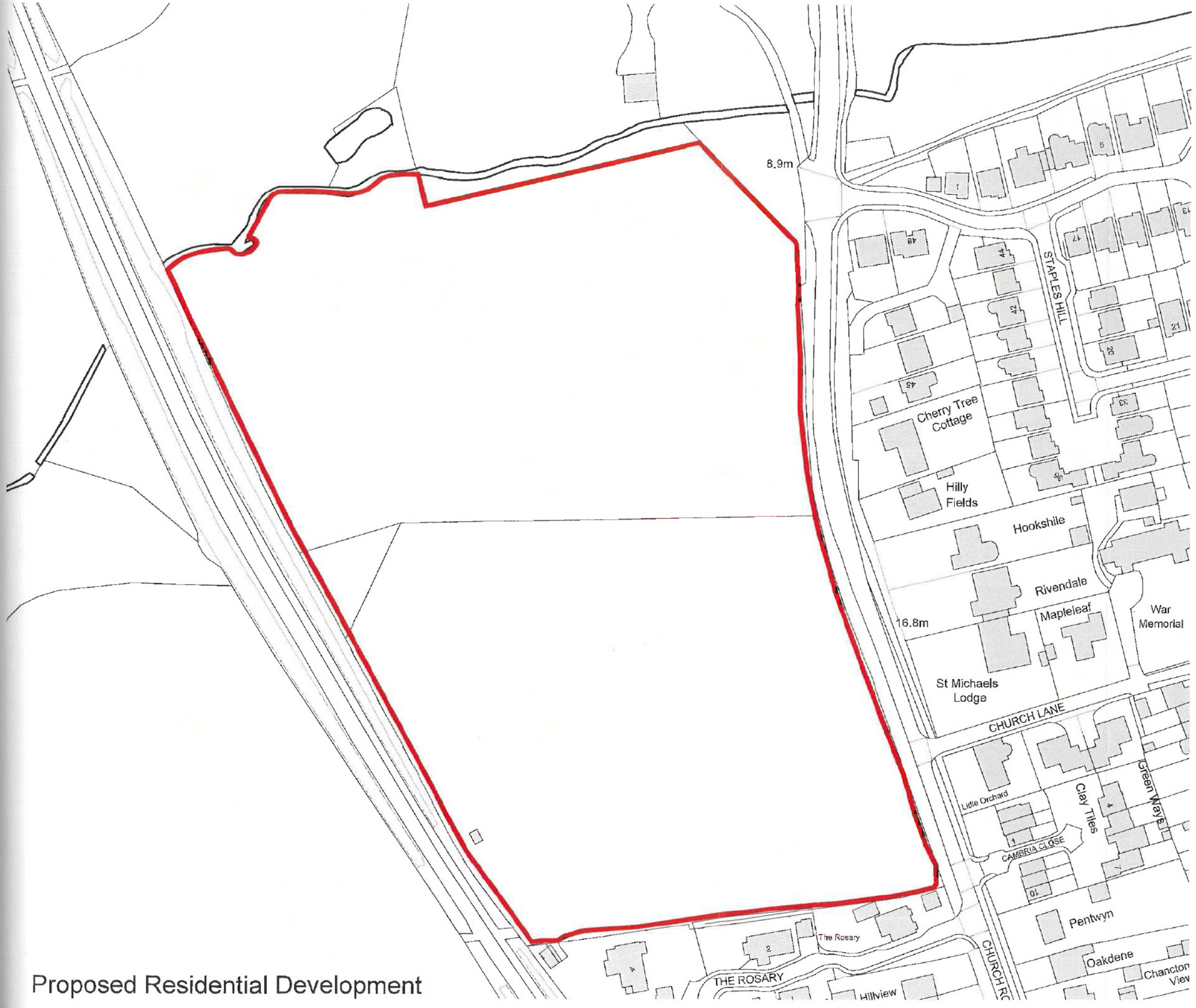
1. Upon receipt of an application for the PROW Consents to review and reply to the Owner within 28 days with approval of the scheme of works necessary to implement the PROW Improvements or with suggested amendments to the scheme of works for the PROW Improvements; and

2. Not to unreasonably refuse or delay any approval of any application for the PROW Consents.

SCHEDULE 6

PLANS

1. Plan 1
2. Plan 2
3. Plan 3



Proposed Residential Development

NOTES:

Do Not Scale.

Report all discrepanc

Verify all dimensions
or preparing shop drawi

All materials, components
relevant British Standards
manufacturers recommendat

For all specialist work, see relevant dr

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Registration number OC335948

[redacted]

Rev	Date	Description
B	14/11/2024	Red Line Amendments
C	15/11/2024	Red Line Amend to match title

Project Title

Reside Holdings Ltd

Proposed Residential Development
Land at Church Road
Partridge Green
Horsham
West Sussex [redacted]

Drawing Description [redacted]

Plan 1 [redacted]

Site Location Boundary

Scale	Drawn by
1:1250 @ A3	AS
Date	Checked by
November 2024	CSS

CLAGUE ARCHITECTS

62 Burgate, Canterbury
Kent CT1 2BH [redacted]
01227 762060

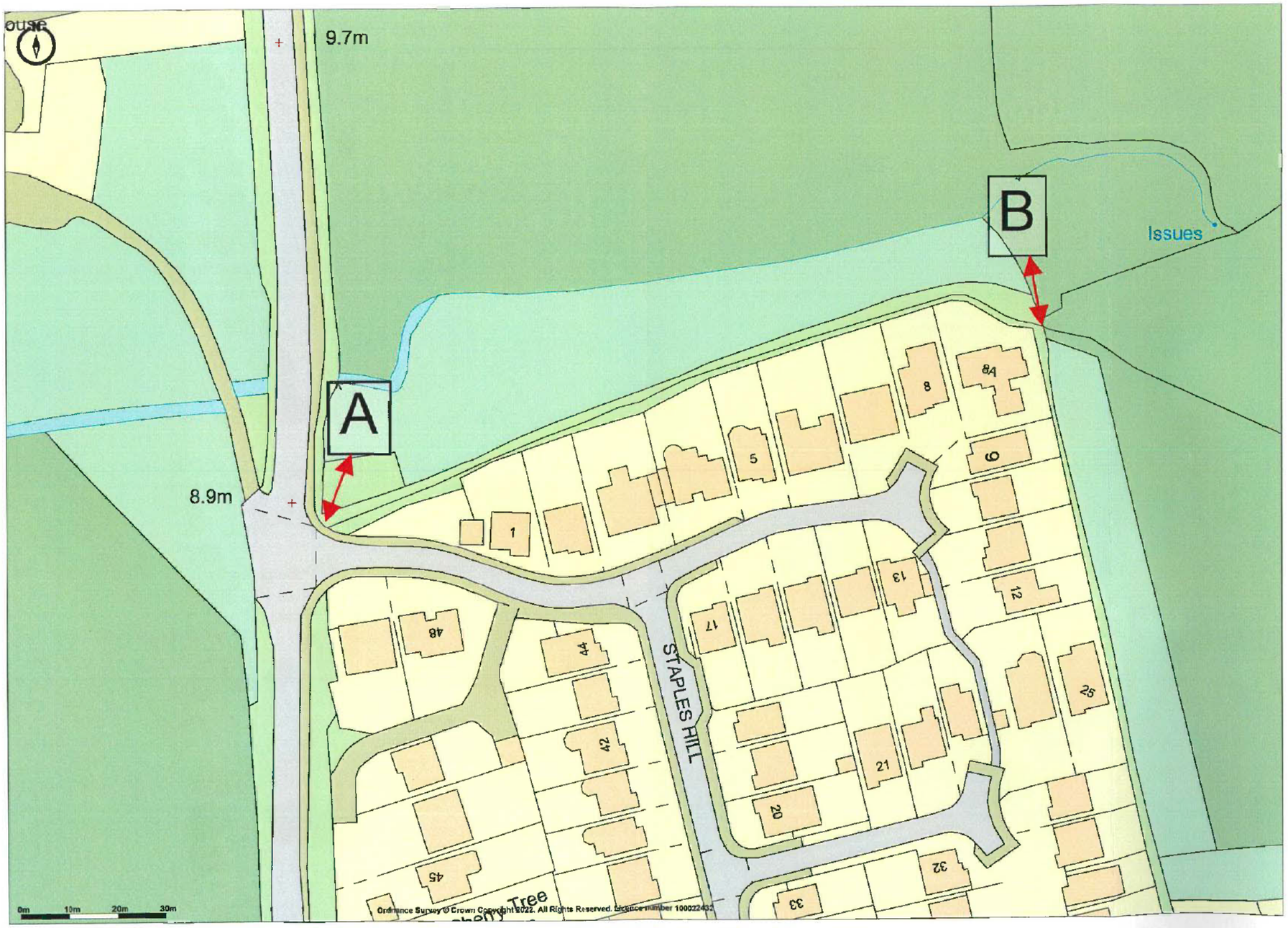
1 Kinabourne Court, Luton Road,
Harpenden, Hertfordshire AL5 3BL
01582 765102

6, Disney Street
London SE1 1JF
0203 597 6110

CANTERBURY LONDON HARPENDEN

Drawing Number	Revision
29644A/10	C

Plan 2



Promap
LANDMARK INFORMATION

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Licence number 100022432
Plotted Scale - 1:1250. Paper Size - A4

[redacted]

[redacted]

[redacted]

r. reside

8.9m

STAPLES HILL

48

44

42

45

17

Cherry Tree Cottage

Hilly Fields

Hookshile

Rivendale

Mapleleaf

16.8m

St Michaels Lodge

CHURCH LANE

Little Orchard

Clay Tiles

CAMBRIA CLOSE

The Rosary

0 20m 40m
1:500

NOTES:

Do Not Scale.

Report all discrepancies, errors and omissions.

Verify all dimensions on site before commencing any work on site or preparing shop drawings.

All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers recommendations that from time to time shall apply.

For all specialist work, see relevant drawings.

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Rev	Date	Description
A	07/11/2024	First Issue
B	12/11/2024	Red Line Amendments
C	14/11/2024	Annotations Updated
D	15/11/2024	Amended to match 6ft
E	16/04/2025	Amended to include asterisk
F	23/04/2025	Layout amended & flood overlay added
G	29/04/2025	Layout amended
H	29/05/2025	Green wedge added
J	08/07/2025	Pump station moved
K	16/07/2025	Pump station enlargement made
L	21/07/2025	Annotations Updated

[redacted]

[redacted]

[redacted]

[redacted]

Land at Ch
Partridge Gree
Horsham
West Sussex

3402/3/14/5/2025

Drawing Details

Plan 3

[redacted]

Scale	Drawn by
1:500 @ A1	AC
Date	Checked by
July 2025	CSS

[redacted]

CLAGUE ARCHITECTS

32 Burgate, Canterbury
Kent CT1 2BH 01227 762060

1 Kimbolton Court, Luton Road
Harpenden, Hertfordshire AL5 3BN.

9 Disney Street
London SE1 1JF 0203 597 6113

CANTERBURY LONDON HARPENDEN

Drawing Number	Revision
29644A/25	L

ANNEXURE 1

DEED OF NOMINATION RIGHTS

[AFFORDABLE HOUSING PROVIDER]

and

HORSHAM DISTRICT COUNCIL

DEED OF NOMINATION RIGHTS

for

[ ] Affordable Housing – Rented Units

at

[ ] West Sussex

Authority: Signed and Dated S106 [ ]

Lauren Kelly

Head of Legal and Democratic Services

Horsham Council

Albery House

Springfield Road

Horsham

West Sussex

RH12 2GB

Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 202X

BETWEEN:

(1) [ ] ("the Affordable Housing Provider"); and

(2) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("the Council")

1. DEFINITIONS

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

"Affordable Housing"	subsidised housing provided to eligible households whose needs are not met by the market and which should meet the needs of eligible households, including availability at a cost low enough for them to afford, determined with regard to local incomes and local house prices and shall include provision for the home 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. and for the purposes of this deed comprises the Rented Units;
"Affordable Housing Land"	the land upon which the Rented Units are constructed [address of property] shown edged red on the plan at Schedule 1 of this Deed;
"Affordable Housing Provider"	either one or a combination of: a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council's approved list (as may be amended from time to time) OR another registered provider of social housing as may be proposed by the Head of Housing and Communities and approved by the Council; OR b) an unregistered provider of social housing approved by the Council, or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing;
"Exempted Void	a Void occurring when the Council transfers a tenant to more suitable accommodation to meet the tenant's needs;
"Homes England"	the executive non-departmental public body called Homes England, sponsored by the Department for Levelling Up, Housing and Communities or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or redefined by any amendment replacement or re-enactment of such Act;
"Housing Register and	the Council's Housing Register and Nominations Policy dated April 2023 (and which may be updated from time to time):

Nominations Policy"	https://www.horsham.gov.uk/__data/assets/pdf_file/0009/128727/Housing-Register-Nominations-Policy-S-23.pdf or other document which may replace it;
"Initial Let"	the first tenancy or lease of a newly constructed and previously unoccupied Rented Unit and **"Initial Let"** shall mean any one of them;
"Local Connection"	in relation to an individual, that such individual: a) immediately before taking up occupation of a Rented Unit had his only or principal home in the parish of [XXX] for a continuous period of not less than two years; or b) a member of his household has a parent, child, adult child, brother or sister whose only or principal home is and has been for a continuous period of not less than 2 (two) years in the parish of [XXX] and he wishes to be near that relative; or c) is and has been permanently employed in the parish of [XXX] for a continuous period of not less than 2 (two) years provided that where no person or insufficient persons can be identified as having a connection with the parish of XXX as outlined above then the District of Horsham shall be substituted for the parish of [XXX.];
"Nominee"	a person who may be nominated by the Council to the Rented Units and who is in need of Affordable Housing, who is not easily able to compete in the local housing market and who meets the following criteria: a) is an individual or are individuals; b) is considered in their reasonable opinion by the Council or the Affordable Housing Provider in accordance with its rules or its allocations and lettings policies to be in need of the accommodation provided by the Affordable Housing Unit; c) is not able easily to compete in the open market for equivalent housing accommodation in the administrative area of the Council; d) before taking up occupation of the Affordable Housing Unit has not owned a freehold or a lease for a term exceeding 3 years within the previous 12 months (save that the condition shall not apply where the Council or the Affordable Housing Provider is satisfied that the circumstances of that person are such as to put him in need of housing) and intends to occupy and subsequently occupies the Affordable Housing Unit as his/her only or principal home; e) is an individual who meets the criteria of the Council's Housing Register and Nominations Policy; f) has a Local Connection. and **"Nominee"** and **"Nominees"** shall be construed accordingly;

"Rented Units"	the housing units constructed or to be constructed on the Affordable Housing Land to be made available by an Affordable Housing Provider as low cost rented accommodation (as defined by s.69 Housing and Regeneration Act 2008) subject to a Tenancy Agreement.
"S106 Agreement"	the agreement relating to the Application Site and dated [....] and made between (1) [ ] and (2) Horsham District Council and any subsequent supplemental agreements varying it thereafter;
"Social Rent"	rent in accordance in accordance with the Regulator for Social Housing's Tenancy Standard (April 2012) as may be amended updated or replaced from time to time at a rent not higher than the national rent regime amount.
"Social Rented Units"	Affordable Housing Units that will be let to persons in housing need at a Social Rent and **"Social Rented Unit"** shall mean any one of them.
"Tenancy Agreement"	an assured tenancy agreement in a form prepared by the Affordable Housing Provider and containing terms which accord with the form of tenancy agreement being used by the Affordable Housing Provider from time to time for its general lettings or such other form of tenancy as the Affordable Housing Provider specifies (acting reasonably;
"Vacancy Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 5 (five) weeks of this Deed, to be given by the Affordable Housing Provider to the Council in respect of any Affordable Housing Unit on the Affordable Housing Land to notify the Council that the construction and fitting out of that Affordable Housing Unit is complete;
"Void"	an Affordable Housing Unit which is vacant because the tenant has vacated it;
"Void Notice"	a written notice, the form of which is to be agreed between the Affordable Housing Provider and the Council within 8 (eight) weeks of the date of this Deed, to be given by the Affordable Housing Provider to the Council to notify it that a Void is now available for re-letting;
"Void Notification"	the notification to the Council by the Affordable Housing Provider that an Affordable Housing Unit is to become a Void with such notification to include the anticipated period that the Affordable Housing Unit will remain as a Void;
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. INTERPRETATION

2.1. Clause headings shall not affect the interpretation of this Deed.

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

2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.4. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

2.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

2.7. 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.

2.8. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

2.9. A reference to writing or written excludes faxes and e-mail.

2.10. A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated from time to time.

2.11. References to clauses are to the clauses of this Deed.

2.12. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.13. When calculating percentages for the purposes of this Deed percentage in excess of 0.5 shall be rounded up and percentages equal to or less than 0.5 shall be rounded down.

3. ENABLING PROVISIONS

3.1. This Agreement is made pursuant to s.111 of the Local Government Act 1972, s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. NOMINATION PROCEDURE FOR RENTED UNITS

4.1. The parties agree that the following nomination procedures shall apply to the nomination of persons in respect of the Rented Units:

Initial Lets

4.2. The Affordable Housing Provider shall give the Council not less than 8 (eight) weeks' written notice of the date when an Initial Let will be ready for occupation.

4.3. The Affordable Housing Provider shall serve a Vacancy Notice on the Council in respect of an Initial Let not less than 2 (two) weeks prior to it becoming available for occupation.

Nomination procedures

4.4. The Council shall within 10 (ten) Working Days of receipt of a Vacancy Notice, Void Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3, serve on the Affordable Housing Provider details of a Nominee, which shall:

4.4.1. specify the type of Rented Unit which the Nominee requires and sufficient details of the Nominee's requirements and circumstances to justify their nomination to the particular Rented Unit or type of Rented Unit; and

4.4.2. include any other details that the Affordable Housing Provider may reasonably require from time to time.

4.5. Within 10 (ten) Working Days of the receipt of the details of a Nominee, the Affordable Housing Provider shall use its reasonable endeavours to arrange a viewing of the Affordable Housing Unit and make an offer of a Tenancy Agreement to the Nominee ("an Offer").

Failure to let

4.6. If the Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of the Affordable Housing Provider's Offer, that Nominee shall be deemed to have rejected the Affordable Housing Provider's Offer.

Notices

4.7. The Affordable Housing Provider shall give notice in writing to the Council within 5 (five) Working Days of the occurrence of a Nominee:

4.7.1. failing to view an Affordable Housing Unit within 10 (ten) Working Days of an Offer being made;

4.7.2. failing to accept an Offer within 10 (ten) Working Days of it being made;

4.7.3. being rejected by Affordable Housing Provider in accordance with clause 4.13 and in such cases, the notice shall explain the reasons for the rejection;

4.7.4. accepting an Offer from the Affordable Housing Provider.

4.8. On receipt of a written notice served in accordance with clause 4.7.1, 4.7.2 or 4.7.3, the Council shall serve details of a further Nominee on the Affordable Housing Provider and the parties shall repeat the procedures set out in clauses 4.4 – 4.7 except that:

4.8.1. the 10 (ten) Working Day period referred to in clauses 4.4 – 4 7 shall be reduced to 5 (five) Working Days.

4.8.2. the procedures set out in clauses 4.4 – 4.7 shall only be repeated twice.

4.9. In the event that:

4.9.1. a third Nominee fails to enter into a Tenancy Agreement within 10 (ten) Working Days of receipt of an Offer; or

4.9.2. the Council fails to serve details of a Nominee within 10 (ten) Working Days of receipt of a Vacancy Notice or written notice served in accordance with clauses 4.7.1, 4.7.2 or 4.7.3. then, unless clause 4.10 applies

the Affordable Housing Provider shall have the right to make the Initial Let in respect of the Rented Unit to person of its own choosing (subject to the provisions within the S106 Agreement and clause 4.13).

4.10. If the Council fails to serve details of a Nominee on the Affordable Housing Provider in accordance with clause 4.4 because it does not have suitable Nominee, it shall inform the Affordable Housing Provider within 10 (ten) Working Days and serve details of a suitable Nominee as soon as reasonably practicable thereafter and in any event within 20 (twenty) Working Days of the date of receipt of the notice.

Voids and reletting

4.11. If a Rented Unit becomes a Void after the Initial Let or the Affordable Housing Provider has reasonable cause to believe it will become a Void:

4.11.1. the Affordable Housing Provider shall serve a Void Notification in respect of that Rented Unit within 5 (five) Working Days of it becoming a Void;

4.11.2. the Affordable Housing Provider shall serve a Void Notice on the Council in respect of that Rented Unit as soon as it is available for re-letting;

4.11.3. the parties shall follow the nomination procedures set out in clauses 4.4 to 4.7. and clauses 4.8 and 4.9 shall apply

unless the Void is an Exempted Void, in which case clause 4.12 shall apply.

Exempted Voids

4.12. Where the Void is an Exempted Void:

4.12.1. if fewer than 75% of the total number of Rented Units have been let, the parties shall follow the procedures set out in clauses 4.4 – 4.7. and clauses 4.8 and 4.9 shall apply;

4.12.2. if 75% of the Voids (which for the avoidance of doubt means 75% of the total number of Affordable Housing Units) have been let, the Affordable Housing Provider shall not be required to follow the procedures set down in clauses 4.4 – 4.7 and the Affordable Housing Provider shall then be entitled to let the remaining 25% of the Voids (which for the avoidance of doubt means 25% of the total number of Affordable Housing Units) to persons of its own choosing (subject to the provisions within the S106 Agreement).

Rejecting Nominees

4.13. The Affordable Housing Provider shall have the right to interview and make enquiries about each Nominee and to reject any Nominee if in the opinion of the Affordable Housing Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Affordable Housing Provider's registered rules or its letting criteria and if an Affordable Housing Provider rejects a Nominee in accordance with this clause,

the Affordable Housing Provider must serve written notice on the Council in accordance with clause 4.7.3.

4.14. Where the Affordable Housing Provider intends to reject a Nominee in accordance with clause 4.13 and it serves notice of this on the Council in accordance with clause 4.7.3, the Council shall:

4.14.1. within 5 (five) Working Days of receipt of the said notice be entitled to send the Affordable Housing Provider written representations setting out the reason(s) why the Nominee does meet the Affordable Housing Provider's registered rules or its lettings criteria; and

4.14.2. within 5 (five) Working Days of receipt of the Council's written representations, the Affordable Housing Provider shall consider the written representations and will notify the Council in writing that the Nominee has been accepted or that they have not, giving the reasons for their decision.

4.15. The Council and the Affordable Housing Provider agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

5. NOTICES

5.1. Any notice served in accordance with this Deed must be in writing and:

5.1.1. delivered by hand; or

5.1.2. sent by pre-paid first class post or next working day delivery service.

5.2. Any notice to be given under this Deed must be sent to the relevant party at the address indicated above or such other address notified by one party to the other and addressed, in the case of the Council to Head of Housing and Communities and, in the case of the Affordable Housing Provider [xxx].

5.3. Any notice given in accordance with clause 5 will be deemed to have been received:

5.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address 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 9.00 am on the next Working Day; or

5.3.2. if sent by pre-paid first class post or next working day delivery service, at 9.00am on the second Working Day after posting.

5.4. Any notice given in accordance with this clause 5 will be deemed to have been received:

6. TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS

6.1. The Affordable Housing Provider shall ensure that any Affordable Housing Provider to which the Affordable Housing Land and Affordable Housing erected thereon are transferred otherwise than by direction of the Homes England under its statutory powers shall enter into a similar agreement with the Council.

7. DISPUTES

7.1. Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8. COSTS

8.1. The Affordable Housing Provider agrees with the Council to pay the reasonable and proper legal costs of £[ ] which the Council incurs in preparing and entering into this Deed.

9. AGREEMENTS AND DECLARATIONS

The parties agree:

9.1. nothing in this Deed fetters or restricts the exercise by the Council of any of its powers;

9.2. the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

10. DISCREPANCIES AND PRIORITY

10.1. Where there is any discrepancy between this Deed and the s106 Agreement the S106 Agreement shall take priority.

11. EXCLUSION CLAUSE

11.1. The provisions of this Deed shall not be binding nor enforceable against any of the following:

11.1.1. Any person who shall exercise a statutory right to buy (including the preserved right to buy) or right to acquire any Rented Unit and their successor in title, mortgagee or chargee;

11.1.2. Any mortgagee or chargee of the Rented Units or any receiver (including an administrative receiver) or manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator provided that such party so appointed shall have first complied with the procedure in clause [xx] Schedule [xx] of the S106 Agreement; and

11.1.3. Any and all successors in title from the persons specified in clauses 11.1 – 11.2 above.

Execution clause for the

Affordable Housing Provider

The common seal of

HORSHAM DISTRICT COUNCIL

was affixed in the presence of:

Authorised signatory

Nomination Agreement – Schedule 1

The Plan

Nomination Agreement Schedule 2

Rented Unit Details

[Details to depend on the scheme but will typically include address/plot number, type of property (flat/house), no. bedrooms, no. persons property will accommodate, type of tenure (usually affordable rent), location (ground, first floor etc), any other relevant details such as accessibility details, wet rooms etc]

SCHEDULE XX

DEED OF NOMINATION RIGHTS

Schedule of Tenure

The Rented Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE XX

DEED OF NOMINATION RIGHTS

Schedule of Tenure

The Shared Ownership Units

Plot	Tenure	Beds	Address	Type	Floor Level

SCHEDULE XX

DEED OF NOMINATION RIGHTS

Specimen Tenancy Agreement

[To be provided by the Affordable Provider]

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

EXECUTED AS A DEED by
ELIZABETH NANCY TOMPKINS

.....
Signature

In the presence of:

.....
Witness signature

Witness name: .....

Witness address: 8 HOLE CLOSE
HORSHAM RH13 3HW

Witness occupation: ACCOUNTANT

SEALED WITH THE COMMON SEAL OF

HORSHAM DISTRICT COUNCIL

In the presence of:

Authorised officer:

18116 x4

SEALED WITH THE COMMON SEAL OF

WEST SUSSEX COUNTY COUNCIL

In the presence of:

Authorised officer: [redacted]



Executed as a deed by **RESIDE HOLDINGS LIMITED**)

)

acting by)

[redacted]

Director

Print name: [redacted]

Director/Company Secretary

Print name: [redacted]