

Dated:

2026

MIRANDA JOY MALLET
and
PENELOPE ANN SMITH
and
A D WALTER LIMITED
and
GLADMAN DEVELOPMENTS LIMITED
to
THE COUNCIL OF THE BOROUGH OF HAVANT
and
HAMPSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING
pursuant to Section 106 of the Town and Country
Planning Act 1990 and other powers relating to
land off St Mary's Road, Hayling Island

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

Ref: HBC-105632

BY:

- (1) **MIRANDA JOY MALLETT** of [REDACTED] ("the First Owner")
- (2) **PENELOPE ANN SMITH** of [REDACTED] ("the Second Owner")
- (3) **A D WALTER LIMITED (Co. Regn. No. 3341567)** of [REDACTED] ("the Third Owner")
- (4) **GLADMAN DEVELOPMENTS LIMITED (Co. Regn. No. 3341567)** of [REDACTED] ("the Promoter")

TO:

- (5) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant PO9 2AX ("the Borough Council")
- (5) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ("the County Council")

RECITALS

- A The Borough Council and the County Council are the local planning authorities for the purposes of section 106 of the Act for the area in which the Land and Refuge Site are situated.
- B The County Council is the local highway authority (save in respect of trunk roads and special roads) for the purposes of the 1980 Act for the area in which the Land and the Refuge Site are situated.
- C The First Owner and Second Owner (together "The Owner") are the freehold owners of the Land registered with title absolute at the Land Registry under Title Numbers HP464073, SH45879 and SH47285.
- D The Third Owner is the freehold owner of the Refuge Site registered with title absolute at the Land Registry under Title Number SH7154.
- E The First Owner the Second Owner and the Promoter have entered into the Promotion Agreement.
- F The Third Owner and the Promoter have entered into the Option Agreement.
- G The Promoter submitted the Application to the Borough Council which was not determined by the Borough Council.
- H The Promoter has submitted the Appeal.
- I The Owner and the Third Owner have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and give this Undertaking with a view to the obligations becoming binding on the Land and the obligations set out in Schedule Seven becoming binding on the Refuge Site and enforceable by the Borough Council and the County Council against the Owner and their successors in title to the Land and against the Third Owner and its successors in title to the Refuge Site.
- J The parties are satisfied that the provisions of this Deed complies with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and, accordingly, the planning obligations contained in this Deed are necessary to make the Development

acceptable in planning terms, are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In addition to the definitions set out below, a series of specific definitions are included in each of the Schedules to this Deed giving further defined terms and expressions to facilitate interpretation.
- 1.2 In this Deed the following expressions shall have the meanings indicated:

"1980 Act"	the Highways Act 1980
"Act"	the Town and Country Planning Act 1990 (as amended)
"Appeal"	the appeal against the Borough Council's non-determination of the Application submitted to the Planning Inspectorate and given the reference 6004299
"Application"	The application for development of up to 300 dwellings (including affordable housing). The proposal includes provision for structural planting and landscaping; informal public open space; children's play areas; sustainable drainage system (SuDS); a new vehicular access from St Mary's Road; and associated ancillary works; and the demolition of an existing agricultural building. All matters reserved except for means of vehicular access. Accompanied by an Environmental Statement, allocated reference number APP/21/01434
"Borough Council's Legal Costs"	the Borough Council's legal costs in connection with the preparation and completion of this Deed
"Borough Council's Monitoring Charge"	£15,157(fifteen thousand one hundred and fifty seven pounds) towards the monitoring by the Borough Council of compliance with the obligations in this Deed
"Commence"	the carrying out of a "material operation" (as defined in section 56(4) of the Act) in connection with the Development save that for the purposes of this Deed and for no other purpose; operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the carrying out of the Site Access Works as referred to in Schedule One shall not be included (and "Commencement" and "Commenced" shall be construed accordingly)
"Completed"	Practically complete save for minor snagging items such that it is reasonably fit for occupation (and "Complete" and "Completion" shall be construed accordingly)

"Contributions"	Any one or number of the financial contributions required to be made pursuant to this Deed (including, for the avoidance of doubt the Borough Council's Monitoring Charge and the County Council's Monitoring Charge) each of which shall be Index Linked
"County Council's Development Control Preparation Fee"	The sum of £5,000 incurred by the County Council's transport planning officers in connection with the preparation, execution, and completion of this Deed
"County Council's Legal Costs"	The County Council's legal costs in connection with the preparation and completion of this Deed
"County Council's Monitoring Charge"	The sum of £4,760 towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this Deed and in discharging its statutory reporting obligations
"Deed"	This undertaking made by deed
"Development"	The development of the Land in accordance with the Permission
"Director"	the Director of Hampshire 2050 and/or Universal Services at the County Council or their appointed representative for the time being or successor
"Enabling Powers"	section 111 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers which may be relevant for the purpose of giving validity to or facilitating the enforcement of the obligations created by this Deed
"Head of Legal Services"	the Deputy Director for Legal Services and Monitoring Officer at the County Council or their appointed representative for the time being or successor
"Index Linked"	(a) For the purposes of the Borough Council adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure (b) For the purposes of the County Council increased in accordance with the following formula: Amount Payable = the payment specified in this Deed x (A/B) where: A = the last figure published for the Inflationary Index that applied immediately preceding the date that payment was received. B= the last figure published for the Inflationary Index that applied immediately prior to the date of this Deed

“Inflationary Index”	(a) For the purposes of the Bird Aware Monitoring Fee and the Bird Aware Solent Revised Strategy Contribution, the Retail Prices Index all items excluding mortgage interest payments (RPIX) issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation (b) For all other purposes where the Contributions are payable to the Borough Council, the Consumer Prices Index issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation (c) For the purposes where the Contributions are payable to the County Council the ‘All Items’ Index of Retail Prices (RPI) published by the Office for National Statistics or amendment/replacement thereof or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the County Council shall reasonably nominate
“Interest”	Interest at 4 per cent above the base lending rate of the Barclays Bank Plc (calculated on a daily basis from the date on which it fell due until the actual date of payment)
“Land”	The land known as land off St Mary’s Road, Hayling Island shown for identification purposes only edged with a red line on Plan 1
“Occupation”	Occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly
“Option Agreement”	an option to purchase the Refuge Site made between the Third Owner (1) and the Promoter (2) dated 25 January 2023
“Permission”	Any outline planning permission subject to conditions in respect of the Application which is granted by the Secretary of State pursuant to the Appeal
“Plan 1”	the plan annexed hereto at Appendix 1 numbered 2017-133/101 Rev A
“Plan 2”	the plan annexed hereto at Appendix 2 numbered CSA/4956/104
“Plan 3”	the plan annexed hereto at Appendix 8 numbered 2017-133-102

“Promotion Agreement”	the planning promotion agreement made between the Owner and the Promoter and dated 23 December 2016 together with supplemental agreements dated 23 December 2024 and 22 December 2025
“Refuge Site 1”	Land known as land at West Lane, Hayling Island shown for identification purposes only edged with a red line on Plan 2
“Refuge Site 2”	Land known as land at West Lane, Hayling Island shown for identification purposes only edged with a red line on Plan 3
“Reserved Matters”	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015
“Reserved Matters Approval”	the Reserved Matters approval or approvals which are obtained in respect of the Planning Permission PROVIDED THAT where more than one reserved matters approval is obtained in respect of the Development for the purposes of calculating the liability for the contributions comprising planning obligations in this Deed it shall mean the reserved matters approval in respect of which development is commenced for the purposes of Section 56(4) of the Act
“Residential Units”	Individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include Affordable Housing Units (as defined in Schedule Two), houses and flats as appropriate)
“Secretary of State”	The Secretary of State for Housing, Communities and Local Government from time to time or successor body responsible for the government’s Town and Country Planning functions or any Planning Inspector appointed by them
“Statutory Undertakers”	Organisations licensed by the government which include (but not limited to) all utilities electricity, gas, water, telephone, cable telephone and television and other telecommunication companies
“Working Day(s)”	Any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all words shall be construed interchangeable in that manner.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 Any reference to a statute shall include any modification, extension or re-enactment of that statute for the time being in force and shall include all instruments, orders, plans regulations,

permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council and the County Council the successors to their respective statutory functions.
- 2.6 References to "the parties" shall mean the parties to this Deed and reference to a "party" shall mean any one of the parties.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.9 Obligations not to do something under this Deed shall be deemed to be obligations not to permit or suffer such thing to be done and obligations on a party to do an act or activity (or similar) include an obligation to procure that such act or activity is done.
- 2.10 Any number of Residential Units which are set in this Deed by reference to a percentage shall be rounded up or down to the nearest whole number of units (on the basis that if the part number produced is 0.5 or higher it is rounded up and in any other case it is rounded down).
- 2.11 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly.
- 2.12 References to "in writing" shall exclude email.
- 2.13 References to the Land and the Refuge Site include any part of it.
- 2.14 The parties agree that the schedules and appendices to this Deed form part of it and are incorporated as if the same had been set out in full in the main body of the document except that where there is any conflict between the terms of this Deed and the content of the Appendices the terms of this Deed will prevail.
- 2.15 References to the County Council's agreement, consent, approval or expression of satisfaction shall mean the written agreement, consent, approval or expression of satisfaction (as applicable) of the County Council pursuant to this Deed and such agreement, consent, approval or expression of satisfaction shall be in addition to and not in substitution for any other permission that may be necessary.

3 STATUTORY AUTHORITY

- 3.1 This Deed is given pursuant to section 106 of the Act and the Enabling Powers.
- 3.2 The covenants, undertakings, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Borough Council and County Council as local planning authorities against the Owner, their successors in title and any person deriving title in the Land or any part of it from the Owner and in relation to the obligations at Schedule Seven against the Third Owner, its successors in title and any person deriving title in the Refuge Site or any part of it from the Third Owner.

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

4 EFFECT OF THE UNDERTAKING

- 4.1 This Deed shall take effect on date of this Deed save for clause 5 and the provisions in the Schedules to this Deed which shall take effect on the Commencement of Development (other than those obligations which expressly require compliance prior to the Commencement of Development or which expressly prevent Commencement of Development unless something is complied with which shall take effect on the date of the grant of the Permission).

5 THE OWNER'S UNDERTAKINGS

- 5.1 The Owner hereby undertakes to the Borough Council and the County Council that they will observe and perform the undertakings contained in Schedule One.
- 5.2 The Owner hereby undertakes to the Borough Council that they will observe and perform the undertakings contained in Schedules Two to Seven (inclusive).
- 5.3 The Third Owner hereby undertakes to the Borough Council that they will observe and perform the undertakings contained in Schedule Seven.

6 RELEASE AND LAPSE

- 6.1 The Owner shall not be liable for a breach of any of their obligations under this Deed (save for antecedent breaches) after they shall have parted with all of their respective interests in the Land.
- 6.2 The Third Owner shall not be liable for a breach of any of its obligations under this Deed (save for antecedent breaches) after it shall have parted with the whole of its interest in the Refuge Site.
- 6.3 This Deed shall lapse and be of no further effect if prior to the Commencement of Development:
- 6.3.1 the Permission lapses; or
 - 6.3.2 the Permission shall be varied or revoked other than with the consent of the Owner and the Third Owner; or
 - 6.3.3 the Permission is quashed following a successful legal challenge.
- 6.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land or the Refuge Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.5 The obligations in this Deed will not be enforceable against:
- 6.5.1 the individual owners or occupiers or mortgagees of any Residential Units constructed on the Land pursuant to the Permission nor anyone deriving title from such owners, occupiers or mortgagees nor against anyone whose only interest in the Land or the Refuge Site is in the nature of the benefit of an easement or covenant SAVE FOR restrictions on Occupation; or

6.5.2 a Statutory Undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated or is to be situated) by the Owner to that Statutory Undertaker.

6.6 The undertakings and obligations on the part of the Owner and the Third Owner in this Deed shall not apply and shall not be enforceable by the Borough Council or the County Council if the Secretary of State in the decision letter granting the Permission states explicitly that such obligations, or any of them, fail to meet the statutory tests set out in regulation 122 of the Community Infrastructure Levy Regulations 2010 PROVIDED THAT if any obligations are determined by the decision maker to fail to meet the statutory tests it shall not affect the lawfulness of the balance of the covenants and obligations in this Deed which continue in full force and effect and to be enforceable.

7 LOCAL LAND CHARGE

7.1 This Deed is a local land charge and may be registered as such by the Borough Council.

7.2 Upon the full compliance with any terms of this Deed the Owner may request that the Borough Council procure that this is noted in the register of local land charges relating to it as soon as reasonably practicable having first provided written confirmation from the County Council that the obligations in this Deed enforceable by the County Council have been discharged.

8 NO FETTER ON DISCRETION OR WAIVER

8.1 Nothing contained or implied in this Deed shall prejudice or affect the rights remedies discretions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8.2 No waiver (whether express or implied) by the Borough Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 UNDERTAKINGS AS TO TITLE

9.1 The Owner hereby undertakes to the Borough Council and the County Council that no person other than the First Owner and the Second Owner has any interest in the Land for the purposes of section 106 of the Act.

9.2 The Third Owner hereby undertakes to the Borough Council and the County Council that no person other than the Third Owner and the Promoter has any interest in the Refuge Site for the purposes of section 106 of the Act.

10 SEVERABILITY

10.1 It is agreed that if any part of this Deed shall be declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect.

11 THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COSTS

- 11.1 The Promoter hereby undertakes to the Borough Council that it will on or before the date of this Deed pay to the Borough Council the Borough Council's Legal Costs.
- 11.2 The Owner hereby undertakes to the Borough Council that it will pay to the Borough Council the Borough Council's Monitoring Charge before the Commencement of Development and not to Commence Development unless the Borough Council's Monitoring Charge has been paid to the Borough Council.
- 11.3 The Promoter hereby undertakes to the County Council that it will on or before the date of this Deed pay the County Council's Legal Costs.
- 11.4 The Promoter hereby undertakes to the County Council that it will pay to the County Council the County Council's Monitoring Charge within 14 Working Days of the grant of the Permission.
- 11.5 The Promoter hereby undertakes to the County Council that it will on or before the date of this Deed pay to the County Council the County Council's Development Control Preparation Fee.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 12.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and for the avoidance of doubt the terms of this Deed may be varied by Deed between the parties and the County Council and/or the Borough Council without the consent of any such third party.

13 NOTIFICATION OF COMMENCEMENT/OCCUPATION

- 13.1 The Owner undertakes to the Borough Council and the County Council that they/it will:
- 13.1.1 notify the Borough Council and the County Council in writing of the date of Commencement of the Development within five Working Days of it occurring;
 - 13.1.2 notify the Borough Council and the County Council in writing of the date of Occupation for the first time of any part of the Development within five Working Days of it occurring; and
 - 13.1.3 notify the Borough Council and the County Council of the Commencement of Development pursuant to each Reserved Matters Approval within five Working Days of it occurring;
 - 13.1.4 notify the Borough Council of the date of Occupation of 50% (fifty percent) and 75% (seventy five percent) of the Open Market Units within five Working Days of it occurring;
 - 13.1.5 notify the Borough Council of the date of Occupation of 75% (seventy five percent) and 95% (ninety five percent) of the Residential Units within five Working Days of it occurring; and
 - 13.1.6 pay to the Borough Council and the County Council as applicable upon written demand its reasonable fees for additional monitoring caused by the Owner's non-compliance with clauses 13.1.1 - 13.1.5 above.

14 NOTICES

- 14.1 Any notices required to be served by one party on another under this Deed shall be served by First Class prepaid post or by email in the following manner:

- 14.1.1 on the Borough Council at the address shown above or by email to cil@havant.gov.uk marked "for the attention of the Executive Head of Place" and bearing the reference "s106-APP/21/01434- land off St Marys Road, Hayling Island
- 14.1.2 on the County Council at the address as detailed above for the attention of the Deputy Director for Legal Services (with legal reference "EDOC/0267" or to such person at such address as they shall notify in writing to the parties;
- 14.1.3 on the Owner at the address as detailed above or as notified by the Owner in writing to the Borough Council and the County Council;
- 14.1.4 on the Third Owner at the address as detailed above or as notified by the Third Owner in writing to the Borough Council and the County Council; and
- 14.1.5 on the Promoter at the address as detailed above or as notified by the Promoter in writing to the Borough Council and the County Council.

15 INDEX LINKING

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

16 PAYMENT OF THE CONTRIBUTIONS

- 16.1 The Contributions shall be payable to the Borough Council and the County Council by either:
 - 16.1.1 cheque made payable to the Council of the Borough of Havant or Hampshire County Council as appropriate;
 - 16.1.2 by BACS or telegraphic transfer.
- 16.2 All payments must state the Application reference number and the address to which this Deed relates.
- 16.3 Payment by cheque shall be sent to the Borough Council and the County Council in accordance with the details set out in clause 15.1 identifying the obligation to which the payment relates.

17 INTEREST ON LATE PAYMENTS

- 18.1 Any amount due from the Owner or the Promoter under this Deed which is not paid on the date payment is due shall be payable with Interest from the date payment is due until the date of receipt of payment.

18 CONSENT OF THE PROMOTER AND MORTGAGEE CLAUSE

- 18.1 The Promoter hereby consents to this Deed being entered into and to the obligations becoming binding on the Land notwithstanding any registration by or on behalf of the Promoter to protect its interest (if any) in the Land.
- 18.2 The Promoter hereby consents to this Deed being entered into and to the obligations becoming binding on the Refuge Site notwithstanding any registration by or on behalf of the Promoter to protect its interest in the Refuge Site.

- 18.3 Notwithstanding clause 3.2, no obligation in this Deed shall be binding on or enforceable against any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or the Refuge Site (as applicable) or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or the Refuge Site (as applicable) or part thereof to which such obligation relates.

19 NOTIFICATION OF SUCCESSORS IN TITLE

- 19.1 The Owner, the Third Owner and the Promoter undertake to the Borough Council and the County Council that they will give written notice to the Borough Council and the County Council of any change of ownership of the Land or the Refuge Site (as applicable) within five (5) Working Days of the date of such change if at such time the obligations contained within this Deed have not fully been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or the Refuge Site (as applicable) or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not be applicable to the disposal of individual Residential Units to individual purchasers.

20 SPEND IN ADVANCE

- 20.1 If prior to the receipt of any Contributions the County Council incurs any expenditure in providing the infrastructure or facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the County Council may immediately following receipt of such Contribution deduct there from a sum equivalent to such expenditure incurred.
- 20.2 Any amount deducted by the County Council pursuant to clause 20.1 shall be and remain the property of the County Council and shall not be bound by the terms of this Deed and the County Council shall not be the subject of any requirement to repay or account for that amount or pay any interest in respect of the same.

21 VAT

- 21.1 All works undertaken and consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable and the Owner and/or the Third Owner (as applicable) shall if value added tax becomes due pay to the Borough Council or the County Council any value added tax properly payable on any sums paid to the Borough Council or to the County Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner and/or the Third Owner (as applicable).

22 JURISDICTION

- 22.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

- 22.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or any document supplemental to it or their subject matter or formation.

23 DELIVERY

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

SCHEDULE ONE

TRANSPORT OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Framework Travel Plan"	the framework travel plan November 2025 and attached to this Deed at Appendix 3
"Highway Works"	the works to improve pedestrian and cycle access in the vicinity of the Land as shown in principle on drawings P21033-AT-002B, P21033-AT-003B, P21033-AT-004B attached to this Deed at Appendix 4
"Highway Works Agreement"	an agreement or agreements with the County Council under either or both of Sections 38 and 278 of the Highways Act 1980 for the Highway Works and the Site Access Works
"Highway Works Completion Certificate Standard"	the completion of the Highway Works and the Site Access Works to the satisfaction of the County Council in accordance with the Highway Works Agreement as evidenced by the issue of a certificate of completion or part 2 certificate in accordance with the terms of the relevant Highway Works Agreement
"Highway Contribution"	the sum of one million one hundred and seventy eight thousand three hundred and sixty two pounds (£1,178,362 (Index Linked) to be used for delivery of: • segregated cycle infrastructure on Church Road between Pepper Close and the A3023 Manor Road Roundabout as shown indicatively on drawing P21033-AT-005 attached to this Deed at Appendix 5 • delivery of works within the Hayling Billy Railway (Havant to Hayling Island Route Options) Feasibility Study dated 11 October 2021 • improvements at the Langstone Roundabout to mitigate the traffic impacts of the Development at the junction • public right of way improvements and crossing provision on Manor Road at Higworth Lane as shown indicatively on drawing P21033-AT-001B attached to this Deed at Appendix 5 Payable in three instalments: • Highway Contribution Instalment 1 being 20% of the Highway Contribution; and • Highway Contribution instalment 2 being 50% of the Highway Contribution; and • Highway Contribution Instalment 3 being 30% of the Highway Contribution

“Site Access Works”	the works include a new bellmouth access onto St Mary’s Road, amendments to the St Mary’s Road/Church Road bellmouth and provision of new uncontrolled crossing facilities on St Mary’s Road as shown in principle on drawing P21022-001J along with the funding of a 20mph speed limit Traffic Regulation Order as shown in principle on drawing P21033-001J attached to this Deed at Appendix 6
“Travel Plan”	the final and full travel plan based on the Framework Travel Plan
“Travel Plan Approval Fee”	the sum of one thousand five hundred pounds (£1,500) in respect of the costs incurred or to be incurred by the County Council in approving the Travel Plan
“Travel Plan Bond”	an on demand bond on terms and from a surety acceptable to the County Council in the sum equivalent to 110% of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council)
“Travel Plan Cash Deposit”	a cash deposit in the sum equivalent to 110% of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council)
“Travel Plan Co-ordinator”	a suitably qualified and experienced person employed or appointed pursuant to the Travel Plan who has responsibility for developing implementing monitoring progress reporting and reviewing the Travel Plan in order to ensure that the Travel Plan achieves its stated targets and objectives
“Travel Plan Monitoring Fee”	the sum of fifteen thousand pounds (£15,000) towards the costs to be incurred by the County Council in monitoring the implementation of the Travel Plan

The Owner undertakes to the Borough Council and the County Council as follows:

1 Highway Works

- 1.1. to enter into the Highways Works Agreement with the County Council prior to the Commencement of the Development.
- 1.2. not to Commence or permit Commencement of the Development until the Owner has entered into the Highway Works Agreement with the County Council.
- 1.3. prior to Commencement of the Development to undertake and complete the Site Access Works to Highway Works Completion Certificate Standard PROVIDED THAT that part of the Site Access Works comprising a new bellmouth access onto St Mary’s Road shall not be required to be completed beyond base course level prior to Commencement of Development.
- 1.4. not to Commence or permit Commencement of the Development until the Owner has completed the Site Access Works to Highway Works Completion Certificate Standard.
- 1.5. prior to Occupation of the Development to bring the Site Access Works to final wearing course level;
- 1.6. prior to Occupation of the Development to undertake and complete the Highway Works to Highway Works Completion Certificate Standard.
- 1.7. not to Occupy or permit Occupation of the Development until the Owner has completed the Highway Works to Highway Works Completion Certificate Standard.

2 Highways Contribution

2.1 to pay the Highway Contribution to the County Council as follows:

- 2.1.1 not to Commence or permit the Commencement of the Development unless and until it has paid the Highway Contribution Instalment 1 (Index Linked) to the County Council; and
- 2.1.2 not to Occupy nor permit Occupation of the Development unless and until it has paid the Highway Contribution Instalment 2 (Index Linked) to the County Council; and
- 2.1.3 not to Occupy nor permit Occupation of more than 150 of the Residential Units unless and until it has paid the Highway Contribution Instalment 3 (Index Linked) to the County Council.

3 Travel Plan

- 3.1 not to Commence or permit Commencement of the Development until the Travel Plan has been submitted to the County Council and approved in writing.
- 3.2 not to Commence or permit Commencement of the Development until the Travel Plan Approval Fee has been paid to the County Council.
- 3.3 from approval of the Travel Plan to implement and comply with the requirements and measures of the Travel Plan for the duration of the Travel Plan in order to achieve the targets and objectives of the Travel Plan.
- 3.4 not to Occupy or permit Occupation of any Residential Unit of the Development until it has appointed a Travel Plan Co-Ordinator to implement the Travel Plan and notified the County Council in writing of that appointment and the Owner shall thereafter retain the Travel Plan Co-Ordinator for the duration of the Travel Plan.
- 3.5 not to Occupy or permit Occupation of any Residential Unit of the Development until it has implemented all requirements and measures of the Travel Plan in so far as such requirements and measures are required by Travel Plan to be implemented before Occupation
- 3.6 not to Occupy or permit Occupation of any Residential Unit of the Development until it has paid to the County Council the Travel Plan Monitoring Fee.
- 3.7 not to Occupy or permit Occupation of any Residential Unit of the Development until the Owner has provided to the County Council with either;
 - a) the Travel Plan Bond on terms and from a surety approved by the County Council that if in the opinion of the County Council the Owner fails at any time within five years of Occupation of the Development to deliver the agreed measures/ targets and/or comply with any/all of the measures/targets contained within the Travel Plan or immediately in the event of an individual owner becoming bankrupt or a corporate owner going into liquidation, administration or administrative receivership or, in either case, entering into a deed of arrangement for the benefit of their creditors (or being subject to any analogous procedures) the surety shall pay to the County Council on demand such sum as may be certified by the County Council to be required up to the total value of the Travel Plan Bond in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Travel Plan or such alternative measures as the County Council in their absolute discretion determines will achieve the overall aims of the Travel Plan for the Development; or
 - b) the Travel Plan Cash Deposit which the County Council shall hold so that if in the opinion of the County Council the Owner fails at any time within five years of Occupation of the Development to deliver the agreed measures/targets and/or comply with any/all of the measures/targets contained within the Travel Plan or immediately in the event of an individual owner becoming bankrupt or a corporate owner going into liquidation, administration or administrative receivership or, in either case, entering into a deed of arrangement for the benefit of their creditors (or being subject to any

analogous procedure) the County Council will use such money from the Travel Plan Cash Deposit as the County Council considers necessary in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Travel Plan or such alternative measures as the County Council in their absolute discretion determines will achieve the overall aims of the Travel Plan for the Development.

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Additional Affordable Housing”	Any Residential Units delivered as Affordable Housing that are in addition to the Affordable Housing Units that are required to be delivered as part of the Development
“Affordable Housing”	Residential Units that meet the needs of Eligible Persons at a cost low enough for them to afford determined with regard to the local incomes local house prices and local rents
“Affordable Housing Provider”	Either one or a combination of: (a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Borough Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Borough Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Borough Council
“Affordable Housing Scheme”	The scheme for the provision of Affordable Housing Units pursuant to the Permission which shall include: (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 Units; and (c) such other matters as the Borough Council may require (acting reasonably)
“Affordable Housing Units”	30% (thirty per cent) of the Residential Units within the Development which are to be provided for use for the purposes of Affordable Housing in accordance with the terms of this Deed
“Affordable Rent”	Rent which, including any service charge payable, shall not exceed: a) 80% of the Market Rent; and b) the local housing allowance rates, unless otherwise agreed in writing with the Borough Council;

	and which shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England
"Affordable Rent Units"	An Affordable Housing Unit let at an Affordable Rent
"Chargee"	Any of the following of the Affordable Housing Provider in respect of one or more Affordable Housing Units: ▪ any mortgagee or chargee; ▪ any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925; ▪ any housing administrator appointed under the Housing and Planning Act 2016; or ▪ any other person appointed under any security document to enable a charge or mortgagee to realise its security
"Eligible Persons"	persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Borough Council and who, in the case of Affordable Rented Units and Social Rented Units only, have a Local Connection
"Homes England"	Homes England 50 Victoria Street Westminster London SW1H 0TL (or its successor in function from time to time)
"Local Connection"	a connection to the administrative area of the Borough Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or offspring; or (d) any other connection as agreed with the Affordable Housing Provider and the Borough Council
"Market Rent"	an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant (b) an arm's length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion and (f) that the terms of this Deed are disregarded

	and the Market Rent shall be approved by the Borough Council, such approval not to be unreasonably withheld or delayed
“Open Market Units”	Residential Units which are not Affordable Housing Units
“Shared Ownership Units”	Affordable Housing Unit leased to Eligible Persons who purchase a percentage of the equity of the Affordable Housing Unit and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider
“Social Rent”	A rent set in accordance with the Government's rent policy for social rent
“Social Rent Units”	An Affordable Housing Unit let at a Social Rent

The Owner undertakes to the Borough Council as follows:

1 Affordable Housing

- 1.1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Borough Council.
- 1.2 To provide not less than 30% of the total number of Residential Units comprised in the Development as Affordable Housing Units in accordance with the provisions of this Schedule Two and the approved Affordable Housing Scheme and PROVIDED ALWAYS that any Residential Units delivered as Additional Affordable Housing shall not be bound by obligations and requirements of this Schedule Two.
- 1.3 That the Affordable Housing Units shall reflect the mix of size and type of Residential Units in the Development and shall consist of:
 - 1.3.1 70% (seventy per cent) Affordable Rented Units and/or Social Rented Units; and
 - 1.3.2 30% (thirty per cent) Shared Ownership Units;

or such other mix of size, type or tenure as may be agreed in writing with the Borough Council at its absolute discretion.
- 1.4 To ensure that the Affordable Housing Units within the Development are integrated and compatible with the design of the Open Market Units.
- 1.5 Subject to paragraphs 6 and 7 below from the date of Completion of the Affordable Housing Units, not to use the Affordable Housing Units for anything other than as Affordable Rent Units, Social Rent Units or Shared Ownership Units (as the case may be) unless otherwise agreed in writing by the Borough Council.

2 Affordable Housing Delivery

- 2.1 Not to Occupy more than 50% Open Market Units until 50% of the Affordable Housing Units:
 - 2.1.1 are Completed and are ready for Occupation; and

- 2.1.2 have been transferred to an Affordable Housing Provider in accordance with paragraph 2.3 of this Schedule Two.
- 2.2 Not to Occupy more than 75% Open Market Units until 100% of the Affordable Housing Units:
 - 2.2.1 are Completed and are ready for Occupation; and
 - 2.2.2 have been transferred to an Affordable Housing Provider in accordance with paragraph 2.3 of this Schedule Two.
- 2.3 That the transfer of the Affordable Housing Units to an Affordable Housing Provider shall be by either a transfer or transfers of the freehold interest or the creation of a long leasehold interest with a term of not less than 125 years.

3 Affordable Rent Units

- 3.1 Not to Occupy an Affordable Rent Unit other than in accordance with the following:
 - 3.1.1 at an Affordable Rent in respect of each Affordable Rent Unit; and
 - 3.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 3.2 Not to Occupy an Affordable Rent Unit otherwise than by Eligible Persons nominated by the Borough Council (on initial let and all subsequent re-lets).

4 Social Rent Units

- 4.1 Not to Occupy a Social Rent Unit other than in accordance with the following:
 - 4.1.1 at a Social Rent in respect of each Social Rent Unit; and
 - 4.1.2 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is a Social Rent.
- 4.2 Not to Occupy a Social Rent Unit otherwise than by Eligible Persons nominated by the Borough Council (on initial let and all subsequent re-lets).

5 Shared Ownership Units

- 5.1 Not to Occupy the Shared Ownership Units for any purpose other than for the provision of Shared Ownership Units in accordance with the following provisions:
 - 5.1.1 The initial rent payable in respect of a Shared Ownership Unit shall not exceed 3% of the capital value of the unacquired percentage at the point of initial sale, or such other percentage as may be set by Homes England from time to time.
 - 5.1.2 The rent payable in respect of the unacquired portion of a Shared Ownership Unit shall not be increased by more than the Retail Price Index plus 0.5% per year or by more than such other cap as may be set by Homes England from time to time.
- 5.2 The Affordable Housing Provider shall apply any net capital receipt received as a result of any staircasing or other staged purchase by a tenant of a Shared Ownership Unit to provide Affordable Housing in the Borough of Havant (less reasonable costs incurred by the Affordable Housing Provider as approved by the Borough Council).

6 Release of Affordable Housing Provisions

- 6.1 The provisions set out in this Schedule Two shall cease to have effect in respect of any Affordable Housing Unit where a leaseholder of an Affordable Housing Unit (or its mortgagee) has purchased 100% of the equity in the Affordable Housing Unit or in respect of any Affordable Housing Unit where the Occupier has exercised a statutory right to buy or a right to acquire in respect of such Affordable Housing Unit.

7 Chargee In Possession

- 7.1 The affordable housing provisions in this Schedule Two shall not be binding upon a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

- 7.1.1 such Chargee shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 7.1.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

SCHEDULE THREE

BIRD AWARE SOLENT REVISED STRATEGY CONTRIBUTION

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Bird Aware Solent Revised Strategy”	The Bird Aware Solent Revised Strategy revised strategy dated September 2024 (or such amended or replaced version published from time to time)
“Bird Aware Monitoring Fee”	5% of the total of the sum calculated for the Bird Aware Solent Revised Strategy Contribution towards the Borough Council’s monitoring of compliance with the provisions of this Schedule Three
“Bird Aware Solent Revised Strategy Contribution”	A sum towards the Bird Aware Solent Revised Strategy to be calculated for each Reserved Matters Approval by reference to the number of Residential Units comprised in that part of the Development comprised in the relevant Reserved Matters Approval as follows: ▪ £501.00 for each one-bedroom Residential Unit ▪ £723.00 for each two-bedroom Residential Unit ▪ £942.00 for each three-bedroom Residential Unit ▪ £1,108.00 for each four-bedroom Residential Unit ▪ £1,299.00 for each Residential Unit with five bedrooms or more

The Owner undertakes to the Borough Council as follows:

1 Bird Aware Solent Revised Strategy Contribution

- 1.1. Not to Commence that part of the Development comprised in a Reserved Matters Approval unless the Bird Aware Solent Revised Strategy Contribution has been paid in full to the Borough Council.
- 1.2. To pay the Bird Aware Solent Revised Strategy Contribution to the Borough Council prior to Commencement of that part of the Development comprised in a Reserved Matters Approval.
- 1.3. Not to Commence that part of the Development comprised in a Reserved Matters Approval unless the Bird Aware Monitoring Fee has been paid in full to the Borough Council.
- 1.4. To pay the Bird Aware Monitoring Fee to the Borough Council prior to Commencement of that part of the Development comprised in a Reserved Matters Approval.

SCHEDULE FOUR

OPEN SPACE AND

GREEN INFRASTRUCTURE OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Bond”	A bond issued by a Surety in the form annexed at Appendix 7 to this Deed (or such other form as the Borough Council may approve in writing) for the Bond Amount
“Bond Amount”	25% (twenty-five per cent) of the open book constructions costs of the SuDS as contained in the approved SuDS Bill of Quantities
“Cash Deposit”	A lump sum payment in cash equal to 25% (twenty-five per cent) of the open book constructions costs of the SuDS as contained in the approved SuDS Bill of Quantities
“Common Parts”	means the parts of the Land which are intended to benefit the Occupiers of the Residential Units as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the Play Areas, Open Space, Permissive Paths, communal parking areas, any landscaped areas, amenity spaces, street lighting, street furniture, boundary treatments and the SuDS but not including: ▪ a Residential Unit or the curtilage of a Residential Unit; or ▪ communal areas forming part of any residential block of flats, such as stairwells, lifts lighting etc; or ▪ any other buildings or structures or area to be transferred with a Residential Unit; or ▪ any communal parking areas, street lighting, street furniture and boundary treatments or other areas that are adopted by agreement made pursuant to the Highways Act 1980; or ▪ any SuDS adopted by a statutory undertaker
“LAP”	The area of the Land to be provided as a local area of play area in the location shown in the approved Play Areas Scheme of Works and the subject of a Reserved Matters Approval
“LEAP”	The area of the Land to be provided as a locally equipped area of play area in the location shown in the approved Play Areas Scheme of Works and the subject of a Reserved Matters Approval
“Management Company”	a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Common Parts
“Open Space”	The area of the Land to be provided as public open space (including 0.06 hectares as a community food growing space) as

	part of the Development in the location shown in the approved Open Space Scheme of Works and the subject of a Reserved Matters Approval
“Open Space Scheme of Works”	A scheme of works to include the means for the construction and provision of the Open Space which must include: ▪ a scaled plan identifying the location; ▪ specification and building materials; ▪ surfacing and boundary treatment; ▪ street furniture, fences, lighting and any other proposed structures or sculptures; and ▪ the provision of a 0.06 hectare community food growing space
“Permissive Paths”	Any unadopted road, footpath, footway or other means of access to be constructed on the Land and which serves the Development but this shall not include private drives within the curtilage of Residential Units
“Permissive Paths Scheme of Works”	A scheme of works to include the means of construction and provision of the Permissive Paths which must include: ▪ a scaled plan identifying the location; ▪ specifications and building materials; ▪ surfacing and boundary treatment; and ▪ street furniture, lighting and any other proposed structures
“Play Areas”	The LAP and the LEAP together
“Play Areas Scheme of Works”	A scheme of works to include the means for the construction and provision of the Play Areas which must include: ▪ a scaled plan identifying their location; ▪ specification and building materials; ▪ surfacing and boundary treatment; and ▪ street furniture, fences, lighting and any other proposed structures or sculptures which must conform to the Fields in Trust (or successor body) standard for LAP and LEAP play areas and BSEN 1176
“Residential Management Company”	A company limited by guarantee or by shares to be charged with the management and maintenance of the Common Parts in accordance with the approved Residential Management Plan
“Residential Management Company Proposal”	A proposal for the formation of the Residential Management Company which shall include full details of the proposed structure and voting rights of the Residential Management Company
“Residential Management Plan”	A plan for the maintenance and management of the Common Parts for the lifetime of the Development, to include details of how the costs of maintenance and management shall be met by owner-occupiers of the Residential Units

“SuDS”	A sustainable drainage system for that part of the Development comprised in the Reserved Matters Approval to be provided in accordance with the approved SuDS Specification
“SuDS Bill of Quantities”	A bill of quantities detailing the open book construction costs for the SuDS
“SuDS Specification”	A scheme of works for the construction and provision of the SuDS which shall include a timetable for the construction and provision of the SuDS and which, for the avoidance of doubt, shall ensure adequate SuDS provision is made as each Reserved Matters Approval progresses
“Surety”	A bank or other financial institution as may be nominated by the Owner and approved by the Borough Council

The Owner undertakes to the Borough Council as follows:

1 Residential Management Company and Residential Management Plan

- 1.1 Not to Commence the Development unless the particulars of the Management Company or the Residential Management Company Proposal has been submitted to and approved in writing by the Borough Council.
- 1.2 Not later than three months from the date of the Commencement of the Development to submit to the Borough Council the Residential Management Plan for written approval.
- 1.3 Not later than six months from the date of the approval in writing by the Borough Council of the Residential Management Company Proposal the Owner shall take all necessary steps to secure the appointment of the Management Company or the formation and registration of the Residential Management Company at Companies House (taking into account any modifications reasonably required by the Borough Council pursuant to such approval) and to notify the Borough Council accordingly within 14 days of the completion of the registration of the Residential Management Company at Companies House.
- 1.4 Not to Occupy the Development unless:
 - 1.4.1 the Management Company has been appointed or the Residential Management Company has been formed in accordance with the approved Residential Management Company Proposal; and
 - 1.4.2 the Residential Management Plan has been approved in writing by the Borough Council.
- 1.5 Following Completion of the relevant areas to secure the proper maintenance of the Common Parts (including for the avoidance of doubt the SuDS) to the reasonable satisfaction of the Borough Council until such time as:

- 1.5.1 the Management Company has been appointed or the Residential Management Company is registered at Companies House, and the Residential Management Plan has been approved in writing by the Borough Council; and
- 1.5.2 in respect of the Common Parts (excluding the SuDS):
 - (a) the maintenance arrangements in accordance with the approved Residential Management Plan have been implemented; and
 - (b) the transfer or the grant of a long leasehold interest of the Common Parts to the Management Company or the Residential Management Company is completed; and
- 1.5.3 in respect of the SuDS, such SuDS are transferred to the Management Company or the Residential Management Company or adopted by a statutory undertaker.
- 1.6 From the date of the transfer or grant of a long leasehold (or the relevant part of the Common Parts so transferred or granted a long leasehold if more than one transfer or grant) of the Common Parts (including for the avoidance of doubt the SuDS) to comply with the approved Residential Management Plan for the lifetime of the Development.
- 1.7 That if the Management Company or the Residential Management Company ceases to exist as a company or if the Management Company or the Residential Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the approved Residential Management Plan then the Owner shall (without prejudice to any other right or remedy of the Owner against the Management Company or the Residential Management Company or any other person) perform the said covenants and obligations until the appointment by the Owner of a successor to the Management Company or the Residential Management Company.

2 Open Space

- 2.1 Not to Commence the Development unless the Open Space Scheme of Works has been submitted to and approved in writing by the Borough Council.
- 2.2 Not to Occupy more than 75% (seventy five percent) of the Residential Units unless the Open Space has been Completed in accordance with the approved Open Space Scheme of Works and to the written satisfaction of the Borough Council and made available for use by members of the public without hindrance or interruption and thereafter make it available for the same use for the lifetime of the Development.
- 2.3 Not to Occupy more than 95% (ninety five percent) of the Residential Units unless the Owner has transferred or granted a long leasehold in the Open Space to the Management Company or the Residential Management Company (as applicable).

3 Play Areas

- 3.1 Not to Commence the Development unless the Play Areas Scheme of Works has been submitted to and approved in writing by the Borough Council.
- 3.2 Not to Occupy more than 75% (seventy five percent) of the Residential Units unless the Play Areas have been Completed in accordance with the approved Play Areas Scheme of Works and to the written satisfaction of the Borough Council and made available for use by members of the public without hindrance or interruption and thereafter make it available for the same use for the lifetime of the Development.
- 3.3 Not to Occupy more than 95% ninety five percent of the Residential Units unless the Owner has transferred or granted a long leasehold in the Play Areas to the Management Company or the Residential Management Company (as applicable).

4 Permissive Paths

- 4.1 Not to Commence the Development unless the Permissive Paths Scheme of Works has been submitted to and approved in writing by the Borough Council.
- 4.2 Not to Occupy more than 75% (seventy five percent) of the Residential Units unless the Permissive Paths have been laid out, constructed and Completed in accordance with the approved Permissive Paths Scheme of Works to the written satisfaction of the Borough Council and made available for use by owner-occupiers of the Residential Units and members of the public without hindrance or interruption and thereafter make it available for the same use for the lifetime of the Development PROVIDED THAT nothing in this Deed shall prevent the Owner from temporarily closing any Permissive Path at times first approved in writing by the Borough Council (save in the case of emergency) displaying appropriate notices or lodging appropriate statements to prevent the public claiming use as of right or public or private rights of way accruing over the Permissive Paths nor closing any part in the case of emergency or for safety, maintenance and repair.
- 4.3 Not to Occupy more than 95% ninety five percent of the Residential Units unless the Owner has transferred or granted a long leasehold in the Permissive Paths to the Management Company or the Residential Management Company (as applicable).

5 Common Parts

- 5.1 Not to Occupy more than 95% ninety five percent of the Residential Units unless the Owner has transferred or granted a long leasehold in the Common Parts (save for the Play Areas, Open Space and Permissive Paths) to the Management Company or the Residential Management Company (as applicable).

6 Provision of the SUDS

- 6.1 Not to Commence that part of the Development comprised within a Reserved Matters Approval unless the SuDS Bill of Quantities and SuDS Specification in respect of the same Reserved Matters Approval have been submitted to and approved in writing by the Council.
- 6.2 Not to Commence that part of the Development comprised within a Reserved Matters Approval unless:
- 6.2.1 the Bond has been provided to the Borough Council; or
 - 6.2.2 the Cash Deposit has been paid to the Borough Council.
- 6.3 To construct and provide the SuDS in accordance with the approved SuDS Specification.
- 6.4 Not to Occupy that more than the number of Residential Units specified in the approved SuDS Specification until the relevant part of the SuDS have been Completed in accordance with the details, timescales and occupancy restrictions set out in the approved SuDS Specification.
- 6.5 The Bond shall endure, or the Cash Deposit shall be retained by the Borough Council, until the date of Completion of the SuDS as evidenced by a written notice from the Borough Council confirming that the SuDS have been Completed in accordance with the approved SuDS Specification to the reasonable satisfaction of the Borough Council ("the Completion Notice").
- 6.6 The Owner shall within 21 Working Days after Completion of the SuDS invite the Borough Council to inspect the SuDS and to issue a Completion Notice and if following such inspection the Borough Council identifies any works which are necessary to bring the SuDS up to the standard required by the approved SuDS Specification the Owner shall complete such works as soon as reasonably practicable and this procedure shall be repeated by the Owner until the Borough Council issues the Completion Notice.
- 6.7 The Borough Council shall within 10 Working Days of the date of the issue of the Completion Notice either:
- 6.7.1 release the Owner and the Surety from the Bond; or
 - 6.7.2 repay the Cash Deposit (or if the Borough Council has realised part of the Cash Deposit in accordance with paragraph 6.7 the balance of the unexpended amount) to the Owner.
- 6.8 If the Owner:
- 6.8.1 fails to construct the SuDS in accordance with the approved SuDS Specification; or
 - 6.8.2 prior to Completion of the SuDS is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or
 - 6.8.3 has executed a deed of assignment for the benefit of or otherwise compound with their creditors (except for the purpose of reconstruction or amalgamation),

the Borough Council may (without prejudice to the Borough Council's other rights remedies and powers against the Owner):

- 6.8.4 by written notice, require the Surety to pay for; or
- 6.8.5 require the Cash Deposit be applied to, any reasonable and proper expenditure (including legal costs) which the Borough Council may incur in carrying out the construction of the SuDS to its own design or the Owner's design or to return the Land to the level of hydrological response as existed before the Commencement of that part of the Development comprised within the Reserved Matters Approval.

SCHEDULE FIVE

COMMUNITY PROJECT WORKER CONTRIBUTION

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Community Project Worker Contribution”	The sum of £375.36 (three hundred and seventy five pounds and thirty six pence for each Residential Unit comprised in a Reserved Matters Approval towards the provision of a suitably qualified and experienced person employed by the Borough Council to assist in the establishment of a successful and cohesive local community within the Development and to promote integration with existing communities in the vicinity of the Development
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The Owner undertakes to the Borough Council as follows:

1 Community Project Worker Contribution

- 1.1 To pay 50% of the Community Project Worker Contribution to the Borough Council prior to the Commencement of that part of the Development comprised within a Reserved Matters Approval and not to Commence that part of the Development comprised within a Reserved Matters Approval unless 50% of the Community Project Worker Contribution has been paid to the Borough Council.
- 1.2 To pay 25% of the Community Project Worker Contribution to the Borough Council prior to the first anniversary of the Commencement of that part of the Development comprised within the relevant Reserved Matters Approval .
- 1.3 To pay 25% of the Community Project Worker Contribution to the Borough Council prior to the second anniversary of the Commencement of that part of the Development comprised within the relevant Reserved Matters Approval.

SCHEDULE SIX

EMPLOYMENT AND SKILLS OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

“Employment and Skills Plan”	A plan setting out how the Owner, and to the extent they are not the same person, any developer or occupier and their contractors will work with the local Employment and Training Agencies and shall specify the provision for employment and training opportunities and other initiatives in respect of the vocational and employability skills required by the Owner or any developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development
“Employment and Training Agencies”	Training agencies including but not limited to: ▪ Jobcentre Plus; ▪ voluntary and private sectors providers; ▪ schools; ▪ sixth form colleges; ▪ colleges of further education; and ▪ universities

The Owner undertakes to the Borough Council as follows:

1 Employment and Skills Plan

- 1.1 Prior to submission of the Employment and Skills Plan the Owner shall attend a meeting with the Borough Council to specify the provision for employment and training opportunities and other initiatives for the Development.
- 1.2 Not to Commence the Development unless the Employment and Skills Plan has been submitted to and approved in writing by the Borough Council.
- 1.3 Following approval of the Employment and Skills Plan by the Borough Council the Owner will implement and where necessary procure the implementation and promote the objectives of the approved plan and ensure that the targets are met.

SCHEDULE SEVEN

WINTERING BIRDS OBLIGATIONS

DEFINITIONS

In this Schedule the following terms have the following meanings:

"Brent Goose Mitigation Strategy"	means the document prepared by CSA Environmental titled Brent Goose Mitigation Strategy and dated November 2025 submitted in support of the Planning Application
"Wintering Birds Refuge Scheme"	Means either: (a) a scheme to be submitted for the approval of the Borough Council for the creation of a permanent wintering bird refuge site on Refuge Site 1 to include works in line with the principles set out at paragraph 4.45 of the Brent Goose Mitigation Strategy and to include provisions for such works to be overseen by a suitably qualified ecologist; or (b) a scheme to be submitted for the approval of the Borough Council for the creation of a permanent wintering bird refuge site on Refuge Site 2 which shall not be less than 14.6 hectares in size to include works in line with the principles set out at paragraph 4.45 of the Brent Goose Mitigation Strategy and to include provisions for such works to be overseen by a suitably qualified ecologist; according to which is specified by the Inspector or the Secretary of State in the Decision Letter to be a material planning consideration and/or CIL compliant and/or shall apply in this Agreement PROVIDED ALWAYS THAT if the Planning Inspector or Secretary of State makes no such express determination in the Decision Letter then paragraph (a) shall apply
"Wintering Birds Refuge Management Scheme"	means a scheme to be submitted for the approval of the Borough Council for the maintenance and management of the Refuge Site 1 or Refuge Site 2 (as applicable) in accordance with the approved Wintering Birds Refuge Scheme for a period of 80 years from the date of its completion which scheme shall include provisions for step in rights for the Council which may be exercised if the Owner and/or the Third Owner fails to manage the Refuge Site 1 or Refuge Site 2 (as applicable) in accordance with the approved Wintering Birds Refuge Management Scheme

The Owner and the Third Owner undertake to the Borough Council as follows:

1 WINTERING BIRDS REFUGE SCHEME

- 1.1 Not to Commence the Development unless the Wintering Birds Refuge Scheme and the Wintering Birds Refuge Management Scheme have been approved by the Borough Council.
- 1.2 Not to Commence the Development unless the works to Refuge Site 1 or Refuge Site 2 (as applicable) have been completed in accordance with the approved Wintering Birds Refuge Scheme to the written satisfaction of the Borough Council.
- 1.3 To manage and maintain Refuge Site 1 or Refuge Site 2 (as applicable) in accordance with the approved Wintering Birds Refuge Management Scheme for a period of 80 years from the date that the Borough Council confirms in writing that it is satisfied that Refuge Site 1 or Refuge Site 2 (as applicable) has been completed in accordance with the approved Wintering Birds Refuge Scheme.

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

SIGNED as a deed by)
MIRANDA JOY MALLET)
In the presence of:)

Witness Signature:

Name:
Address:
.....
.....
Occupation

SIGNED as a deed by **SARAH JANE HUMPHREY**)
As Attorney for)
PENELOPE ANN SMITH)
Acting by a Power of Attorney dated 29 June 2026)
In the presence of:)

Witness Signature:

Name:
Address:
.....
.....
Occupation

EXECUTED as a DEED by

A D WALTER LIMITED

Acting by a director

In the presence of:

Witness Signature:

Name:

Address:

.....

.....

.....

Occupation

EXECUTED AS A DEED by
GLADMAN DEVELOPMENTS LIMITED

Acting by a power of attorney dated 23 October 2025

Attorney: _____
(signature)

(print name)

(position)

In the presence of:
Witness signature: _____
Witness name (BLOCK CAPITALS): _____
Witness address: _____

Attorney: _____
(signature)

(print name)

(position)

In the presence of:
Witness signature: _____
Witness name (BLOCK CAPITALS): _____
Witness address: _____

APPENDIX 1

Plan 1

APPENDIX 2

Plan 2

APPENDIX 3
Framework Travel Plan

APPENDIX 4
Highway Works

APPENDIX 5
Highway Contribution

APPENDIX 6
Site Access Works

APPENDIX 7

Bond Agreement relating to the SuDS

This Bond is made as a deed **between** the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-

- (1) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor, and
- (3) The 'Employer'

Whereas

- (1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

- 1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the Works.
- 2 The maximum aggregate liability of the Guarantor and the Contractor under this Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount').
- 3 Unless the Employer expressly agrees, the Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Bond.
- 4 Whether or not this Bond shall be returned to the Guarantor the obligations of the Guarantor under this Bond shall be released and discharged absolutely upon the Expiry Date (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded

has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before the Expiry Date.

- 5 The Contractor having requested the execution of this Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
- 6 This Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.
- 7 The parties to this Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
- 8 This Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

APPENDIX 8

Plan 3

The Schedule

The Contractor:

[Developer's details];

The Guarantor:

[Bank's details];

The Employer:

THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza,
Civic Centre Road, Havant, Hampshire PO9 2AX;

The Contract:

means the section 106 agreement dated [] 2026 and entered into by
(1) the Council of the Borough of Havant, (2) Hampshire County Council,
(3) [] and (4) [] relating to Land at []

The Works:

the construction of a sustainable drainage system in accordance with paragraphs 6.1 to 6.7 of Schedule Four to the Contract;

The Bond Amount:

the sum of (£xxxxxxx) xxxxxxxx pounds sterling only;

The Expiry Date:

this Bond will expire on the date upon receipt of a written notice confirming that the Borough Council is reasonably satisfied with the Works.

IN WITNESS whereof the parties hereto have executed and delivered this Bond as a Deed this

day of

202[]

**THE COMMON SEAL OF
THE COUNCIL OF THE BOROUGH
OF HAVANT**

was affixed in the presence of:

Authorised Signatory:

EXECUTED as a **DEED** by **[DEVELOPER]**

in the presence of:

Director

Director/Secretary

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

in the presence of: