Dated 27th August 2024

(1) South Holland District Council

and

(2) Eastlands Limited

and

(3) Roy Hart and Diane Hart

DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

Relating to land at Milestone Lane, Pinchbeck, Spalding

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H14-0328-21

Date 27th August 2024

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the District Council"); and

(2) **EASTLANDS LIMITED (Co. No.10932417) whose registered office is at Rutland House Minerva Business Park Lynch Wood Peterborough PE2 6PZ ("Owner 1")**

(3) **ROY HART** and **DIANE HART** of The Burrells, Stockhouse Lane, Surfleet, Spalding, PE11 4AT ("Owner 2")

together shall be known as "the Parties" or individually as "the Party".

BACKGROUND

(A) The District Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.

(B) Owner 2 was the freehold owner of the Land registered at HM Land Registry under Title Number LL348492 ("the Site") which is subject to a Unilateral Notice in favour of Postland Developments Limited dated 15 December 2020 referred to in entry number 3 of the charges register of title number LL348492.

(C) Owner 1 acquired the majority of the land comprised in Title Number LL348492 from Owner 2 by virtue of a number of related transfers all dated 14 December 2023 and between Owner 1 and Owner 2 which transfers are the subject of multiple applications to the Land Registry including an application to remove the aforementioned Unilateral Notice.

(D) Owner 1 and Owner 2 together own the entirety of the Site which is currently (and following registration of the transfers was formerly) comprised in title LL348492 and bound by the provisions of the Original Agreement

(E) On 11 September 2017 the District Council and Owner 2 entered into the Original Agreement.

(F) The Parties have agreed to vary the terms of the Original Agreement as set out in this Agreement.

(G) The purpose of this Agreement is to secure an amendment to the affordable housing provisions within the Original Agreement in order to confirm a reduced level of Affordable Dwellings from 33.3% to 25% of the total Dwellings to be

provided on the Development of the Site pursuant to the S.106A Modification Application and amend the definition of "Affordable Housing Scheme".

(H) Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

(I) Part of the Site which was transferred to Owner 1 is subject to a legal charge in favour of Owner 2 and further parts have been charged to third party lenders who have separately given consent to the terms of this variation binding the parts of the Site in respect of which they have a charge.

(J) The Parties have agreed to enter into this Deed to give its consent to the terms of this Deed.

(K) This Deed is made under section 106 and 106A of the 1990 Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Original Agreement"	means the agreement made under section 106 of the Act dated 11 September 2017 relating to land at Milestone Lane, Pinchbeck, Spalding and made between (1) the Council and (2) the Owner
"Reserved Matters Application"	means the application for approval of reserved matters following outline approval submitted by the Postland Developments Limited to the Council and accepted on 30 March 2021 and allocated reference number H14-0328-21

2. CONSTRUCTION OF THIS DEED

2.1 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.

2.2 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.

2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act 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 act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Site or any part thereof and in the case of the District Council and the County Council, successors to their functions.

2.7 Reference to "Owner" means Owner 1 and Owner 2 as to their respective parts of the Site.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Site.

3.2 This Deed shall take effect upon the date that it is executed.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 The following definitions shall be added to the Original Agreement:

"Original Planning Permission"	means the planning permission issued by the District Council and given reference H14-1311-16
"Reserved Matters Application"	means the application for approval of reserved matters following outline approval submitted by the Postland Developments Limited to the Council and accepted on 30 March 2021 and allocated reference number H14-0328-21
"Reserved Matters Approval"	means an approval granted by the Council pursuant to the Reserved Matters Application

4.2 The definition of "Affordable Dwellings" in clause 1 in the Original Agreement shall be deleted and replaced with the followings:

"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being 25% of the total number of Dwellings to be provided as part of the Development

4.3 The definition "Affordable Housing Scheme" in clause 1 in the Original Agreement shall be deleted and replaced with the following:

"Affordable Housing Scheme"	means the scheme submitted as part of the Reserved Matters Application for securing the Affordable Housing to be provided as part of the Development and consisting of 6 Dwellings to be delivered as Affordable Rent Dwelling being 2 x

	one-bedroom Dwellings (being plots 29 and 30) and 4 x two-bedroom Dwellings (being plots 28, 31, 32 and 33) and 3 Shared Ownership Dwellings consisting of 2 x two-bedroom Dwellings (being plots 9 and 10) and 1 x three-bedroom Dwelling (being plot 11) unless such other alternative mix, percentage(s) and/or plots is agreed by the Council

4.4 The definition "Affordable Housing Contribution" shall in inserted into Clause 1 of the Original Agreement as follows:

"Affordable Housing Contribution"	means a financial contribution calculated in accordance with the Affordable Housing Contribution formula set out at Annex A Part 1 or Part 2 to this Deed

4.5 The definition "Shared Ownership Dwellings" shall be inserted into Clause 1 of the Original Agreement as follows:

"Shared Ownership Dwellings"	means dwellings purchased on a Shared Ownership Lease

4.5 The definition "Shared Ownership Lease" shall be inserted into Clause 1 of the Original as follows:

"Shared Ownership Lease"	means a lease in a form of the Homes England's model shared ownership lease. Such lease to provide for the following: - not more than 75% and not less than 10% of the equity (or such

	other percentages the Council may agree) shall be initially sold to the purchaser by the Affordable Housing Provider - power to the purchaser to increase their ownership to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Affordable Housing Provider subject to annual increases as specified by Homes England

4.6 The following Clause shall be inserted after Clause 8.12 of the Original Agreement:

"8.13 It is agreed between the parties that where planning permission is issued in relation to the Development pursuant to an application under section 73 of the Act this Deed shall continue to bind the Development and shall be in full force and effect subject to and in accordance with the provisions contained herein and shall in addition bind the Development in respect of any subsequent planning permission granted pursuant to section 73 of the Act ***AND PROVIDED THAT*** *in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council should retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations."*

4.7 The following paragraph shall be inserted after paragraph 1.10 of Schedule 2 of the Original Agreement:

"1.11.1 Where the Affordable Housing Provider is unwilling to take a transfer of an

Affordable Dwelling and the Owner has supplied to the Council evidence of the use of all reasonable endeavours to secure a transfer of such Affordable Dwelling to an Affordable Housing Provider (including copies of any offers to and responses from any Affordable Housing Provider) and the Council is satisfied (acting reasonably) that having used all reasonable endeavours the Owner is unable to identify an Affordable Housing Provider willing to purchase the Affordable Dwelling then the Owner shall at the Council's discretion either:

1.11.1 provide instead an alternative tenure of Affordable Housing for that Affordable Dwelling such tenure to be approved in writing by the Council acting reasonably ***AND*** *where any such Affordable Dwelling is a tenure referred to in this Deed then that Dwelling shall be subject to the relevant provisions of this Deed* ***SUBJECT TO*** *the Owner paying an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Annex A Part 1 for the difference in values of the tenure of the Affordable Housing such sum to be used for the provision of off-site Affordable Housing; or*

1.11.2 pay to the Council an Affordable Housing Contribution calculated in line with the Affordable Housing Contribution Formula set out in Annex A Part 2 and upon the Council providing written confirmation that such Affordable Housing Contribution has been received that Affordable Dwelling shall be discharged from the terms of this Deed and the Owner shall be free to sell that Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling."

4.8 The draft decision notice for the Reserved Matters Approval annexed to this Deed at Schedule 1 shall be added to the Second Schedule of the Original Agreement.

4.9 The Affordable Housing Contribution Formula annexed to this Deed at Schedule 2 shall be added to the Original Agreement as Annex A.

4.10 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNER'S COVENANTS

5.1 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

5.2 Owner 1 shall indemnify Owner 2 against any breach of or failure by Owner 1 to comply with the provisions of the Original Agreement as varied by this Deed.

6. LOCAL LAND CHARGE

6.1 This Deed shall be registerable as a local land charge by the District Council.

7. LEGAL COSTS

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

(a) the Council their reasonable legal costs of £500 together with all reasonable disbursements that have been incurred in the negotiation and completion of this Deed; and

(b) the sum of £2,750 as a contribution towards the Council's costs in monitoring the implementation of this Deed.

8. VAT

8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner.

9. THIRD PARTY RIGHTS

9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the laws of England.

11. EXECUTION AND DELIVERY

11.1 This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written.

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

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:

132002

Authorised Signatory

Jason King
AD Housing

EXECUTED as a **DEED** by

EASTLANDS LIMITED

acting by Brent Warner, a director,

in the presence of:-

Name of Witness

Signature of witness

Address

Occupation

Sloan Plumb Wood LLP
Solicitors
Apollo House, Isis Way
Minerva Business Park
Lynch Wood, Peterborough PE2 6QR

SIGNED as a **DEED** by
ROY HART
in the presence of:

Name of Witness
Signature of witness
Address
Occupation

JAMES TURNER
SOLICITOR
23 NEW ROAD
SPALDING LINCS

SIGNED as a **DEED** by
DIANE HART
in the presence of:

Name of Witness
Signature of witness
Address
Occupation

JAMES TURNER
SOLICITOR
23 NEW ROAD
SPALDING, LINCS

SCHEDULE 1
DRAFT RESERVED MATTERS APPROVAL

Aspect Architectural Design
29a Church Street
Northborough
Peterborough
PE6 9BN

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937

planningadvice@sholland.gov.uk

www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H14-0328-21 **Date of Decision:**

Applicant: Postland Developments Ltd
Poplar Farm
Wisbech Road
Coates
Peterborough
PE7 2DU

Location: Land Off Milestone Lane Pinchbeck Spalding

Description: Residential development of 35 dwellings and associated works - outline approval H14-1311-16. Also consideration of Conditions 3, 5 and 15 of H14-1311-16.

South Holland District Council hereby give notice that APPROVAL HAS BEEN GRANTED for the details submitted under the terms of the outline permission, subject to any condition(s) set out below:

1 The development hereby permitted shall be carried out in accordance with the following approved plans and documents:

Application Form
Site Location Plan
Planning Design and Access Statement (Revised 28.04.2022)
Landscaping Maintenance Plan
MLP/22/01.A. Planting Plan
Protected Species Report. HELEN SCARBOROUGH. OCTOBER 2021
Landscaping Planting Schedule, prepared by Jonathan Biggadike
East Midland Tree Surveys Ltd. Arboricultural Impact Assessment dated 26.8.22
East Midland Tree Surveys Ltd. BS5837:2012 - Trees in relation to design, demolition and

construction. Tree Constraints Report dated 19.07.21
243.D.01H. Site Layout
243.D.14C. Site Layout Plan - Brick and Roof Tile Materials
Facing Materials and Roof Tiles dated 5.10.22 (including drawing no. 243.D.14C)
21027-012 P9. Proposed Private Footpath
21027-013 P11. Off Site Works - General Arrangement
243.D.12B. Double Garage & Single Garage - Plans & Elevations
243.D.03. Plot 3 - The Hornsby - Floor Plans & Elevations
243.D.04A. Plots 5, 6, 7, 8, 25 & 26 - The Chester - Floor Plans & Elevations
243.D.05. Plots 9, 10 & 12 - The Willoughby 2 bed option - Floor Plans & Elevations
243.D.05B. Plot 11 - The Willoughby 3 bed option - Floor Plans & Elevations
243.D.06A. Plots 1, 2 & 24 - The James - Floor Plans & Elevations
243.D.07A. Plots 13, 14, 15, 20 & 23 - The Eaton - Floor Plan & Elevation.
243.D.08A. Plots 4 & 35 - The Yorke - Floor Plans & Elevations.
243.D.09A. Plots 16, 17, 18, 19, 21 & 22 - The Fulton - Floor Plans & Elevations
243.D.10A. Plots 27 & 34 - The Ashton - Floor Plans & Elevations
243.D.11A. Plots 29 & 30 - The Stanton 1 bed option - Floor Plans & Elevations
243.D.11B. Plots 28, 31, 32, 33 - The Stanton - Floor Plans & Elevations

Unless otherwise required by conditions attached to this permission.

Reason: For the avoidance of doubt and in the interests of proper planning.

2 The water consumption of each dwelling hereby permitted should not exceed the requirement of 110 litres per person per day (as set out as the optional requirement in Part G of the Building Regulations 2010 and the South East Lincolnshire Local Plan, 2019). The person carrying out the work must inform the Building Control Body that this duty applies. A notice confirming the requirement for the water consumption has been met shall be submitted to the Building Control Body and Local Planning Authority, no later than five days after the completion of each individual dwelling.

Reason: To protect the quality and quantity of water resources available to the district.
This Condition is imposed in accordance with Policy 31 of the South East Lincolnshire Local Plan, 2019.

3 Three swift nest bricks shall be incorporated within the external walls of each two storey dwelling hereby approved and shall be retained thereafter.

Reason: In the interests of biodiversity.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

4 The landscaping and biodiversity measures, as proposed by this application, shall be undertaken in accordance with the details and recommendations outlined within the:

- Protected Species Report. HELEN SCARBOROUGH. OCTOBER 2021
- Arboricultural Impact Assessment. East Midland Tree Surveys Ltd (Dated 26.8.22)
- BS5837:2012 - Trees in relation to design, demolition and construction. Tree Constraints Report. East Midland Tree Surveys Ltd (Dated 19.07.21)
- Landscaping Maintenance Plan; and

- MLP/22/01.A. Planting Plan and shall be retained thereafter.

Reason: In the interests of biodiversity.
This Condition is imposed in accordance with Policy 28 of the South East Lincolnshire Local Plan, 2019.

5 Notwithstanding the submitted details, before the commencement of the development hereby permitted, full details of the existing and proposed site levels and proposed floor levels of the buildings, hard surfaced areas and garden/amenity areas, including any mitigation measures arising as a consequence (for example increased height of boundary treatment), shall be submitted to and approved in writing by the Local Planning Authority. The development shall be constructed and retained in accordance with the details so approved.

Note: Site levels and finished floor levels have not been approved. Where levels are raised above existing ground levels, the submission shall be supported by cross-sectional drawings showing the relationship with adjoining uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place, with a specific need for cross-sectional drawings showing the resultant relationship along the southern boundary and to No. 50 Milestone Lane.

Reason: To ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policies 2, 3 and 4 of the South East Lincolnshire Local Plan, 2019.

6 Notwithstanding the submitted details, prior to its installation, details of the proposed boundary treatments, including a schedule of fencing levels, heights and materials, and details of the size and species of any hedging, shall be submitted to and approved in writing by the Local Planning Authority. The details shall take account of the proposed site levels and finished floor levels as required by Condition 5 of this permission.

The details so approved shall be implemented in full before the development is first brought into use and retained thereafter.

Note: Where levels are raised above existing ground levels, the submission shall be supported by cross-sectional drawings showing the relationship with adjoining uses and buildings to enable the Local Planning Authority to be satisfied that sufficient mitigation measures will be in place.

Reason: In the interests of the character and appearance of the development and the amenity of the area in which it is set including the amenity of nearby occupiers.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

7 Notwithstanding the submitted details, before the commencement of the development beyond oversite, full details of the proposed means of foul and surface water disposal to

separate systems shall be submitted to and approved in writing by the Local Planning Authority and the details so approved shall be implemented in full before there are any flows into the receiving systems.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2023.

8 Notwithstanding the provisions of Schedule 2, Part 1, Classes A, B, C or D of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order or Statutory Instrument revoking and re-enacting that Order), none of the following developments or alterations shall be carried out other than those expressly authorised by this permission, without express planning permission first having been granted by the Local Planning Authority.

i) the erection of freestanding curtilage buildings or structures including car ports, garages, sheds, greenhouses, pergolas or raised decks;
ii) the erection of house extensions including dormer windows, conservatories, garages, car ports, porches or pergolas;
iii) alterations including the installation of replacement or additional windows or doors and the installation of roof windows.

Reason: To ensure that the Local Planning Authority retains control over the future extension and alteration of the development, in the interests of its architectural and visual integrity, levels of residential amenity and the visual amenity and character of the area within which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

9 Notwithstanding the provisions of Schedule Part 2, Class A of the Town and Country Planning (General Permitted Development) Order 2015, (or any Order or Statutory Instrument revoking and re-enacting that Order), no walls, fences or other means of enclosure other than those permitted as part of this application hereby approved shall be erected on the site.

Reason: To ensure that the Local Planning Authority retains control over means of enclosure, in the interests of the appearance of the development and the visual amenity and character of area.
This Condition is imposed in accordance with Policies 2, 3 and 29 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 16 of the National Planning Policy Framework, 2023.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation

exercise, and by identifying matters of concern within the application and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 dated 11 September 2017 and Deed of Variation dated xxxx can only be implemented as a consequence of meeting the provisions of that Agreement.

LCC Highways Note

All roads within the development hereby permitted must be constructed to an engineering standard equivalent to that of adoptable highways. Those roads that are to be put forward for adoption as public highways must be constructed in accordance with the Lincolnshire County Council Development Road Specification that is current at the time of construction and the developer will be required to enter into a legal agreement with the Highway Authority under Section 38 of the Highways Act 1980. Those roads that are not to be voluntarily put forward for adoption as public highways, may be subject to action by the Highway Authority under Section 219 (the Advance Payments code) of the Highways Act 1980. In all cases, the developer is advised to undertake early discussions with statutory undertakers to co-ordinate the laying of utility services under the highway.

Should unexpected contamination be discovered on the site at any time, the applicant is advised to contact the District Council's Environmental Protection department immediately.

It is noted that the submission contains details in respect of drainage levels which, as detailed within the covering letter prepared by Matrix Planning dated 23 November 2023, have been subject to formal consultation with Lincolnshire County Council and the Internal Drainage Board. The conditions numbered 5, 6 and 7 have been attached partially due to the removal of site levels, to ensure suitable assessment of these matters via planning condition prior to the commencement of development, to adequately prevent unacceptable resultant impact upon neighbour amenity. Conditions have therefore been attached in respect of levels and drainage, so the Local Planning Authority can retain control over, and to ensure the suitability of levels, with a specific need for new cross-sectional drawings showing the resultant relationship along the southern boundary and to No.50 Milestone Lane; with further consideration also required in respect of drainage details as a result, should these be altered as a result of the level details

Phil Norman
Assistant Director - Planning and Strategic Infrastructure
South Holland District Council

2nd April 2024

BUILDING REGULATIONS:
This decision refers only to planning permission as granted under the Town and Country Planning

Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk

SCHEDULE 2

ANNEX A
AFFORDABLE HOUSING CONTRIBUTION FORMULA

Part 1

The Affordable Housing Contribution is calculated as follows: *A = (B less C) multiplied by D*

Where:

A = the Affordable Housing Contribution

B = the value of the relevant dwelling if subject to the alternative tenure referred to in paragraph 1.7.1 of Schedule 3 as determined by an independent expert and agreed by all parties

C = the value of the relevant dwelling(s) if subject to the tenure specified in the Affordable Housing Scheme in this Deed as determined by an independent expert or agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The costs for re-determining the values of B and C will be fully recharged to the Owner. The independent expert will be appointed and act under Clause 14.

Part 2

The Affordable Housing Contribution is calculated as follows: A = *(B less C) multiplied by D*

Where:

A = the Affordable Housing Contribution

B = the open market value of the relevant dwelling if it were not subject to the terms of this Deed as determined by an independent expert and agreed by all parties

C = the value of the relevant dwelling subject to the terms of this Deed as determined by an independent expert and agreed by all parties

D = the Affordable Housing Contribution if not paid within 12-months of the date of this Deed will be index linked to the percentage difference between house price inflation (UK House Price Index) and the Index calculated with reference to the figures last published prior to the date 12-months after the date of this Deed and the figure last published prior to the date of payment.

The Affordable Housing Contribution will be calculated by the independent expert appointed and acting under Clause 14 when no more than 60% of the Market Dwellings have been completed and will be paid in full to the Council when no more than 85% of the Market Dwellings have completed. The Owner will reimburse the Council for the full cost of the independent valuation in all but exceptional circumstances.