

**DATED**

**2026**

**MID SUSSEX DISTRICT COUNCIL (1)**

**AND**

**JONES HOMES (SOUTHERN) LIMITED (2)**

**DEED of VARIATION**

pursuant to Section 106A of the  
Town and Country Planning Act 1990 (as amended)  
relating to land to the rear of 96 Folders Lane, Burgess Hill, RH15 0DX

DM/23/0523 and DM/25/1970

Mid Sussex District Council  
'Oaklands' Oaklands Road  
Haywards Heath  
West Sussex  
RH16 1SS

Ref: **8433**

**THIS DEED** is dated the

day of

2026

**BETWEEN**

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

**And**

- (2) **JONES HOMES (SOUTHERN) LIMITED** (Company number 03118389) whose registered address is Emerson House, Heyes Lane, Alderley Edge, Cheshire, SK9 7LF (“**the Owner**”)

**BACKGROUND**

- (A) The Owner is the registered freehold owner of part of the Land with title absolute registered at HM Land Registry under title number WSX71667 and WSX260177.
- (B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The provisions contained in the Original Agreement which are to be enforced by West Sussex County Council are not affected by this Deed and consequently West Sussex County Council is not a party to this Deed in accordance with the provision of section 106A(1)(a) of the Act.
- (D) On 24 April 2025 an agreement made pursuant to Section 106 of the Act in relation to application reference DM/23/0532 was entered into by Mid Sussex District Council (1) West Sussex County Council (2); Celia Louise Hearn, Susan Evans and David James Evans (3); and Jones Homes (Southern) Limited (4) (the “**Original Agreement**”) and on 29 April 2025 planning permission DM/23/0532 was granted by the District Council.
- (E) The Owner has submitted the Modification Application to the District Council.
- (F) Pursuant to Section 106A of the Act the parties have agreed to enter into this Deed to amend certain provisions within the Original Agreement relating to the Land.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1. INTERPRETATION AND DEFINITIONS**

- 1.1. In this Deed unless the context otherwise requires all expressions shall have the meaning given to them by the Original Agreement save for the following expressions which shall have the following meaning:

**Deed** means this deed of variation made pursuant to s.106A of the Act (as amended).

**Modification** means the application under reference number DM/25/1970.

**Application**

- 1.2 Clause and schedule headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.9 References to the District Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

**2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 and s106A of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Land.
- 2.3 The obligations contained in this Deed are enforceable by the District Council in accordance with section 106 of the Act.

**3. CONDITIONALITY**

This Deed shall come into effect immediately upon completion of this Deed.

#### **4. THE PARTIES' COVENANTS**

- 4.1 The parties agree that the Original Agreement shall be varied as set out in Schedule 1.
- 4.2 Save as amended at Schedule 1 to this Deed the covenants in the Original Agreement shall continue in full force and effect

#### **5. LOCAL LAND CHARGE**

- 5.1 This Deed is a local land charge and the District Council shall register it as such.

#### **6. MISCELLANEOUS**

- 6.1 For the avoidance of doubt the provisions of this Deed (other than those contained in this clause) shall not have effect until this document has been dated.
- 6.2 No waiver (whether expressed or implied) by the District Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed and the Original Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the relevant terms or conditions or obligations or for acting upon any subsequent breach or default. The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 6.3 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 6.4 The Owner agrees to pay the District Council's reasonable legal costs incurred in the preparation and negotiation of this Deed immediately on completion of this Deed.

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

## SCHEDULE 1

### AMENDMENTS TO THE ORIGINAL AGREEMENT

1. The Parties agree that the Original Agreement shall be varied as set out below:
  - 1.1 Any reference to *"First Owner"* and *"Second Owner"* shall be deleted and replaced with *"Owner"* and any reference to *"the First Owner's Land"* and *"the Second Owner's Land"* will be referred to as *"the Land"*.
  - 1.2 In clause 1 the following definitions shall be deleted: *"Additional First Homes Contribution"*; *"Affordable Rented Unit"*, *"Allocation Scheme"*, *"Armed Services Member"*; *"Compliance Certificate"*; *"Discount Market Price"*; *"Disposal"*; *"Eligibility Criteria (Local)"*; *"Eligibility Criterial (National)"*; *"Exempt Disposal"*; *"First Home"*; *"First Homes Owner"*; *"First Time Buyer"*; *"Income Cap (National)"*; *"Local Connection Criteria (Social & Affordable Rented Units)"*, *"Local Connection Criteria (First Homes)"*; *"Local Housing Allowance"*; *"Market Value"*; *"Mortgagee (First Homes)"*; *"Price Cap"*; *"Rentcharge"*; *"Social Rented Unit(s)"*; *"Tenancy"*; and *"Wheelchair Accessible Unit"*.
  - 1.3 In clause 1 the definitions of *"Affordable Housing"*; *"Affordable Housing Land Plan"*, *"Affordable Housing Units"*, *"Chargee"*, *"Nomination Agreement"*, *"Nominee"*, *"Other Eligible Person"*, *"Planning Permission"* and *"Protected Occupier"* shall be deleted and replaced as follows:
    - 1.3.1 ***"Affordable Housing"*** means housing to include Intermediate Housing Units sold to specified eligible households who also meet the Local Connection Criteria (Intermediate Housing Units) and whose needs are not met by the market.
    - 1.3.2 ***"Affordable Housing Land Plan"*** means the plan Drg number 22130 P105 K showing the location of the Affordable Housing Units appended to this Deed at Appendix 3;
    - 1.3.3 ***"Affordable Housing Units"*** means the twelve (12) Dwellings shown on the Affordable Housing Plan comprising twelve (12) Intermediate Housing Units together with associated car parking spaces comprising a minimum of one parking space per one and two bedroom Dwellings and a minimum of two parking spaces per three bedroom Dwellings and gardens / amenity land which are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable Housing Scheme, the Local

*Connection Criteria (Intermediate Housing Units) and the Nomination Agreement and **Affordable Housing Unit** is any part of the Affordable Housing Units capable of separate occupation;*

- 1.3.4 ***“Chargee”** means a mortgagee or chargee of the Affordable Housing Provider (or any receiver including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Intermediate Housing Units;*
- 1.3.5 ***“Nomination Agreement”** means an agreement between the District Council and the Intermediate Housing Provider which outlines the process to be used to ensure that the Local Connection Criteria (Intermediate Housing Units) has been met for each prospective purchaser and that each potential purchaser is approved by the District Council before any sale of an Intermediate Housing Unit is agreed. The Council will allow a purchaser to purchase a property with one additional bedroom to their needs and this requirement will be included as part of the Local Connection Criteria in the Nomination Agreement as shown substantially in the form annexed hereto at APPENDIX 2;*
- 1.3.6 ***“Nominee”** means a person who is agreed by the District Council;*
- 1.3.7 ***“Other Eligible Person”** means a person selected by the Intermediate Housing Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing and meets the Local Connection Criteria (Intermediate Housing Units).*
- 1.3.8 ***“Planning Permission”** means the Original Planning Permission and/or the Section 73 Planning Permission.*
- 1.3.9 ***“Protected Occupier”** means a person who is either Occupying a Shared Ownership Unit who has staircased up to 100% ownership of any Shared Ownership Unit or is the owner of a Shared Equity Unit where any equity loan has been repaid in full and no further equity loan subsists against the said Shared Equity Unit.*

1.4 In clause 1 the following new definitions shall be inserted:

- 1.4.1 ***“Intermediate Housing”*** means *Shared Ownership Units and Shared Equity Units.*
- 1.4.2 ***“Intermediate Housing Provider”*** means *any Registered Provider which is registered with the Regulator of Social Housing pursuant to Section 80 of the Housing and Regeneration Act 2008 and has not been removed from the register and is approved in writing by the District Council or any other provider approved in writing by the District Council (including but not limited to Landspeed Homes Ltd)*
- 1.4.3 ***“Intermediate Housing Units”*** means *the 12 Affordable Housing Units to be provided by the Affordable Housing Provider as Intermediate Housing in the locations approved by the District Council on the Affordable Housing Land.*
- 1.4.4 ***“Local Connection Criteria (Intermediate Housing Units)”*** means *criteria which are met by a person who has a local connection to Mid Sussex through either living within the Mid Sussex District Council’s administrative area working within the Mid Sussex District Council’s administrative area or having a parent, adult child or brother or sister who lives within the Mid Sussex District Council’s administrative area, with preference given to those with a local connection to Burgess Hill.*
- 1.4.5 ***“Local Market Values”*** means *similar property values in the parish of Burgess Hill calculated by reference to the Red Book.*
- 1.4.6 ***“Modification Application”*** means *the application under reference number DM/25/1970.*
- 1.4.7 ***“Original Planning Permission”*** means *the full planning permission subject to conditions granted by the District Council on 29 April 2025 under reference number DM/23/0532*
- 1.4.8 ***“Red Book”*** means *the RICS Valuation Professional Standards UK January 2014 (revised April 2015) or such other document amending, consolidating or replacing it.*
- 1.4.9 ***“Section 73 Planning Permission”*** means *the planning permission granted by the District Council pursuant to the Modification Application.*

1.4.10 ***“Shared Equity Units”*** means a type of Intermediate Housing provided by an Intermediate Housing Provider where the purchaser buys a freehold or long leasehold interest in an Affordable Housing Unit at no more than 70% of Local Market Values with the remaining share held by the Intermediate Housing Provider subject to a legal charge to protect the discounted share, if required by the Intermediate Housing Provider, and with no rent or interest charge payable by the occupier on the remaining share held by the Intermediate Housing Provider.

1.4.11 ***“Shared Ownership Unit”*** means a type of Intermediate Housing provided by an Intermediate Housing Provider where the occupier is offered a Seventy per cent (70% ) share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and with no rent or interest charge payable by the occupier on the remaining share held by the Intermediate Housing Provider.

1.5 The plan referred to in clause 1 in the definition of *“Affordable Housing Plan”* appended at Appendix 3 of the Original Agreement and appended to the Nomination Agreement shall be deemed to be deleted and replaced with the plan annexed to this Deed of Variation at Annex 1.

1.6 The nominations agreement referred to in clause 1 in the definition of *“Nomination Agreement”* and appended to the Original Agreement in Appendix 2 shall be deleted and replaced with that annexed to this Deed of Variation at Annex 2.

1.7 Clause 15.9 in the Original Agreement shall be deleted and replaced as follows:

15.9 *No person or company shall be liable for a breach of this Deed if their interest in the Land is restricted to being an individual owner and/or occupier of any individual Dwelling comprised in the Development and their successors in title or their mortgagee SAVE THAT the individual tenants owners or occupiers of the Intermediate Housing Units and their mortgagees shall be liable for breaches of the restrictions on Occupation of the Affordable Housing Units in Part One of the SECOND SCHEDULE (Affordable Housing).*

1.8 A new clause 15.13 shall be inserted into the Original Agreement as follows:

*15.13 Except for the obligations restricting the Occupation and regulating the use of the Intermediate Housing Units contained in paragraphs 6 and 7 of Part One of the Second Schedule and the obligations restricting the Occupation, the obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual owner or tenant or occupier of any individual Affordable Housing Unit (being an Intermediate Housing Unit) and their successors in title or their mortgagee.*

1.9 Second Schedule Part One, paragraph 1.2 shall be deleted and replaced as follows:

*1.2 Not to cause or allow the Commencement of the Development to occur unless and until the following has occurred:*

*1.2.1 the Responsible Officer for Housing has approved in writing the identity of the Intermediate Housing Provider with responsibility for the delivery of the Intermediate Housing Units; and*

*1.2.2 the Owner has entered into an unconditional and binding contract to Transfer the Intermediate Housing Units and associated land to the Intermediate Housing Provider; and*

*1.2.3 the Owner has provided the Responsible Officer for Housing with a certified copy of the contract referred to in paragraph 1.2.2.*

1.10 In the Second Schedule Part One, paragraph 2 shall be deleted and replaced as follows:

**2. Restrictions on occupation**

*2.1. No more than sixty per cent (60%) of the Market Housing Units shall be Occupied until all of the Intermediate Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notice of such has been received by the Responsible Officer for Housing.*

*2.2. No more than sixty five per cent (65%) of the Market Housing Units shall be Occupied until the Intermediate Housing Units and associated land have been Transferred to the Intermediate Housing Provider.*

1.11 In the Second Schedule Part One, paragraph 3 shall be deleted and replaced as follows:

**3. *Provision of Information***

*To keep the Responsible Officer for Housing informed of progress of any negotiations to dispose of the Intermediate Housing Units and to promptly provide the Responsible Officer for Housing with such information and supporting evidence as she may reasonably request.*

1.12 In the Second Schedule Part One, paragraph 4 shall be deleted and replaced as follows:

**4. *Provisions relating to the standards of the Affordable Housing***

4.1. *That the Intermediate Housing Units shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet: -*

4.1.1. *any mandatory standards in relation to design, construction and accessibility required by Homes England; and*

4.1.2. *the standards set out in the Affordable Housing SPD; and*

4.1.3. *the National Space Standard.*

1.13 In the Second Schedule Part One, paragraph 5 shall be deleted and replaced as follows:

**5. *Provisions relating to Affordable Housing to be transferred to an Intermediate Housing Provider***

5.1. *That the Transfer of the Intermediate Housing Units to an Intermediate Housing Provider approved by the Responsible Officer for Housing shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy.*

5.2. *The Owner covenants with the District Council that the Transfer of the Intermediate Housing Units pursuant to paragraph 5.1 shall contain the following:*

5.2.1. *the grant by the Owner to the Intermediate Housing Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Intermediate Housing Units and associated land;*

5.2.2. *a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);*

*5.2.3. such other terms as the Owner agrees with the Intermediate Housing Provider.*

- 1.14 In the Second Schedule Part One, paragraph 6 shall be deleted and replaced as follows:

**6. Nomination Rights**

*That the sale of none of the Intermediate Housing Units shall be agreed unless the prospective purchaser of the individual unit has first been agreed by the District Council in accordance with the Nomination Agreement.*

- 1.15 In the Second Schedule Part One, the heading to paragraph 7 and paragraph 7.1 shall be deleted and replaced as follows:

**7. Use of the Intermediate Housing Units**

*7.1 Subject to paragraphs 7.2 and 9 that from the date of Practical Completion of the Intermediate Housing Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme*

- 1.16 In the Second Schedule Part One, the first part of paragraph 8.1 shall be deleted and replaced as follows:

*8.1 Prior to seeking to dispose of the Intermediate Housing Units (or any one or more of them) and the associated land (or any part thereof) pursuant to any default under the terms of its mortgage or charge ("the Charged Property") the Chargee shall give prior written notice including evidence and written confirmation of the default (the "Chargee's Notice") to the District Council of its intention to dispose and:*

- 1.17 In the Second Schedule Part One, paragraph 8.2 shall be deleted and replaced as follows:

*8.2 In the event of a default under any security referred to in paragraph 8.1 or in other circumstances warranting the intervention of Homes England nothing in this Deed shall prevent the transfer of the Intermediate Housing Units or any one or more of them (as the case may be) to another Registered Provider or alternative housing provider (in either case approved in writing by the Responsible Officer for Housing) or to the District Council subject to the Intermediate Housing Units and associated Land remaining bound by the provisions of this Deed.*

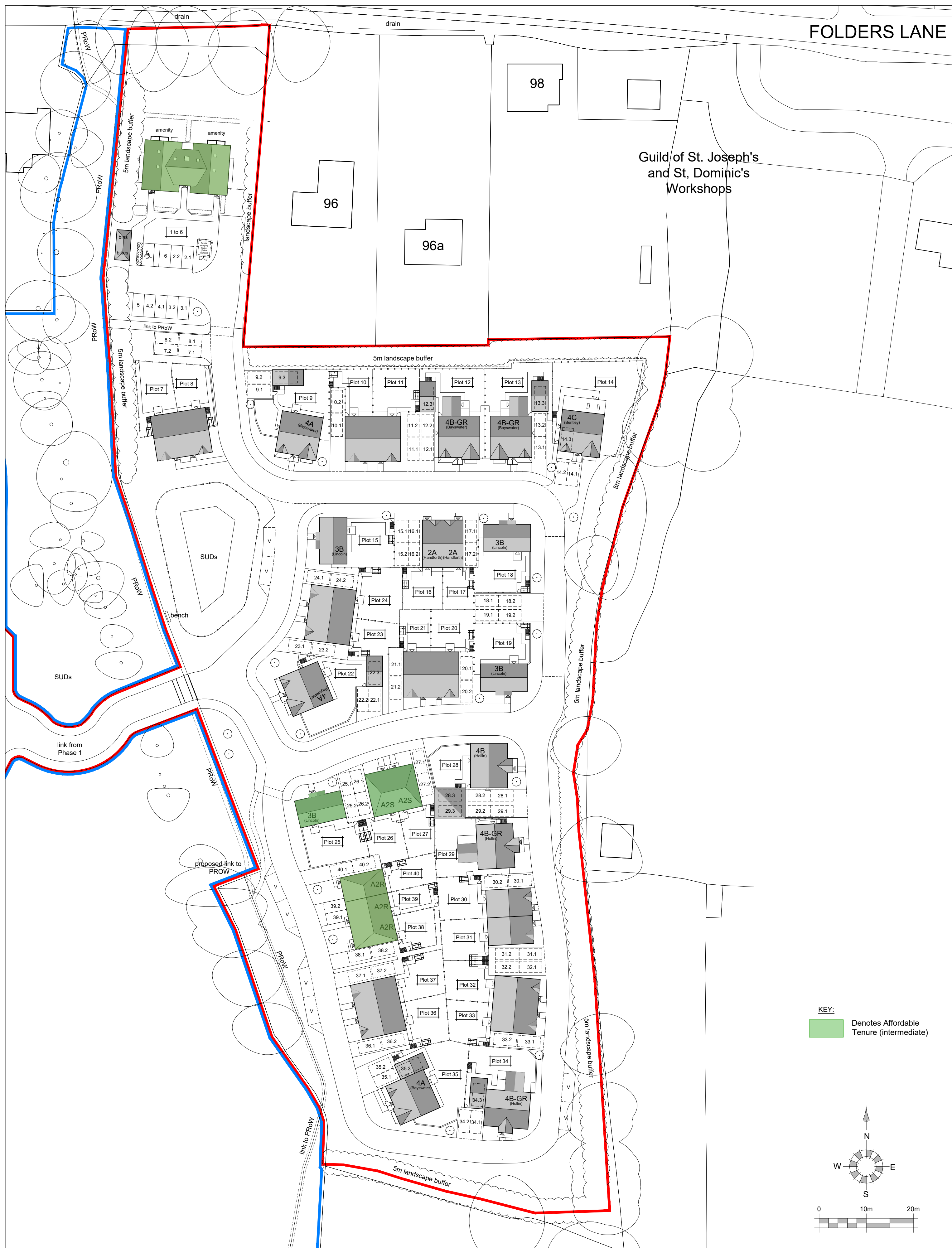
1.18 Paragraphs 10, 11 and 12 of the Second Schedule shall be deleted in their entirety.

1.19 The table in the Second Schedule Part Two shall be deleted and replaced as follows:

| <b>NUMBER OF DWELLINGS</b> | <b>DWELLING TYPES</b>              | <b>TENURE OF DWELLINGS</b> | <b>PLOT NUMBERS</b> |
|----------------------------|------------------------------------|----------------------------|---------------------|
| 2                          | ONE BED/2 PERSON FLAT @ 50.8sqm    | Intermediate Housing Unit  | 5 & 6               |
| 1                          | ONE BED / 2 PERSON FLAT @ 70sqm    | Intermediate Housing Unit  | 1                   |
| 3                          | TWO BED/4 PERSON FLAT @ 70sqm      | Intermediate Housing Unit  | 2, 3 & 4            |
| 3                          | TWO BED/4 PERSON HOUSE @ 79sqm     | Intermediate Housing Unit  | 38, 39 & 40         |
| 2                          | TWO BED/4 PERSON HOUSE @ 79sqm     | Intermediate Housing Unit  | 26 & 27             |
| 1                          | THREE BED/5 PERSON HOUSE @ 95.3sqm | Intermediate Housing Unit  | 25                  |

## **ANNEX 1**

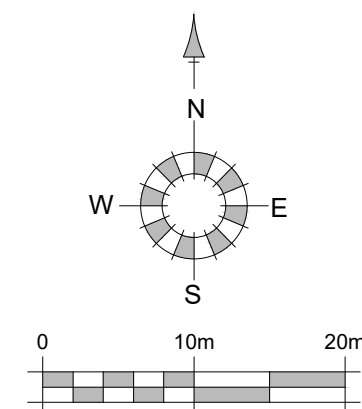
### **“AFFORDABLE HOUSING PLAN”**



KEY:

 Denotes Affordable Tenure (intermediate)

Denotes Affordable  
Tenure (intermediate)



## **ANNEX 2**

### **“NOMINATION AGREEMENT”**

**DATED**

**20[ ]**

**[ ]**

**and**

**MID SUSSEX DISTRICT COUNCIL (2)**

**NOMINATION AGREEMENT**

Land to the [ ]

Mid Sussex District Council

Oaklands

Oaklands Road

Haywards Heath

West Sussex

RH16 1SS

**IKEN Ref: [ ]**

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**THIS NOMINATION AGREEMENT** is made the                      day of                      202[   ]

**BETWEEN**

(1)     [                      ] (“the Affordable Housing Provider”) and

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

**1 BACKGROUND**

1.1     Words and expressions used in this Agreement are defined in clause 2.

1.2     The Affordable Housing Provider [has acquired] **OR** [shall by virtue of an Agreement for Sale dated     acquire] the Property and pursuant to the provisions of the Section 106 Agreement the Affordable Housing Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units.

**AGREED TERMS**

**2 INTERPRETATIONS**

2.1     In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

**Affordable Housing** means Shared Equity or Shared Ownership housing provided to specified eligible households whose needs are not met by the market. Affordable Housing shall:-

- (a)     meet the needs of eligible households whom the District Council could reasonably expect to occupy the Affordable Housing Units having regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices; and
- (b)     include provision for the homes to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

**Affordable Housing Units** means the twelve (12) units of residential accommodation as detailed in Schedule 1 which are to be constructed on the Property pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other

Eligible Person in accordance with this Agreement and “Affordable Housing Unit” is any part of the Affordable Housing Units capable of separate occupation;

**Affordable Housing Provider** means [ ];

**Affordable Housing Provider Share** means the value of the Affordable Housing Provider’s equity in the Shared Equity Unit or Shared Ownership Unit from time to time;

**Allocation Scheme** means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended;

**Chargee** means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver)) of the whole or any part of the Affordable Housing Units

**Data Controller** has the meaning as set out in the Data Protection Legislation;

**Data Protection Legislation** has the meaning set out in clause 17.1;

**Data Subject** has the meaning as set out in the Data Protection Legislation;

**Equity Share** means the Open Market Value of each Shared Equity or Shared Ownership Unit minus the Affordable Housing Provider Share. The Equity Share shall always be equal to the level set on the initial disposal (or such greater value following staircasing) at any given time and its monetary value may therefore increase or decrease in accordance with fluctuations in the Open Market Value;

**Homes England** means the executive non-departmental public body known as Homes England which replaced the Homes and Communities Agency (HCA) and as the context so requires, the functions conferred by the HCA on the Regulator of Social Housing as established by the Legislative Reform (Regulator of Social Housing) (England) Order 2018 and shall include any successor regulatory body for social housing and/ or the functions conferred by the HCA on Homes England or any successor organisation or body;

**Initial Sale** means the first sale of a newly constructed and previously unoccupied Shared Equity Unit or Shared Ownership Unit;

**Intermediate Homes** means Shared Ownership Units and Shared Equity Units;

**Lease** means a shared ownership lease drawn in accordance with the guidelines and requirements of Homes England and substantially in the form of the Model Lease;

**Local Connection Criteria** means the criteria set out in para 8

**Market Value** means the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by a qualified independent valuer registered with the Royal Institution of Chartered Surveyors;

**Model Lease** means the appropriate form of model lease for a shared ownership house published by Homes England (as may be amended from time to time);

**Nominee** means a person who is approved by the District Council prior to the sale of a Shared Equity Unit or a Shared Ownership Unit proceeding;

**Nomination Notice** means notice given by the District Council to the Affordable Housing Provider nominating a Nominee to a relevant Affordable Housing Unit;

**Nomination Request** means a written notice to the District Council requesting the District Council to nominate a Nominee for an Affordable Housing Unit which in the case of both a Shared Equity and Shared Ownership Unit may include a shortlist of prospective purchasers;

**Open Market Value** means the price which in the opinion of an independent valuer (being a Member of the Royal Institution of Chartered Surveyors) instructed by the Owner with the prior written approval of the District Council could be realised on the sale of the Shared Equity Unit made on the following assumptions:

- (a) Vacant possession on completion;

- (b) A sale by private treaty by a willing vendor to a willing purchaser at the best price reasonably attainable taking into account the nature of the Shared Equity Unit and the state of the market at the time;

**Other Eligible Person** means a person selected by the Affordable Housing Provider in accordance with this Agreement and who is in need of Affordable Housing;

**Personal Data** has the meaning as set out in the Data Protection Legislation;

**Plan** means the plan annexed at Schedule 2;

**Planning Permission** means the planning permission granted by the District Council dated [ ] under reference [ ];

**Property** means the land being registered at the Land Registry under title number(s) [ ] and shown for the purposes of identification only edged red on the Plan

**Processing** has the meaning as set out in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

**Protected Occupier** means a person who is occupying an Affordable Housing Unit and is a Nominee or other Eligible Person who:

- (a) has been granted a Shared Ownership lease by an Affordable Housing Provider in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person (or his or her assignee) has subsequently purchased from the Affordable Housing Provider the remaining share so that the Nominee or Other Eligible Person owns the entire Affordable Housing Unit; or
- (b) has exercised a right to acquire one hundred per cent (100%) of the Equity Share of a Shared Equity Unit;

**Re-Sales** means any existing Shared Equity Unit or Shared Ownership Unit in respect of which the Affordable Housing Provider:-

- (a) has received from the existing freeholder or leaseholder thereof notice of a proposed onward sale or assignment; or
- (b) is entitled to dispose via the grant of a fresh Lease (whether as a result of a surrender or forfeiture of a previous Lease or otherwise)

and "Re-Sale Shared Equity Unit or Shared Ownership Unit" shall be construed accordingly.;

**Responsible Officer for Housing** means the District Council's Assistant Chief Executive or such person as the District Council may nominate in her place from time to time.

**Section 106 Agreement** means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) dated 24 April 2025 entered into by Mid Sussex District Council (1) West Sussex County Council (2); Celia Louise Hearn, Susan Evans and David James Evans (3); and Jones Homes (Southern) Limited (4) relating to the development of the Property pursuant to the Planning Permission or any modification or variation thereof.

**Shared Equity Unit** means an Affordable Housing Unit which is occupied by a person or persons who are unable to afford market housing and where the initial share shall be sold up to a maximum of seventy percent (70%) of the Open Market Value and the Affordable Housing Provider shall retain a beneficial interest in the unsold share which shall be secured by a charge thereon and "Shared Equity" shall be construed accordingly;

**Shared Ownership Unit** means an Affordable Housing Unit which is occupied pursuant to a Lease granted by the Affordable Housing Provider where the occupier purchases an initial share of the equity up to a maximum of 70% and where no rent is payable on the remaining share and Shared Ownership shall be construed accordingly

**Subsequent Disposal** means any proposed Disposal which is subsequent to a First Disposal

**Working Day** means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday;

- 2.2 For the purposes of this Agreement words importing gender include any other gender and words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement .
- 2.4 In the event of any inconsistency between this Agreement and the Section 106 Agreement, the Section 106 Agreement shall prevail.

### **3 NOMINATION RIGHTS**

- 3.1 In consideration of the District Council discharging its responsibility for identifying, allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its district and for facilitating the provision of Affordable Housing the Affordable Housing Provider hereby agrees for the benefit of the District Council as set out in this Agreement.
- 3.2 The Affordable Housing Provider covenants not to cause, permit or suffer the disposal or occupation of any Affordable Housing Unit at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

### **4 SHARED EQUITY UNITS AND OWNERSHIP UNITS**

- 4.1 From the date hereof the Affordable Housing Provider grants the District Council the right to nominate 100% of the purchasers of the Shared Equity Units or Shared Ownership Units upon the terms contained in this clause 4.

#### **Initial Sale Shared Equity Units or Shared Ownership Units**

- 4.2 In the case of all Initial Sale Shared Equity Units or Shared Ownership Units:-
  - 4.2.1 The Affordable Housing Provider shall give the District Council not less than four (4) months' prior written notice of the date when it reasonably believes an Initial Sale Shared Equity Unit or Shared Ownership Unit will be ready for occupation and within (5) Working Days commence advertising for sale the Shared Equity or Shared Ownership Units setting out the requirements of purchase including the Local Connection Criteria and simultaneously notify the District Council that this has been done.
  - 4.2.2 The Affordable Housing Provider shall serve on the District Council a Nomination Request not less than two (2) months prior to such Initial Sale Shared Equity or Shared Ownership Units becoming available for occupation and such request shall also confirm that each prospective purchaser is aware of and meets the requirements of purchase and include evidence showing that the Local Connection Criteria has been satisfied.
  - 4.2.3 Within ten (10) Working Days of receipt of the Nomination Request the District Council or its agents shall be entitled to give a Nomination Notice.
  - 4.2.4 Upon receipt of the Nomination Notice the Affordable Housing Provider will agree the sale of the Initial Sale Shared Equity or Shared Ownership Unit to the Nominee identified in the Nomination Notice.

- 4.2.5 If the District Council or its agents fail to serve a Nomination Notice within ten (10) Working Days of receipt of the Nomination Request the Affordable Housing Provider may make its own allocation of the relevant Shared Equity or Shared Ownership Unit to an Other Eligible Person
- 4.2.6 If a Nominee named in a Nomination Notice served pursuant to clause 4.2.3 to whom the Affordable Housing Provider offers a property pursuant to clause 4.2.4 either:-
- (a) does not accept that offer within ten (10) Working Days of the offer being made; or
  - (b) thereafter fails to enter into a contract for the purchase within a reasonable time (but not less than eight (8) weeks following the offer being accepted)
- then the Affordable Housing Provider must give the District Council a further Nomination Request and the District Council will then be entitled to serve a further Nomination Notice within 10 (ten) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.2.4 to 4.2.6 (inclusive) shall be repeated (and for the avoidance of doubt the procedure shall be repeated until such time as the District Council is unable to provide a Nominee).

### **Re-Sale Shared Equity or Shared Ownership Units**

- 4.3 In the case of all Re-Sale Shared Equity or Shared Ownership Units:
- 4.3.1 On receipt of a notice from the existing freeholder or leaseholder advising of a Re-Sale Shared Equity or Shared Ownership Unit becoming available for purchase, the Affordable Housing Provider must:
    - (a) commence advertising the property for sale within five (5) Working Days setting out the requirements of purchase including the Local Connection Criteria and shall simultaneously notify the District Council that this has been done; and
    - (b) serve on the District Council a Nomination Request not more than ten (10) Working Days after advertisement pursuant to clause 4.3.1(a) and such request shall also confirm that each prospective purchaser is aware of and meets the requirements of purchase and include evidence showing that the Local Connection Criteria has been satisfied.
  - 4.3.2 Within five (5) Working Days of receipt of the Nomination Request the District Council shall be entitled to give a Nomination Notice
  - 4.3.3 Upon receipt of the Nomination Notice the Affordable Housing Provider will agree with the existing freeholder or leaseholder the sale of the Re-

sale Shared Equity or Shared Ownership Unit to the Nominee identified in the Nomination Notice

4.3.4 If the District Council or its agents fail to serve a Nomination Notice within five (5) Working Days of receipt of the Nomination Request, the Affordable Housing Provider may agree the allocation of the relevant Shared Equity or Shared Ownership Unit to an Other Eligible Person

4.3.5 If a Nominee named in a Nomination Notice served pursuant to clause 4.3.2 to whom the property is offered pursuant to clause 4.3.3 either:-  
(a) does not accept that offer within ten (10) Working Days of the offer being made; or  
(b) thereafter fails to enter into a contract for the purchase within a reasonable time (but not less than eight (8) weeks following the offer being accepted)

then the Affordable Housing Provider must give the District Council a further Nomination Request and the District Council will then be entitled to serve a further Nomination Notice within three (3) Working Days of the date of receipt of that further Nomination Request and the procedure set out in clauses 4.3.3 to 4.3.5 (inclusive) shall be repeated until the eight (8) week nomination period has been exhausted.

## **5 SUPPLY OF INFORMATION AND MONITORING MEETINGS**

5.1 The Affordable Housing Provider shall promptly provide to the District Council upon reasonable request at any time any information in relation to the Affordable Housing Units relating to:-

- 5.1.1 levels of interest in the purchase of the units
- 5.1.2 any proposed or actual staircasing to 100% under any Shared Ownership Lease or the purchase of the remaining share of any Shared Equity Unit ;
- 5.1.3 such other information that the District Council may reasonably require in order to enable it to ensure that the Affordable Housing Provider is at all times complying with the provisions of this Agreement

5.2 Upon reasonable written notice from the District Council the Affordable Housing Provider will attend monitoring meetings to consider and discuss its compliance with the provisions of this Agreement. and in particular the Affordable Housing Provider shall ensure that:-

- 5.2.1 any information requested by the District Council pursuant to clause 5.1 shall be provided to it not less than five (5) Working Days prior to any such meeting; and

- 5.2.2 staff and agents with reasonable seniority and experience of the subject matter of this Agreement attend any such meeting

PROVIDED THAT the District Council shall not call such meetings more than once annually, unless the District Council has reasonable grounds to believe that the Affordable Housing Provider is in material breach of any of its any obligations under this Agreement (in which event the District Council will set out these grounds in its written notice to the Affordable Housing Provider requesting such meeting)

## **6 STATUTORY & CONTRACTUAL OBLIGATIONS**

The Affordable Housing Provider shall ensure that following practical completion of the Affordable Housing Units it complies at all times with all its statutory and contractual obligations to the occupiers

## **7 SHARED EQUITY AND SHARED OWNERSHIP UNIT SALES**

- 7.1 In respect of each sale of a Shared Equity Unit whether an Initial Sale or Re-sale as the context permits the Affordable Housing Provider will ensure that the discount is protected via a legal charge unless prior to re-sale the other equity interest has been acquired and the charge lifted and if the other equity interest has not been acquired the Affordable Housing Provider will ensure that the freehold owner shall be required to

- (a) Occupy the Shared Equity Unit as his only main residence for himself and his household and
- (b) Not dispose of the Shared Equity Unit or any part of it unless he has first offered his interest to a Nominee nominated by the Affordable Housing Provider in accordance with this agreement

- 7.2 In respect of each sale of a Shared Ownership Unit whether an Initial Sale or Re-sale as the context permits the Affordable Housing Provider will ensure that it retains in perpetuity a legal interest in each Shared Ownership Unit unless the leaseholder has staircased to 100% ownership and if the shared owner has not staircased to 100% the Affordable Housing Provider will ensure that the shared owner shall be required to

- (a) Occupy the Shared Ownership Unit as his only main residence for himself and his household and

- (b) Not dispose of the Shared Ownership Unit or any part of it unless he has first offered his interest to a Nominee nominated by the Affordable Housing Provider in accordance with this agreement

## **8 LOCAL CONNECTION**

- 8.1 Priority for both Shared Equity Units and Shared Ownership Units will be given to those who either live in the Mid Sussex District, Work in the Mid Sussex District or have a parent, adult child, brother or sister who lives in the Mid Sussex District, for a period ending 12 weeks after the date of practical completion, and evidence will be required to demonstrate that the Local Connection Criteria has been satisfied.

- 8.2. Provided that:

- (a) if there is no such person who satisfies the above criteria then the Shared Ownership Unit or Shared Equity Unit shall be allocated to a person who is reasonably considered by the Affordable Housing Provider to be in need of such accommodation and who has immediately prior to such allocation had a local connection (as set out in clause 8.1) or has been immediately resident within Mid Sussex

(b) if there is no such person then the Shared Ownership Unit or Shared Equity Unit shall be allocated to any person on the Help to Buy register in need of such accommodation within its administrative area

(c) if the Affordable Housing Provider is still unable to identify a person then the Shared Ownership Unit or Shared Equity Unit may be allocated to any person who is reasonably considered by the Affordable Housing Provider to be in need of such accommodation

- 8.3 Nominees will be able to purchase a property with one additional bedroom to their needs.

## **9 DISPOSAL RESTRICTIONS**

- 9.1 The parties reaffirm the covenants and conditions contained in the Section 106 Agreement in relation to the occupation and disposal of the Affordable Housing Units.
- 9.2 The Affordable Housing Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Affordable Housing Provider has ensured compliance at all times with the terms of this Agreement.

- 9.3 The Affordable Housing Provider shall not dispose or part with possession of the Affordable Housing Units (or part thereof) unless the Affordable Housing Provider shall first procure that the disponent (being a provider of Affordable Housing registered with Homes England and first approved in writing by the Responsible Officer for Housing ) shall have entered into a nomination agreement with the District Council which shall be substantially in the form of this Agreement (or such other form of nomination agreement as the District Council shall adopt from time to time).

## **10 LAND REGISTRY RESTRICTION**

The Affordable Housing Provider shall promptly [enforce the Agreement for Sale and secure the transfer] OR [make an application to the Land Registry for registration of the transfer/lease] of the Affordable Housing Units pursuant to clause [ ] of the Section 106 Agreement].

- 10.1 [The Affordable Housing Provider shall supply to the District Council a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of registration].
- 10.2 Immediately following the completion of [this Agreement] **OR** [registration referred to at [clause 10.1] above] the Affordable Housing Provider shall apply to the Land Registry for entry of a restriction in the proprietorship register of the title(s) to the Property as follows:-  
“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge not being a charge registered before the entry of this restriction) is to be registered without a certificate signed on behalf of Mid Sussex District Council of “Oaklands”, Oaklands Road, Haywards Heath, West Sussex RH16 1SS by its conveyancer that the provisions of clause 9 of a Nomination Agreement dated [ ] have been complied with or that they do not apply to the disposition.”  
(Land Registry Form L).
- 10.3 The Affordable Housing Provider shall promptly supply to the District Council a copy of the title information document issued by the Land Registry following receipt of notice of completion of registration of the restriction referred to in clause 10.2.
- 10.4 Any certificates requested by the Affordable Housing Provider pursuant to the restriction referred to in clause 10.2 must be made in writing to the District Council accompanied by the following information:-
- 10.4.1 the full address of the Affordable Housing Units affected and up-to-date official copies of each and every Land Registry title relating to such Affordable Housing Units (including all superior freehold and leaseholds to the same and title plans);

- 10.4.2 the date of the nomination agreement to which the Affordable Housing Units are subject and the addresses as stated in the nomination agreement;
  - 10.4.3 official copies of the Land Registry title(s) of the Affordable Housing Providers' interest (if not the same as in clause 10.2);
  - 10.4.4 a written description of the dealing for which the Affordable Housing Provider is requesting certificate;
  - 10.4.5 the name of the proposed disponee;
  - 10.4.6 the anticipated completion date of the proposed disposal; and
  - 10.4.7 a copy of any plan to be used with such disposal
- 10.5 The District Council will deal with all requests for certificates received from the Affordable Housing Provider in accordance with clause 10.2 within a reasonable period of time and the District Council shall be entitled to recover all reasonable and proper costs incurred in connection with the grant of any certificates required pursuant to this clause.

## **11 DISTRICT COUNCIL'S POWERS AND LIABILITIES**

- 11.1 Nothing contained in or implied by this Agreement shall:-
- 11.1.1 prejudice or affect the District Council's rights, powers, duties or obligations relating to the exercise of the District Council's functions as a statutory body whether as a District Council, local planning authority or otherwise nor shall any consent (express or implied) given by the District Council under this Agreement be binding upon it in any capacity other than as a beneficiary of the covenants contained in this Agreement; and
  - 11.1.2 imply that the District Council has any further or future liability for the Affordable Housing Units in respect of the management, maintenance, repair, insurance or general upkeep of the Affordable Housing Units.

## **12 MORTGAGEE PROTECTION**

- 12.1 The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT:-
- 12.1.1 in the event of any Chargee disposing of the Affordable Housing Units (or any one or more of them) pursuant to any default under the terms of its mortgage or charge the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any

such Chargee PROVIDED THAT the Chargee has first complied with its obligations contained in clause [ ] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a disposal of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and

- 12.1.2 the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against any Protected Occupier or any mortgagee or chargee of a Protected Occupier or any person deriving title from a Protected Occupier or any successor in title thereto and their respective mortgagees and chargees SAVE THAT if any successor in title to a Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

### **13 DISPUTE RESOLUTION**

- 13.1 In the event that any difference or dispute arises between the parties with regard to this Agreement such matter shall in the first instance be referred to [ ] of the Affordable Housing Provider and the Responsible Officer for Housing (or any persons nominated by them to act on their behalf) who shall within ten (10) Working Days of the referral to them, negotiate in good faith and attempt to resolve the dispute
- 13.2 If the matter cannot be resolved as provided for in clause 13.1 then it shall be referred to the respective Chief Executive Officers of the Affordable Housing Provider and the District Council (or any persons nominated by them to act on their behalf) who shall within twenty eight (28) Working Days of the referral to them negotiate in good faith and attempt to resolve the dispute.
- 13.3 If the matter cannot be resolved as provided for in clause 13.2 then either person referred to in clause 13.2 may refer it to be determined by a person chosen by the Chief Executive for the time being of the Chartered Institute of Housing. That person shall act as an expert and not an arbitrator but shall consider written representations made to him/her by the parties.
- 13.4 The parties agree that the decision of the person named in clause 13.3 shall be binding and that each party shall bear its own costs of resolving the dispute and share equally the costs of such person (unless otherwise directed by such person).

## **14 NOTICES**

14.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to:-

14.1.1 For the District Council: The Responsible Officer for Housing at the address of the District Council given herein

14.1.2 For the Affordable Housing Provider: [SPECIFY NAME OR ROLE] at [SPECIFY ADDRESS]

or to such other person or address as one party shall notify to the other in writing from time to time

14.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:-

14.2.1 by first class post deemed served two (2) Working Days after posting;

14.2.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

14.2.3 through a document exchange deemed served on the first (1st) Working Day after the day on which it would normally be available for collection by the addressee; and

23.2.5 by e-mail to a party who confirms they will accept service by electronic means other than fax will be deemed served if sent on a business day before 4.30pm on that day; or in any other case, on the next business day after the day on which it was sent.

## **15 COSTS**

The Affordable Housing Provider shall pay to the District Council on or before the Date of this Agreement the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Agreement.

## **16 NO FETTER OF DISCRETION**

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

## 17 DATA PROTECTION

- 17.1 In this Agreement, "**Data Protection Legislation**" means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, in each case as amended or substituted from time to time;
- 17.2 In relation to all Personal Data, each party shall at all times comply with the Data Protection Legislation in connection with this Agreement.
- 17.3 The parties shall (and shall procure that any of their respective personnel shall) insofar as it relates to the performance of their respective obligations under this Agreement:
- 17.3.1 adhere to all applicable provisions of the Data Protection Legislation;
  - 17.3.2 comply with any notification requirements under the Data Protection Legislation; and
  - 17.3.3 to the extent applicable, duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 17.4 Notwithstanding the general obligation in clause 17.3, in respect of the parties' rights and obligations under this Agreement, the parties acknowledge and agree that they are Data Controllers in respect of the Personal Data they hold for the purposes of the Agreement.
- 17.5 Each party shall notify the other of the name and contact details of that party's designated data protection lead or Data Protection Officer (as that term is understood by reference to the Data Protection Legislation). Each party shall promptly inform the other of any change in its Data Protection Officer.
- 17.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 17.7 Each party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other (the "**Indemnified Party**") against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Indemnifying Party's non-compliance with the Data

Protection Legislation. The Indemnified Party shall use its reasonable endeavours to mitigate the amount of any claim under the indemnity in this clause 17.7.

- 17.8 The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the application of Data Subjects' rights, including the right of subject access, as provided to Data Subjects under the Data Protection Legislation.

**18 GOVERNING LAW**

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

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

# SCHEDULE 1 - AFFORDABLE HOUSING UNITS

| Plot | Postal No. | Street | Town | Postcode | Description | Tenure                            |
|------|------------|--------|------|----------|-------------|-----------------------------------|
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |
|      |            |        |      |          |             | Shared Equity or Shared Ownership |

|  |  |  |  |  |  |                                            |
|--|--|--|--|--|--|--------------------------------------------|
|  |  |  |  |  |  | Shared<br>Ownership                        |
|  |  |  |  |  |  | Shared<br>Equity or<br>Shared<br>Ownership |

## SCHEDULE 2 - PLAN

***[Insert appropriate attestation for Affordable Housing Provider]***

**[Execution clause: execution by a society of contracts or deeds using a common seal]**

Executed as a deed by affixing the common seal of

**[NAME OF SOCIETY]**

in the presence of:-

**[COMMON SEAL]**

.....

**[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR]**

**[Committee member OR Director]**

.....

**[SIGNATURE OF COMMITTEE MEMBER/DIRECTOR/SECRETARY]**

**[Committee member OR Director OR Secretary]**

**[Execution clause: execution by a society of contracts and deeds without a common seal]**

Executed as a deed by **[NAME OF SOCIETY]**

acting by **[NAME OF FIRST DIRECTOR/COMMITTEE MEMBER]**,

a **[director OR member of its Committee]** and

**[NAME OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]**,

**[a director OR member of its Committee OR its secretary]**

.....

**[SIGNATURE OF FIRST DIRECTOR/COMMITTEE MEMBER]**

**[Director OR Committee member]**

.....

**[SIGNATURE OF SECOND DIRECTOR/COMMITTEE MEMBER/SECRETARY]**

**[Director OR Committee member OR Secretary]**

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

Authorised Officer .....

Executed as a Deed by **JONES HOMES (SOUTHERN) LIMITED**  
in the presence of:-

..... Director

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