MID SUSSEX
DISTRICT COUNCIL

DATED 03rd July **2026**

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

WINCH AND BOAG DEVELOPMENTS LTD (3)

AND

MAGNET CAPITAL LIMITED (4)

DEED OF VARIATION
OF PLANNING OBLIGATION

pursuant to Sections 106 and 106A of the

Town and Country Planning Act 1990 (as amended)

relating to land at 29 Paddockhall Road, Haywards Heath, West Sussex RH16 1HQ

DM/25/0578

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

IKEN REF: 4532

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THIS DEED is dated the 03rd day of July 2026

BETWEEN

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

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

(3) **WINCH AND BOAG DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 08755014 whose registered office is at Second Floor Ridgeland House, 15 Carfax, Horsham, West Sussex RH12 1ER **("the Owner")**

(4) **MAGNET CAPITAL LIMITED** incorporated and registered in England and Wales with company number 11172633 whose registered office is at Ground Floor, Cooper House, 316 Regents Park Road, London, N3 2JX **("the Mortgagee")**

BACKGROUND

(A) The Owner is the freehold owner of the Land under Land Registry title number WSX428426.

(B) The Land is subject to a legal mortgage in favour of the Mortgagee.

(C) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

(D) The District Council has made the Application to carry out the development. Title was transferred from the District Council to the Owner via a transfer of title dated 30th September 2021.

(E) The County Council is the local authority responsible for education, libraries and transport infrastructure in the area in which the Land is situated.

(F) By the Original Obligation the Planning Obligations were given to the District Council and the County Council in respect of the Development and the use of the Land.

(G) Pursuant to Section 106A of the Act the Owner has requested that the Original Obligation be varied to modify the tenure of the Affordable Housing Units and to vary the pre-commencement and infrastructure contribution triggers via application DM/25/0578.

(H) The District Council, the County Council, the Owner and the Mortgagee have agreed to enter into this Deed to vary the Original Obligation in the manner hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

For the purposes of this Deed:

Existing Definitions

1.1. The expressions defined in the Original Obligation shall have the same meaning herein (including the Background) unless they differ from the new definitions below ("the New Definitions") in which case the New Definitions shall prevail.

New Definitions

1.2. In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

Original Obligation	means the agreement dated 18th June 2020 between Mid Sussex District Council, West Sussex District Council and Mid Sussex District Council made pursuant to, inter alia, section 106 of the Act relating to the Land;
Planning Obligation	means any obligation by any party to the Original Obligation and or this Deed as the context requires and "Planning Obligations" shall be construed accordingly.

1.3. This Deed shall be construed and interpreted as a modification of the Planning Obligations in the Original Obligation and the Original Obligation shall be read and construed accordingly but for the avoidance of doubt shall remain in full force and effect other than as modified by this Deed.

1.4. All provisions of the Original Obligation regarding or relating to the interpretation or construction of the Original Obligation shall apply to the Original Obligation as varied in this Deed.

1.5. Unless otherwise specifically stated in this Deed, the modifications herein shall not absolve any party from any liability for any act or omission constituting a breach of any provisions of the Original Obligation occurring before the date of this Deed notwithstanding that the effects hereof render such act or omission lawful if they occur after the date of this Deed.

2. LEGAL BASIS

2.1. This Deed is made pursuant to:

2.1.1. Section 106A of the Act insofar as it modifies or discharges any Planning Obligation in the Original Obligation

2.1.2. Section 106 of the Act insofar as any new planning obligations are given by any party hereto; and

2.1.3. Sections 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling the District Council as local planning authority and the County Council to enter into it.

2.2. Any covenants, restrictions and requirements imposed upon the Owner under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council as local planning authority and the County Council against the Owner.

2.3. The parties hereto acknowledge and confirm that the Planning Obligations in the Original Obligation as modified hereby remain in compliance with Regulation 122 of the Community Infrastructure Levy Regulations 2010.

2.4. 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 those persons in the Land and their respective successors and assigns.

3. COMMENCEMENT

This Deed shall come into effect on the date of this Deed.

4. VARIATION TO THE ORIGINAL OBLIGATION

The District Council, the County Council, the Owner and the Mortgagee agree that:

4.1. the Original Obligation shall be varied as set out in the Schedules hereto; and

4.2. the Original Obligation shall be varied and read and construed as being subject to the terms of this Deed and as having been amended by the terms of this Deed and the terms of the Original Obligation shall otherwise continue in full force and effect.

5. COSTS

5.1. The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs of Four Thousand Pounds (£4,000) together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

5.2. The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

6. LOCAL LAND CHARGE

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

7. OWNERSHIP

The Owner warrants that no person other than the Owner [and the Mortgagee] has any legal or equitable interest in the Land.

8. MORTGAGEE CONSENT

The Mortgagee acknowledges that this Deed has been entered into with its consent and that the parts of the Land subject to the Mortgagee's charge shall be bound by the obligations contained in this Deed and that the security of its charge over those parts of the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee and any future chargee or mortgagee shall have no liability under this Deed unless they take possession of that part of the Land which is subject to their charge in which case the Mortgagee (or future chargee or mortgagee as the case may be) too will be bound by the obligations as if it were a person deriving title from the Owner.

9. NO FETTER OF DISCRETION

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

10. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

11. GOVERNING LAW

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

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

FIRST SCHEDULE

Contribution Triggers

The parties hereto agree that the Original Obligation shall be varied as follows:

1. A new definition of "Occupation Notice" shall be inserted into Clause 1.1 of the Original Obligation which shall read as follows:

   "**Occupation Notice** means the written notice confirming the Occupation Date referred to in Clause 4.4 and served in accordance with clause 15, or served by email to planningpolicy@midsussex.gov.uk and planning.applications@westsussex.gov.uk"

2. A new definition of "Occupation Date" shall be inserted into Clause 1.1 of the Original Obligation which shall read as follows:

   "**Occupation Date** means the date on which the first Dwelling is first Occupied."

3. A new Clause 4.4 shall be inserted into the Original Obligation which shall read as follows:

   "4.4 to give the Occupation Notice to the District Council and the County Council not less than 5 Working Days before the Occupation Date".

4. Paragraphs 1.1, 1.2, 1.3, 2.1, and 3.1 of the First Schedule shall be amended by deleting the words "Commencement Date" and replacing with the words "Occupation Date".

5. Paragraphs 1.4, 2.2, and 3.2 of the First Schedule shall be amended by deleting the words "Commence the Development" and replacing with the words "Occupy any Dwellings in the Development".

6. Paragraphs 1.1, 2.1, 2.3, 3.1 of the Third Schedule shall be amended by deleting the words "Commencement Date" and replacing with the words "Occupation Date".

7. Paragraphs 1.2, 2.2, 2.4, and 3.2 of the Third Schedule shall be amended by deleting the words "Commence the Development" and replacing with the words "Occupation of any Dwellings in the Development".

REPLACEMENT SECOND SCHEDULE

COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

PART ONE: AFFORDABLE HOUSING (FIRST HOMES)

The Parties hereto agree that the original second schedule shall be varied as follows

1. INTERPRETATION AND DEFINITIONS

1.1 In this Replacement Second Schedule the following expressions are in addition to the expressions in the original agreement and shall unless the context otherwise requires have the following meanings:

Additional First Homes Contribution	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 8.8 and 8.9 of this REPLACEMENT SECOND SCHEDULE, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.
Affordable Housing	means housing to include Social Rented Units and Affordable Rented Units and First Homes provided to specified eligible households whose needs are not met by the market. Affordable Housing shall: (a) meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having regard to its Allocation Scheme and the Local Connection Criteria including availability at a cost low enough for them to afford (or at rent levels

previously approved by the Responsible Officer for Housing in writing), 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 Scheme means the scheme set out in Part Two of this REPLACEMENT SECOND SCHEDULE to this Deed containing the proposals approved by the Responsible Officer for Housing for the provision of the Affordable Housing Units which scheme shall in any event comply with the Affordable Housing SPD;

Affordable Housing SPD means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25th July 2018;

Affordable Housing Units means 3 Dwellings together with a minimum of one parking space per Dwelling 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 and (where required) the Nomination Agreement and **Affordable Housing Unit** is any part of the Affordable Housing Units capable of separate occupation;

Affordable Rented Unit(s) means and Affordable Housing Unit which is rented housing let by registered providers of social housing to households who are eligible for social rented housing and shall be subject to rent controls that require a rent of no more than eighty per cent (80%) of the local market rent (including service charges and a Rentcharge where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods) AND the rent levels shall not at any time (unless otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local

	Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and **Affordable Rented** shall be construed accordingly;
Armed Services Member	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;
Compliance Certificate	means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 8.2 of this REPLACEMENT SECOND SCHEDULE applies the Eligibility Criteria (Local);
Discount Market Price	means a sum which is the Market Value discounted by at least 30%;
Disposal	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 10 of this REPLACEMENT SECOND SCHEDULE (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and **"Disposed"** and **"Disposing"** shall be construed accordingly;
Eligibility Criteria (National)	means criteria which are met in respect of a disposal of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

Eligibility Criteria (Local) means criteria published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

(a) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); or

(b) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member

Exempt Disposal means the Disposal of a First Home in one of the following circumstances:

(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph xxx shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 10 of this REPLACEMENT SECOND SCHEDULE;

First Disposal means the initial Disposal by the owner of a First Home to an owner/occupier or the District Council as applicable;

First Home means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time

Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and **First Homes** shall be construed accordingly. First Homes shall be provided and retained as First Homes in perpetuity subject to the terms of this Agreement. First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance. The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specification of the First Homes shall be permitted;

First Homes Owner means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Developer; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or

(c) a tenant or sub-tenant of a permitted letting under paragraph 9 of this REPLACEMENT SECOND SCHEDULE;

First Time Buyer means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

Income Cap (National) means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

Local Connection Criteria (First Homes) means either (a) or (b) below:

(a) criteria which are met by a person who satisfies one or more of (i) and (ii) below:

(i) is ordinarily resident within the Mid Sussex District Council's administrative area and has been for a continuous period of not less than 12 consecutive months prior to exchange of contracts for the relevant First Home; and/or

(ii) who has a close family association with the Mid Sussex District Council's administrative area by reason of a parent or child who is ordinarily resident within the Mid Sussex District Council's administrative area.

(b) such other local connection criteria as may be published by the District Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal;

Market Value means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the minimum 30% discount in the valuation;

Mortgagee (First Homes) means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home;

National Space Standard means the nationally described standard as set out in the document entitled 'Technical housing standards – nationally described space standard', March 2015 issued by the Department for Communities and Local Government (as amended from time to time) or such other successor replacement national space standard;

Occupation means occupation for the purposes permitted by the Planning 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 **Occupied** and **Occupy** shall be construed accordingly;

Occupancy Requirement

No of bedrooms per Affordable Housing Unit	Occupancy (No. of persons)	Minimum Floor Area 1 storey (excluding staircases & hallways in the case of duplex flats/coach houses/FOGS)	Minimum Floor Area 2 Storey	Minimum Floor Area 3 Storey
2	4	70m2	79m2	

Other Eligible Person means a person who shall meet the Eligibility Criteria (National) and unless paragraph 9.2 of this REPLACMENT SECOND SCHEDULE applies, the Eligibility Criteria (Local);

Price Cap means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State;

Qualifying Trigger means in relation to this Deed including a Financial Contribution Trigger;

Registered Provider means a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing pursuant to Section 116 of that Act and who is approved in writing by the Responsible Officer for Housing;

SDLT means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

Social Rented Unit(s) means an Affordable Housing Unit which is rented housing owned and managed by local authorities and private registered providers, for which guideline target rents (including service charges and a Rentcharge where applicable) are determined through national rent regime or provided under equivalent rental arrangements as agreed inwriting with the District Council or with Homes England and the rent levels (including service charges and Rentcharges where applicable) shall not at any time (unless

otherwise agreed in writing by the Responsible Officer for Housing) exceed the maximum amount of Local Housing Allowance applicable for the size of the relevant Affordable Housing Unit and which is Occupied pursuant to a Tenancy and **Social Rented** shall be construed accordingly;

Valuer means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity;

Working Day means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England;

2. Affordable Housing

2.1 To provide the Affordable Housing Units in accordance with this Deed, the Affordable Housing Scheme and the Planning Permission and for the avoidance of doubt, 3 of the Dwellings comprised within the Development shall be Affordable Housing Units .

3 Restrictions on occupation

3.1 No Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation as First Homes and written notice of such has been received by the Responsible Officer for Housing .

3.2 In the event that the Affordable Housing Units are delivered as Social Rented Units or Affordable Rented Units, no more than 50% of the Market Housing Units shall be Occupied until the Social or Affordable Rented Units and associated land have been Transferred to a Registered Provider.

4 Provision of Information

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

5 Provisions relating to the standards of the Affordable Housing

5.1 That the Affordable Housing Units shall comply with the Occupancy Requirement and shall be constructed to a standard required to meet: -

5.1.1 the mandatory standards in relation to design, construction and accessibility required by Homes England; and

5.1.2 the standards set out in the Affordable Housing SPD; and

5.1.3 the National Space Standard and

5.1.4 the specific requirements for wheelchair accessibility

which are current at the date of the Planning Permission

and all First Homes shall also be constructed to no less than the standard applied to the Market Housing Units

6 Use of Affordable Housing Units

6.1 Subject to paragraphs 8.2, 9 and 10 that from the date of Practical Completion of the Affordable Housing Units they shall not be used or Occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Schedule.

7 Notices

Without prejudice to the provisions of paragraphs 0 to 9 the Owner and any Chargee shall comply with any statutory requirements as contained in Part 2 of the Housing and Regeneration Act 2008 and must notify the District Council immediately in writing in the event of service of any notice order or direction served made or given under Part 2 of the Housing and Regeneration Act 2008.

8 First Homes DELIVERY MECHANISM

8.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

8.1.1 the Eligibility Criteria (National); and

8.1.2 the Eligibility Criteria (Local)

8.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months after Practical Completion of the said First Homes) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 8.1.2 shall cease to apply.

8.3 Subject to paragraphs 8.6 to 8.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

8.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

8.4.1 The District Council has been provided with evidence that:

8.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 8.2 applies meets the Eligibility Criteria (Local)

8.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

8.4.1.3 the transfer of the First Home includes:

a) a definition of the "District Council" which shall be Mid Sussex District Council [1]

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 8, 9 and 10 of the Second Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

d) a copy of the First Homes Provisions in an Annexure

8.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 8.3 and 8.4.1 have been met

8.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"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 by Mid Sussex District Council of Oaklands Road, Haywards Heath, West Sussex RH16 1SS or their conveyancer that the provisions of clause XX (the First

Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

8.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner not just the first First Homes Owner may apply to the District Council to Dispose of it other than as a First Home on the grounds that either:

8.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 8.1 and 8.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months after Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 8.3 and 8.4.1; or

8.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 8.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship,

8.7 Upon receipt of an application served in accordance with paragraph 8.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price,

8.8 If the District Council is satisfied that either of the grounds in paragraph 8.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 8.6 that the relevant Dwelling may be Disposed of:

8.8.1 to the District Council at the Discount Market Price; or

8.8.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 8.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home.

8.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 8.6 above have been made out then

it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 8.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home he or she or they may serve notice on the District Council in accordance with paragraph 8.6 following which the District Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

8.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 8.8 or 8.9 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

8.11 Upon receipt of the Additional First Homes Contribution the District Council shall:

8.11.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 8.5 where such restriction has previously been registered against the relevant title

8.11.2 apply all monies received towards the provision of Affordable Housing

8.12 Any person who purchases a First Home free of the restrictions in Paragraphs 8 and 9 of the Second Schedule of this Deed pursuant to the provisions in paragraphs 8.9 and 8.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

9. FIRST HOMES USE

9.1 Each First Home shall be used only as the main residence of the First Homes Owner or any First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 9.2 – 9.5 below.

9.2 A First Homes Owner or any First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's

period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

9.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

9.4 A letting or sub-letting permitted pursuant to paragraph 9.2 or 9.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

9.5 Nothing in this paragraph 9 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

10. FIRST HOMES MORTGAGEE EXCLUSION

10.1 The obligations in paragraphs 8-9 of this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a

Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

10.1.1 such Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and

10.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 10.1.3

10.1.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs pay to the District Council the Additional First Homes Contribution.

10.1.4 following receipt of notification of the Disposal of the relevant First Home the District Council shall:

10.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 8.5; and

10.1.4.2 apply all such monies received towards the provision of Affordable Housing.

REPLACEMENT SECOND SCHEDULE

PART TWO: AFFORDABLE HOUSING SCHEME

NUMBER OF DWELLINGS	DWELLING TYPES	TENURE OF DWELLINGS	PLOT NUMBERS
3	Two Bedroom Flats	First Homes/Social	6,7 and 8

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
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCI
in the presence of:-

Authorised Officer

Executed as a Deed by
WINCH & BOAG DEVELOPMENTS
acting by Gillian Alice Winch, a direct
Shand John Winch, a director.

And:-

Shand John Winch

Executed as a Deed by
MAGNET CAPITAL LIMITED
acting by

a director/member

a director/its secre

Director

Director/Secretary