

DATED 23rd April

2026

MID SUSSEX DISTRICT COUNCIL (1)

AND

VISTRY HOMES LIMITED (2)

AND

ABRI GROUP LIMITED (3)

**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 south of Scamps Hill Lindfield West Sussex RH16 2GU

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

IKEN REF 8242

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THIS DEED is dated the

23rd

day of

April

2026

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("**the District Council**")
- (2) **VISTRY HOMES LIMITED** (Co. Regn. No. 00397634) whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY ("**the First Owner**")
- (3) **ABRI GROUP LIMITED (trading as Abri)** a Registered Society under the Co-operative and Community Benefit Societies Act 2014, no. 8537 and a charitable registered provider with the Regulator of Social Housing no. L4172, whose registered office is at Collins House, Bishopstoke Road, Eastleigh SO50 6AD ("**the Second Owner**")

BACKGROUND

- (A) The Original Obligation contained Planning Obligations which were given to the District Council in respect of the Development and the use of the Land ("**the Original Obligation Land**").
- (B) The First Owner is now the freehold owner of part of the Original Obligation Land ("**the First Owner's Land**") which is registered at the Land Registry under title number WSX409642.
- (C) The Second Owner is now the freehold owner of part of the Original Obligation Land ("**the Second Owner's Land**") which is registered at the Land Registry under title number WSX441659 and which is pending registration at the Land Registry under provisional title number WSX441660.
- (D) Pursuant to Section 106A of the Act the Second Owner has applied to modify the Original Obligation in respect of the Deed of Variation Land under reference DM/24/2905 to confirm that Market Housing Units may be used as additional affordable housing and the obligations in the Second Schedule of the Original Obligation governing the Affordable Housing Units do not apply to such Market Housing Units being used as additional affordable housing by inserting a new paragraph 1.16 to the Second Schedule of the Original Obligation.
- (E) The District Council is the local planning authority for the purposes of the Act for the area in which the Original Obligation Land and the First Owner's Land and the Second Owner's Land (to be known as the "**Deed of Variation Land**") is situated.
- (F) The Planning Obligations contained in the Original Obligation 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

- (G) The District Council, the First Owner and the Second Owner have agreed to enter into this Deed to vary the Original Obligation in the manner hereinafter appearing, such variation binding the Deed of Variation Land only.

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:

Deed of Variation Land means the plots comprised in the First Owner's Land and the Second Owner's Land and shown edged red on Plan 1 and described in the First Schedule to this Deed and which is bound by the variations to the Original Obligation contained in this Deed.

Original Obligation means the agreement dated 9 June 2017 between Mid Sussex District Council (1) West Sussex County Council (2) John David Hooper and Georgina Hooper (3) Robert John Finch and Marilyn Suzanne Finch (4) Lindfield Land Heritage Limited (5) Peter Philip Harrison and Louise Mary Harrison (6) Denton & Co Trustees Limited and Marietta Lewis-Griffiths and David John Lewis-Griffiths (7) Bright Eyes Limited (8) Simon Kenneth Hearn and John Vincent Broadbent (9) Barratt Wates (Lindfield) Limited (10) and Wates Developments Limited (11) made pursuant to, inter alia, section 106 of the Act relating to the Original Obligation Land;

Plan 1 means the plan annexed to this Deed bearing drawing reference DR-C-2911 Rev P03 and marked "Plan 1";

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.
- 1.6. 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.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8. Unless the context otherwise requires, references to clauses are to the clauses 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 to enter into it.
- 2.2. Any covenants, restrictions and requirements imposed upon the First Owner and the Second Owner under this Deed are planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council as the local planning authority against the First Owner and the Second 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.

3. COMMENCEMENT

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

4. VARIATION TO THE ORIGINAL OBLIGATION

The District Council, the First Owner and the Second Owner agree that in respect of the Deed of Variation Land only:

- 4.1. the Original Obligation shall be varied as set out in the Second Schedule 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

The Second Owner shall pay to the District Council on or before the date of this Deed the District 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. NO FETTER OF DISCRETION

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

8. 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.

9. 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

1. The Deed of Variation Land as indicatively shown edged red on Plan 1 bound by the variations to the Original Obligation contained in this Deed comprises the following plots:

Plot Number	Address 1	Address 2	Address 3	Address 4	Postcode
37	21	Juniper Place	Lindfield	West Sussex	RH16 2GW
38	18	Sage Avenue	Lindfield	West Sussex	RH16 2GS
39	19	Juniper Place	Lindfield	West Sussex	RH16 2GW
40	13	Juniper Place	Lindfield	West Sussex	RH16 2GW
46	22	Sage Avenue	Lindfield	West Sussex	RH16 2GS
47	20	Sage Avenue	Lindfield	West Sussex	RH16 2GS
48	17	Juniper Place	Lindfield	West Sussex	RH16 2GW
49	15	Juniper Place	Lindfield	West Sussex	RH16 2GW
50	9	Juniper Place	Lindfield	West Sussex	RH16 2GW
5	4	Ivy Drive	Lindfield	West Sussex	RH16 2GU
6	6	Ivy Drive	Lindfield	West Sussex	RH16 2GU
7	8	Ivy Drive	Lindfield	West Sussex	RH16 2GU
8	10	Ivy Drive	Lindfield	West Sussex	RH16 2GU
9	12	Ivy Drive	Lindfield	West Sussex	RH16 2GU

10	14	Ivy Drive	Lindfield	West Sussex	RH16 2GU
55	13	Ivy Drive	Lindfield	West Sussex	RH16 2GU
56	11	Ivy Drive	Lindfield	West Sussex	RH16 2GU
57	9	Ivy Drive	Lindfield	West Sussex	RH16 2GU
58	7	Ivy Drive	Lindfield	West Sussex	RH16 2GU
59	5	Ivy Drive	Lindfield	West Sussex	RH16 2GU
60	3	Ivy Drive	Lindfield	West Sussex	RH16 2GU
66	4	Juniper Place	Lindfield	West Sussex	RH16 2GW
67	2	Juniper Place	Lindfield	West Sussex	RH16 2GW
68	27	Ivy Drive	Lindfield	West Sussex	RH16 2GU
74	6	Juniper Place	Lindfield	West Sussex	RH16 2GW
75	23	Ivy Drive	Lindfield	West Sussex	RH16 2GU
76	25	Ivy Drive	Lindfield	West Sussex	RH16 2GU
21	21	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
22	19	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
23	17	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
24	15	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
25	13	Blossom Crescent	Lindfield	West Sussex	RH16 2GT

26	11	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
27	9	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
28	7	Blossom Crescent	Lindfield	West Sussex	RH16 2GT
97	2	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
98	4	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
99	6	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
100	8	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
101	10	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
102	12	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
103	14	Apricot Crescent	Lindfield	West Sussex	RH16 2HB
112	1	Sycamore Way	Lindfield	West Sussex	RH16 2HY
113	45	Sage Avenue	Lindfield	West Sussex	RH16 2GR
114	43	Sage Avenue	Lindfield	West Sussex	RH16 2GR

SECOND SCHEDULE

1. The parties hereto agree that the Original Obligation in respect of the Deed of Variation Land shall be varied as follows:

- 1.1 A new paragraph 1.16 shall be inserted in the Second Schedule of the Original Obligation as follows:

1.16 Nothing in this Deed restricts the use of the Market Housing Units as additional affordable housing (as defined in the National Planning Policy Framework) AND FURTHER such use of the Market Housing Units as additional affordable housing will not be subject to the obligations contained in this Second Schedule.'

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
VISTRY HOMES LIMITED
in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

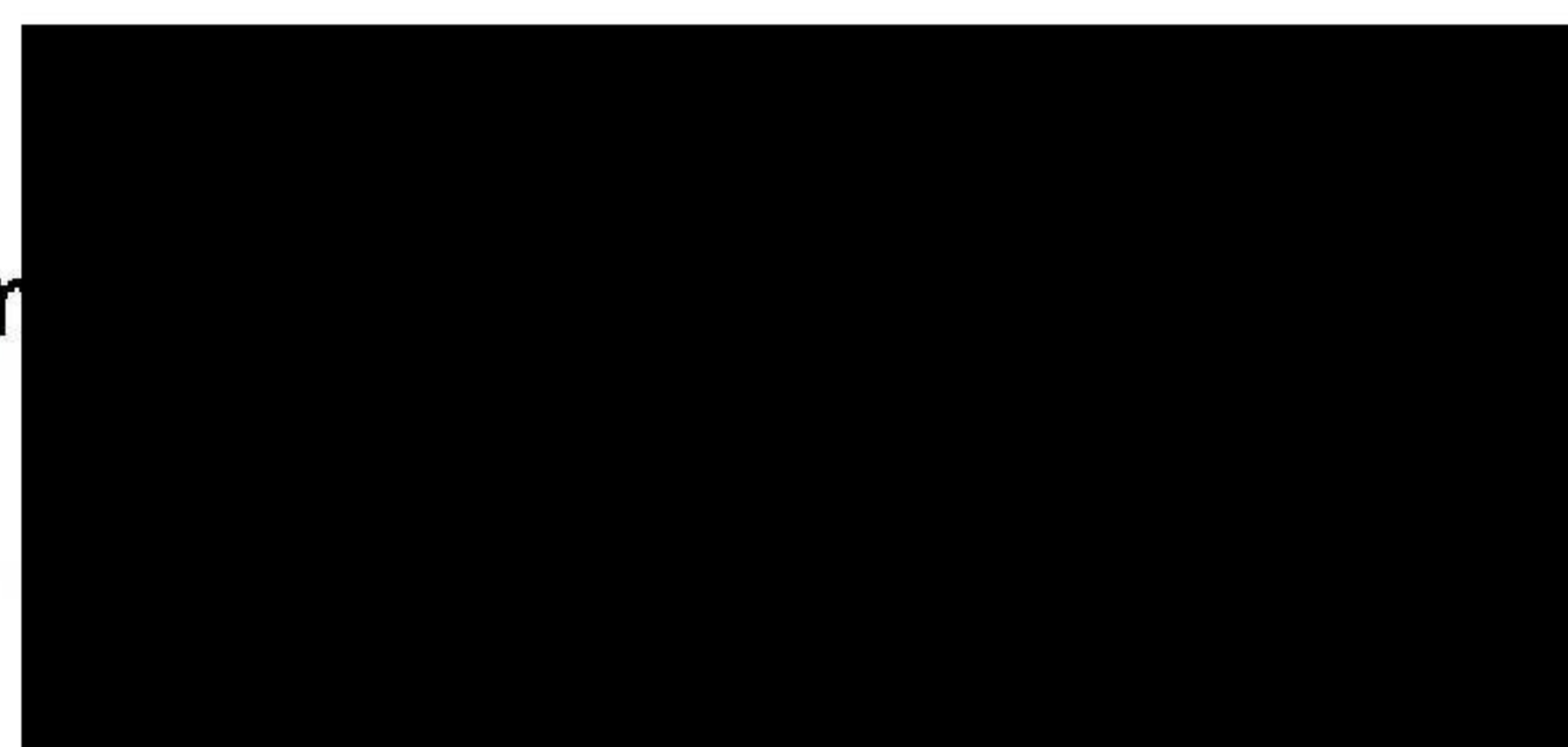
Occupation



Executed as a Deed by
affixing the Common Seal of
ABRI GROUP LIMITED
in the presence of:-

Authorised signatory **Natasha Wilson**
Head of Development Programme

Authorised signatory



2025 / 47700