

DATED 31 January 2025

(1) ARUN DISTRICT COUNCIL

And

(2) BDW TRADING LIMITED

And

(3) WEST SUSSEX COUNTY COUNCIL

Relating to

Nursery Fields, Land to the North of Chalcraft Lane, West Bersted, West Sussex
PO21 5TS

DEED OF VARIATION AND SUPPLEMENTAL AGREEMENT
PURSUANT TO SECTION 106 AND SECTION 106A OF THE
TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

THIS PLANNING OBLIGATION is made the day of **31 January** 2025
BETWEEN:-

- (1) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, BN17 5LF (the "Council")
- (2) **BDW TRADING LIMITED** (Company Registration No. 03018173) whose registered company address is Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (the "Owner")
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (the "County Council")

INTRODUCTION

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated and is the Authority by whom the planning obligations contained in this Deed are enforceable.
- (2) The Owner is the freehold owner of the Land which is registered with the Land Registry under title number WSX436748 subject to the matters recited in the Property Proprietorship and Charges Register.
- (3) On 7 September 2021 the previous owners, namely, (1) Chalcraft Associates Ltd, (2) Chalcraft Developments Ltd, (3) Rodney Michael Westlake, Anne Rosemary Westlake, John Ronald Harnett, Daniel Harnett, (4) Anthony John Lalor and Susan Carol Lalor; (5) Landform Bersted Limited (the developer); and National Westminster Bank Plc (the mortgagee) provided the Council and the County Council with the Section 106 Unilateral Undertaking in connection with application reference BE/148/20/OUT.
- (4) Subsequent to the completion of the Section 106 Unilateral Undertaking, the Council issued the First Planning Permission.
- (5) The Owner purchased the Land on 31 October 2021 and the four separate titles previously identified on the definition of Land were merged into a new single title which is now encapsulated by way of this Deed.
- (6) The Owner submitted the Application to the Council to vary the Section 106 Unilateral Undertaking. That variation revises the requirements in relation to the Self-Build Residential Units (Schedule 5 to the Section 106 Unilateral Undertaking) and introduces the tenure of First Homes into the Development, thereby varying the Affordable Housing requirements.
- (7) The Council considers that the matters contained in this Deed are:
(a) necessary to make the Development acceptable;

- (b) directly related to the Development; and,
 (c) fairly related in scale and kind to the Development
 and thus satisfy the requirements of Regulation 122 of the Regulations.
- (8) The Owner enters into this Deed in support of the Application pursuant to the provisions of the Operative Acts upon the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In this Deed the following words and expressions shall unless the context otherwise permits or requires have the following meanings:-

Words and Expressions	Meanings
"the Act"	means the Town and Country Planning Act 1990
"the Application"	means the application registered by the Council under reference number BE/37/24/PO which seeks a variation to the Section 106 Unilateral Undertaking
"the First Planning Permission"	means the planning permission granted on 8 April 2022 for up to 225 (two hundred and twenty five) residential units with associated infrastructure, open space and vehicular and pedestrian access, under planning reference number BE/148/20/OUT and appeal reference APP/C3810/W/21/3275040
"Land"	means all that land situate at and known as land on and lying to the north west of Chalcraft Lane, Bognor Regis registered at the Land Registry under title number WSX436748 as shown for identification purposes only edged with a red line on Plan 1
"Operative Acts"	means section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and sections 8, 9 and 609 of the Housing Act 1985

"Plan 1"	means the plan attached to this Deed at Appendix 4 which is identical to the plan attached to the Original Deed as Plan 1
"Plan 2"	means the plan attached to this Deed at Appendix 5 which is drawing no. 221001/SL04 Rev Z "Site Layout Tenure"
"Plan 3"	means the plan attached to this Deed at Appendix 6 which is drawing no. 221001/SL012 Rev F and is entitled Phasing Plan
"the Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"the Section 106 Unilateral Undertaking"	means the S106 Unilateral Undertaking entered into by the parties identified above at paragraph (4) of the Introduction on 7 September 2021 following which the First Planning Permission was issued

2. CONSTRUCTION OF THIS DEED:

In this Deed unless the context indicates or requires otherwise:-

- 2.1 References in this Deed to Clauses, Paragraphs and Schedules are to Clauses, Paragraphs and Schedules in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, covenant, restriction or requirement, all their obligations, covenants, restrictions or requirements can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all subordinate instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and, in the case of the Council or any other body, the successors to its statutory functions.

2.7 The headings are for reference only and shall not affect the construction or interpretation of this Deed.

2.8 Any covenant by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. LEGAL EFFECT

3.1 This Deed is a planning obligation made pursuant to Section 106 of the Act together with section 106A of the Act and its purpose is to vary the Section 106 Unilateral Undertaking with the intention that the planning obligations contained in that Section 106 Unilateral Undertaking shall continue to apply save for any variations contained within this Deed.

3.2 This Deed is enforceable against the Owner by the Council as the local planning authority for the area in which the Land is situate.

3.3 All the terms, definitions, conditions and obligations in the Section 106 Unilateral Undertaking (including, for the avoidance of doubt, any recitals or introductions) are incorporated in full in this Deed and nothing in this Deed shall vary or alter the Section 106 Unilateral Undertaking save where expressly stated otherwise in this Deed.

3.4 To the extent that this Deed contains obligations on the part of the Owner as appropriate:-

3.4.1 the said obligations shall bind the Land;

3.4.2 the said obligations shall be enforceable by the Council;

3.4.3 the said obligations shall be enforceable against the Owner, their successors in title to the Land or any part thereof and all persons deriving title to the Land or any part thereof through or under them.

4. COMMENCEMENT

4.1 This Deed shall come into effect on the date hereof.

5. VARIATION OF THE SECTION 106 UNILATERAL UNDERTAKING

5.1 The Parties agree that the Section 106 Unilateral Undertaking shall be varied as follows:-

(a) The definition of "Permission" in clause 1.2 shall be deleted and replaced with the following:

"means an outline planning permission granted by the Secretary of State pursuant to the Appeal together with the Reserved Matters Approval"

- (b) The definition of "Land" in clause 1.2 shall be deleted and replaced with the following:
"means the land at Nursery Fields, Land to the North West of Chalcraft Lane, West Bersted, PO21 5TS as shown indicatively on Plan 1 and registered at the Land Registry under title number WSX436748"
- (c) A definition of "Reserved Matters Approval" shall be inserted at clause 1.2 in the following form:
"means the approval granted on 10 August 2023 by the Council pursuant to the Reserved Matters Application"
- (d) A definition of "Reserved Matters Application" shall be inserted at clause 1.2 in the following form:
"means the application for reserved matters submitted by the Owner and validated by the Council and allocated reference number BE/1/23/RES"
- (e) Clause 6.5.2 shall be deleted and replaced with the following:
"any Self-Builders (as defined in Schedule Five) save that the obligations in Schedule Five shall be enforceable against any Self-Builders in their capacity as the builders of the relevant Self-Build Residential Units (as defined in Schedule Five)"
- (f) Clause 6.6 shall be deleted in its entirety.
- (g) Schedule 2 (Affordable Housing Obligations) shall be deleted and replaced with the new Schedule 2 attached at Appendix 1 hereto.
- (h) Schedule 5 (Self-Build House-Building) shall be deleted and replaced with the new Schedule 5 attached at Appendix 2 hereto.
- (i) A new Schedule 6 (First Homes) in the form attached hereto at Appendix 3 shall be inserted after Schedule 5.

6. CONTINUATION OF THE TERMS OF THE SECTION 106 UNILATERAL UNDERTAKING

- 6.1 The Parties agree that, with effect from the date hereof, the Section 106 Unilateral Undertaking 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 Section 106 Unilateral Undertaking shall continue in full force and effect.

7. COSTS

- 7.1 The Owner covenants with the Council to pay at or prior to the completion of this Deed, the sum of £2,750.00 (two thousand seven hundred and fifty pounds) being the Council's reasonable legal costs

and disbursements in connection with this Deed.

- 7.2 The Owner covenants with the County Council to pay at or prior to the completion of this Deed the sum of £750.00 (seven hundred and fifty pounds) being the County Council's reasonable legal costs and disbursements in connection with this Deed.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 8.1 Unless expressly stated to the contrary, the provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

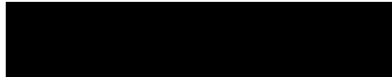
9. GOVERNING LAW AND JURISDICTION

- 9.1 This Deed shall be governed by and interpreted in accordance with the laws of England and the Parties submit to the jurisdiction of the courts of England.

10. LOCAL LAND CHARGE

- 10.1 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

IN WITNESS whereof the parties hereto have executed and delivered this document as a Deed in the presence

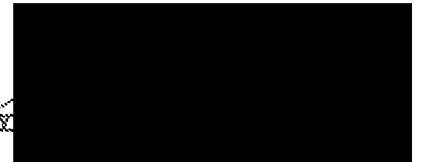


ADAM
QUAYLE EXECUTED as a DEED by
~~ADAM QUAYLE~~ and ROSS SNOW of
BDW TRADING LIMITED
acting under a Power of Attorney dated
24 April 2024

In the presence of:

Witness signature:
Witness name:
Witness address:

Signature of Attorney:



*Adam Quayle
Ross Snow
Sympson (Ch), Lee & Partners*

Signature of Attorney:

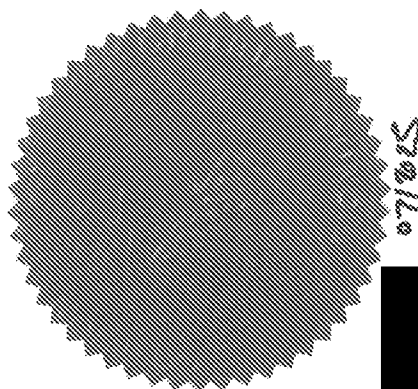


Witness signature:
Witness name:
Witness address:

*Adam Quayle
Ross Snow
Sympson (Ch), Lee & Partners*

THE COMMON SEAL of
ARUN DISTRICT COUNCIL
was hereunto affixed
in the presence of:-

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)
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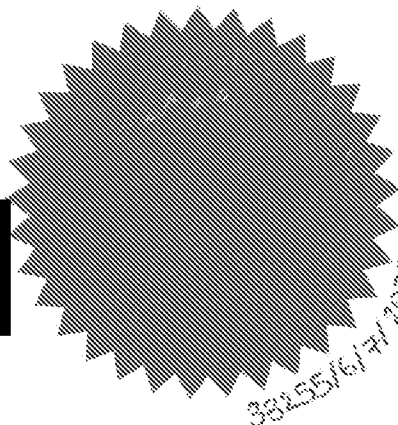
AUTHORISED SIGNATORY

THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed
in the presence of:

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AUTHORISED SIGNATORY



APPENDIX 1

SCHEDULE TWO

AFFORDABLE HOUSING OBLIGATIONS

DEFINITIONS

"Affordable Housing"	means any form of housing including Affordable Housing Units provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for any subsidy to be recycled for alternative affordable housing provision;
"Affordable Housing Land"	means those parts of the Land forming part of the relevant Phase upon which the Owners are to construct or procure the construction of the Affordable Housing Units in that Phase and including all curtilage thereto;
"Affordable Housing Unit(s)"	means a Residential Unit to be constructed in accordance with the Permission (together with associated car parking spaces) and used for the purposes of Affordable Housing either as an Affordable Rent Unit or an Intermediate Unit;
"Affordable Housing Programme"	means a written programme submitted as part of a planning application that proposes Residential Units for approval by the Council showing how the Affordable Housing Units will be delivered in the Development and which shall include the following details: (a) the proposed number of Affordable Housing Units in the Development; (b) the proposed distribution of Affordable Housing Units within the Phases of the Development; (c) the proposed size, type and tenure mix of the Affordable Housing Units; and the approved Affordable Housing Programme may be amended or substituted from time to time provided that the Council first agree to such amendment or substitution in writing.
"Affordable Housing Statement"	means a statement to be submitted by the Owner to the Council with each planning application that provides for any Residential Units setting out how the Residential Units proposed in that planning application contribute to the delivery of the Affordable Housing

	Programme and the relevant Phase Specific Affordable Housing Delivery Plan;
"Affordable Rent"	means the sum of the rent element and the Service Charge payable from the date of first occupation in respect of the relevant Affordable Rent Unit which shall not exceed the lower of (a) 80% (eighty per cent) of the Market Rent or (b) the Local Housing Allowance Levels, SAVE THAT such rent may be increased annually by an amount equal, by percentage, to the change in the CPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 1% (one per cent)) for the relevant year or such other rental basis as may be agreed by the Council provided that the increase in inflation (plus the additional 1% (one per cent) where applicable) shall not in any circumstances require a rent which when added to the Service Charge results in a total sum in excess of (a) 80% (eighty per cent) of Market Rent or (b) the Local Housing Allowance level at the time of payment;
"Affordable Rent Occupier"	means an Eligible Person who occupies an Affordable Rent Unit;
"Affordable Rent Unit"	means those Affordable Housing Units let at Affordable Rent;
"Arun District Council Allocations Policy"	means " <i>Housing Allocations Scheme 2012 (Amended 2014, 2016, 2017 & 2018)</i> " produced by the Council's Housing Services Department, and as may be amended or substituted from time to time;
"Chargee"	means any mortgagee or chargee of the Registered Provider or other party who has provided loan facilities to the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including any housing administrator;
"Eligible Person(s)"	means: a) in relation to Affordable Rent Units, a person (or persons): a. with no ownership or part ownership in any other residential property which they would be able to occupy; and b. who is unable to resolve their needs in the local private sector market because of the relationship between housing costs and income; and c. with a Local Connection;

	b) in relation to Intermediate Units, means a person (or persons): a. with a Local Connection; and b. with no ownership or part ownership in any other residential property which they would be able to occupy; and c. who is able to demonstrate they have an annual household income of less than £80,000 (eighty thousand pounds) (or such other prevailing Homes England/Government rate to be applicable for Intermediate Ownership Units).
"First Homes"	means the Affordable Housing Units which are to be disposed of in accordance with Schedule 6 to this Deed
"HE"	means Homes England (or its successor in function from time to time);
"Intermediate Unit(s)"	means any of the following: • Shared Ownership Units; • Intermediate Sale Units; • Intermediate Rent Units; and • any other form of intermediate tenure as may be agreed by the Council, in particular having regard to any Affordable Housing tenure types as may be required by or promoted by the Government from time to time (including for the avoidance of doubt "First Homes");
"Intermediate Rent Units"	means Affordable Housing Units made available by a letting/managing organisation approved by the Council at rents which do not exceed 80% (eighty per cent) of Market Rent (including service charges);
"Intermediate Sale Units"	means Affordable Housing Units which are provided as low-cost homes for sale or for sale and which may include dwellings made available on a shared equity basis or for sale at no more than 80% (eighty per cent) of Open Market Value;
"Local Housing Allowance Levels"	means the rental allowance rate for a property of the size and in the location of the relevant Affordable Rent Unit calculated by reference to the local housing allowance tables maintained by the Valuation Office Agency (or such equivalent means of calculation that may vary or replace it) as updated from time to time;

"Local Connection"	means the local connection as defined in the Council's Allocations Policy;
"Market Rent"	means an assessment of the best rent reasonably obtainable for a letting of an interest in property on the date of valuation assuming: (a) a willing landlord and a willing tenant; (b) an arm's length transaction; (c) that, prior to the date of valuation, there had been a reasonable period for the proper marketing of the interest, for the agreement of the rent and other letting terms, and for the completion of the letting; (d) that the lease terms are appropriate for a letting of the type and class of the subject property; (e) that both parties to the transaction had acted knowledgeably prudently and without compulsion; and (f) that the terms of this Schedule are disregarded;
"Nominations Agreement"	means a nominations agreement between the Registered Provider and the Council affording the Council nomination rights in respect of the relevant Affordable Rent Unit and to be in the form, or substantially in the form, to that which is appended at Appendix 2 of this Schedule;
"Open Market Value"	means the open market value of the Affordable Housing Units with the benefit of the Permission but disregarding the fact that the Affordable Housing Units are constructed or are to be constructed for Affordable Housing purposes and assuming that there are no Affordable Housing restrictions thereon and further assuming that all the said units are private and available for sale on the open market and having regard to all other relevant circumstances;
"Phase Specific Affordable Housing Delivery Plan"	means Plans 2 and 3 appended hereto at Appendix 5 and 6 for the delivery of Affordable Housing Units (and any amendments to such plan as may be agreed from time to time) which plan shall be generally consistent with the Affordable Housing Programme (although minor deviations may be acceptable at the discretion of the Council) and shall contain the following: (a) the proposed location (per building) and distribution of Affordable Housing Units within the Phase in question; (b) the proposed size, type and tenure mix of the Affordable Housing Units within the Phase in question, including specifically:

	a. those Affordable Housing Units in that Phase which are to be for Affordable Rent; b. those Affordable Housing Units in that Phase which are to be Intermediate Units; c. those Affordable Housing Units in that Phase which are to be First Homes; (c) proposals for the management of the Affordable Housing Units in that Phase; (d) the timetable for the transfer of the relevant Affordable Housing Land in that Phase to a Registered Provider; and, in all cases, must demonstrate compliance with the terms set out in this Schedule;
"Protected Tenant"	means any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Affordable Housing Unit; or (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit that is subject to the Shared Ownership Lease
"Registered Provider"	means any company or organisation whose aim or function includes the provision and management of affordable housing and which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).
"Service Charge"	means the amount payable by the occupant of any Affordable Housing Unit for all communal services repairs maintenance improvements insurance of the building and curtilage plus estate management costs and ground rent to the extent that the costs have been reasonably incurred and remain at a reasonable level that will remain affordable for occupants;

"Service Media"	means the sewers, drains, watercourses, pipes, cables, wires, channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;
"Services"	means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;
"Shared Ownership Lease"	means a lease substantially in a form approved or published by Homes England whereby the tenant having paid an initial premium calculated by reference to no more than 50% (fifty per cent) of the Open Market Value of the particular Affordable Housing Unit pays a rent in respect of the remaining equity held by the owner plus (if appropriate) a reasonable service charge and whereby the occupier may in successive tranches purchase up to 100% (one hundred per cent) of the equity in the dwelling PROVIDED THAT the rent per annum will: (a) initially be at a level not exceeding 2.75% (two point seven five per cent) of the full Open Market Value of the HARP's retained share of the relevant dwelling; and (b) be permitted to be increased annually by an amount equal, by percentage, to the change in the RPI between the figure published in the September immediately before the rent review and the figure published in the preceding September (plus a maximum of 0.5% (half a per cent)) for the relevant year or such other increase as may be permitted by applicable government guidance from time to time.
"Shared Ownership Occupier"	means an Eligible Person who occupies a Shared Ownership Unit which he/she is part renting and part purchasing under a Shared Ownership Lease;
"Shared Ownership Units"	means any Affordable Housing Units disposed of subject to a Shared Ownership Lease and to a Shared Ownership Occupier;
"Staircasing"	means in connection with the Shared Ownership Units the acquisition after the date of the initial purchase by the occupier of additional tranches of equity within the said unit until such time as the individual occupier retains 100% (one hundred per cent) of the equity in the said unit at which point they will be said to have "Staircased";
"Transfer Price"	means a consideration that allows the HARP: (a) to provide the Affordable Rent Units at an Affordable Rent in accordance with paragraph 5 of this Schedule; and

	(b) to provide the Shared Ownership Units in accordance with paragraph 3 of this Schedule;
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OBLIGATIONS

The Owners covenant with the Council as follows:

1 Amount, size and tenure type of Affordable Housing

Provision across Development

- 1.1. In accordance with the provisions of this Schedule, to provide:
 - 1.1.1 no less than 67 (sixty seven) of the Residential Units across the Development as Affordable Housing Units;
 - 1.1.2 45(forty-five) of the Affordable Housing Units as Affordable Rent Units;
 - 1.1.3 20(twenty) of the Affordable Housing Units as First Homes;
 - 1.1.4 Two(2) of the Affordable Housing Units as Intermediate Units;
 - 1.1.5 The Affordable Housing Units in accordance with:
 - 1.1.5.1. the Affordable Housing Programme; and
 - 1.1.5.2. the relevant Phase Specific Affordable Housing Delivery Plan.
- 1.2. To submit a planning application that includes the Affordable Housing Programme for approval by the Council;
- 1.3. Not to submit the planning application which includes Residential Units unless the planning application includes the Affordable Housing Programme;
- 1.4. Not to Commence any Residential Units until the Affordable Housing Programme has been approved by the Council;

Detailed Provision

- 1.5. Subject always to paragraph 1.6 of this Schedule, the Owners must not submit any planning application that proposes Residential Units in a Phase unless a Phase Specific Affordable Housing Delivery Plan has been submitted to the Council for approval in respect of that Phase and must not Commence any Residential Unit in that Phase until a Phase Specific Affordable Housing Delivery Plan for the Phase in question has been approved by the Council.
- 1.6. Notwithstanding the terms set out in paragraph 1.5 of this Schedule, and subject always to the provisions in paragraph 1.1 and 1.8 of this Schedule, where the requirement for Affordable Housing Units still remains, each Phase which contains Residential Units must provide at least 25% (twenty five per cent) of the Residential Units in that Phase as Affordable Housing Units and any approved Phase Specific Affordable Housing Delivery Plan must always satisfy this requirement, as a minimum, but the actual approved provision of Affordable Housing Units for a Phase in question shall, to the extent it may be higher than 25% (twenty five per cent) of the Residential Units in that Phase, be subject to the Council's approval as part of the relevant Phase Specific Affordable Housing Delivery Plan.
- 1.7. With each planning application that includes Residential Units, the Owner must submit an Affordable Housing Statement to the Council with that planning application.

- 1.8. The final Phase (which includes Residential Unit) to be Commenced must include Affordable Housing Units in a quantum which when aggregated with the Affordable Housing Units provided or to be provided in all previous Phases, complies with the requirements in paragraph 1.1 of this Schedule for the Development as a whole.

2. Delivery of Affordable Housing

- 2.1. Not to Occupy nor permit the Occupation of more than 50% (fifty per cent) (rounded to the nearest Open Market Unit) of the Open Market Units in a particular Phase until:

- 2.1.1 100% (one hundred per cent) of the Affordable Housing Units in that Phase (as shown in the approved Affordable Housing Programme) have been constructed; and
- 2.1.2 the unencumbered freehold of the Affordable Housing Land upon which the Affordable Housing Units referred to in paragraph 2.1.1 of this Schedule are constructed has been transferred to the Registered Provider with full title guarantee for not more than the Transfer Price subject to the rights covenants and Staircasing provisions contained in this Schedule and ready for immediate Occupation.

- 2.2. Each transfer to the Registered Provider pursuant to paragraph 2.1.2 of this Schedule shall include:

- 2.2.1 a grant of full and free rights of access both pedestrian and vehicular from the public highway or roads intended to become public highway to the Affordable Housing Units;
- 2.2.2 a grant of full and free rights to the passage of Services through Service Media on the Development up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and
- 2.2.3 as far as reasonably possible the benefit of the same rights covenants obligations and other provisions as shall apply to the Open Market Units.

3. General

- 3.1. Not to Occupy or permit the Occupation of the Affordable Housing Units for any purpose other than as Affordable Housing.

4. Intermediate and Shared Ownership Units

- 4.1. Not to use, Occupy or otherwise permit the Occupation of the Intermediate Units for any purpose other than as Intermediate Units.
- 4.2. Not to use, Occupy or otherwise permit the Occupation of any Intermediate Unit which is to be disposed of as a Shared Ownership Unit for any purpose other than as Shared Ownership Units and to be Occupied by a Shared Ownership Occupier.
- 4.3. The Shared Ownership Units shall be disposed of subject only to a Shared Ownership Lease.
- 4.4. The Shared Ownership Units shall be provided for and affordable to Shared Ownership Occupiers taking into account all mortgage costs, rent and Service Charge relating to such Shared Ownership Units.
- 4.5. The initial premium to be paid under a Shared Ownership Lease shall be no more than 50% (fifty per cent) of the Open Market Value of the particular Affordable Housing Unit PROVIDED THAT if

the Owner can demonstrate to the satisfaction of the Council (acting reasonably) that such a cap overly restricts the ability of the Owner to find Shared Ownership Occupiers, the Owner and the Council (acting reasonably) can agree to a higher initial premium.

5. Affordable Rent Units

- 5.1. Not to use, Occupy or otherwise permit the Occupation of the Affordable Rent Units for any purpose other than as Affordable Rent Units.
- 5.2. Not to let or otherwise permit the letting of any Affordable Rent Unit to any person other than in accordance with the following:
 - 5.2.1 at an Affordable Rent in respect of each Affordable Rent Unit;
 - 5.2.2 to an Affordable Rent Occupier;
 - 5.2.3 that the rent at each re-letting is calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.
- 5.3. To procure entry into a Nominations Agreement between the Registered Provider and the Council prior to Occupation of the Affordable Rent Units and not to Occupy or permit Occupation of any Affordable Rent Unit until a Nominations Agreement has been entered into with the Council.
- 5.4. Not to dispose of or let the Affordable Rent Units otherwise than in accordance with the Nominations Agreement.

6. Release of affordable housing provisions

- 6.1. The restrictions set out in this Schedule shall not apply to the following:
 - 6.1.1 any Protected Tenant or any successor in title to a Protected Tenant;
 - 6.1.2 any mortgagee or chargee of a Protected Tenant or other party who has provided loan facilities to the Protected Tenant or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise;
 - 6.1.3 any purchaser from any of the parties named in paragraphs 6.1.1 and 6.1.2 of this Schedule of an individual Affordable Housing Unit;
 - 6.1.4 a Chargee who seeks to dispose of the whole or any part of the Affordable Housing Land where there has been a bona fide default by the Registered Provider of the terms of such mortgage or financial charge PROVIDED THAT the Chargee shall prior to seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 (two) months' prior written notice to the Council of its intention to dispose; and
 - 6.1.4.1. in the event that the Council responds within six (6) weeks from receipt of the notice referred to above indicating that arrangement for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

6.1.4.2. if the Council does not serve its response to the notice referred to above within six (6) weeks of receipt of the said notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule which shall from the time of completion of the disposal permanently cease to apply;

6.1.4.3. if the Council cannot within 2 (two) months of the date of service of its response under paragraph 6.1.4.1 of this Schedule complete such a transfer (which, for the purpose of this paragraph, shall mean completion of the transfer document and not registration at the Land Registry) then provided that the Chargee shall have complied with its obligations under this paragraph 6.1.4 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule which shall from the time of completion of the disposal permanently cease to apply;

PROVIDED THAT nothing in this paragraph 6.1.4 shall require the Chargee to transfer the Affordable Housing Units for less than all sums due to the Chargee pursuant to the terms of its charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

Schedule 2 - Appendix 1

Council's List of Approved Providers

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills, Head of Development (New Projects) [REDACTED]	Upton House, 7 Perrymount Rd, Haywards Heath, RH16 3TN	[REDACTED]
The Guinness Partnership	Claudette Rawlinson, New Business Manager [REDACTED]	33 East Street Havant PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125 - 135 Preston Road Brighton BN1 6AF	[REDACTED]
Worthing Homes	Damian Haley, Development Manager [REDACTED]	Davison House North Street Worthing BN11 1ER	[REDACTED]
Stonewater	Jacqueline Burton, Development Officer [REDACTED]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Mona Johansson, Programme Manager [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham RH12 1DT	[REDACTED]
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames KT1 4BH	[REDACTED]
Aster Group	Edward Till Development Manager [REDACTED]		[REDACTED]
Arun District Council	Moh Hussein Interim Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	[REDACTED]
National Community Land Trust Network	Any Community Land Trust operating within the District of Arun, which is also a member of this network (NCLTN)	National CLT Network 7-14 Great Dover Street, London, SE1 4YR	[REDACTED]

Schedule 2 - Appendix 2

District Council's Precedent Nominations Agreement

THIS AGREEMENT OF NOMINATION RIGHTS is made on
BETWEEN

20[]

(1) [·][] of [·][] ; and

(2) **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road, Littlehampton, West Sussex
BN15 7LF (the "**Council**")

1. DEFINITIONS

In this Agreement :

"Initial Let" means the first tenancy of such newly constructed and previously unoccupied Rented Unit.

"Nominee" means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.

"Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.9 (as may be updated from time to time in accordance with clause 3.15).

"Property" means the land as shown edged red on the attached plan.

"Registered Provider" means any company or organisation whose aim or function includes the provision and management of affordable housing and which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

"Rented Units" means the [xx] residential units in the form of houses shown indicatively shaded [xx] on the attached plan.

"Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.9.

"Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the Registered Provider and containing terms which accord with the form of Tenancy Agreement being used by the Registered Provider from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within five(5) weeks from the date of this Agreement) the function of such notice being the notification to the Council by the Registered Provider that the construction and fitting out of the Rented Unit is completed.

"Void" means a Rented Unit which is vacant otherwise than as a result of the tenant having:

- (a) moved to other accommodation either by transfer or decant provided by the Registered Provider;

- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the Registered Provider to the Council (in a form to be agreed between the Registered Provider and the Council within five(5) weeks from the date of this Agreement) the function of such a notice being the notification to the Council of a Void.

2. ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local Government Act 1972, s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3. PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

- 3.1 The Registered Provider shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The Registered Provider shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 10(ten) working days of receipt of a Vacancy Notice serve upon the Registered Provider the Nomination List setting out a list of Nominees
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - (a) specify the appropriate category of Rented Unit to which it relates; and
 - (b) indicate the priority for the housing of the Nominees.
- 3.5 The Registered Provider shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10(ten) working days of receipt of the Vacancy Notice.
- 3.6 The Registered Provider shall within five(5) working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five(5) working days of receipt of the Registered Provider's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the Registered Provider's offer and the Registered Provider shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the Registered Provider's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the Registered Provider shall make an offer to a third Nominee and the procedure set out in clauses 3.5 and 3.6 shall apply but in the event of such third selected Nominee failing to accept the

Registered Provider's offer of a Tenancy Agreement within the prescribed time limits the Registered Provider shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.

- 3.9 *The Registered Provider's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.*

Void

- 3.10 *Should a Rented Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case:*

(a) the Registered Provider shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

(b) within 10(ten) working days of receipt of the said notice the Council shall serve upon the Registered Provider the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 1.

- 3.11 *The Registered Provider shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10(ten) working days of receipt of the Void Notice.*

- 3.12 *Upon receipt of the Nomination List referred to in clause 3.10 the Registered Provider shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.*

- 3.13 *The Registered Provider shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75% (seventy five per cent) of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.*

Provision of information and alteration of lists

- 3.14 *The Registered Provider shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:*

3.14.1 *a Nominee or Subsequent Nominee failing to view a Rented Unit within 10(ten) working days of an offer being made;*

3.14.2 *a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;*

3.14.3 *a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;*

3.14.4 *a person accepting an offer of a tenancy from the Registered Provider;*

3.14.5 *the Registered Provider rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.*

- 3.15 *In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.*

- 3.16 *Within 10(ten) working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the Registered*

Provide the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 1.

- 3.17 *If the Council shall within the period mentioned in clause 3.16 notify the Registered Provider that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the Registered Provider of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.*
- 3.18 *The Registered Provider shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.*
- 3.19 *On 1 April, 1 July, 1 October and 1 January in each year the Registered Provider shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the Registered Provider and the Council.*
- 3.20 *The Registered Provider shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the Registered Provider the grant of a Tenancy Agreement to such Nominee would be in contravention of the Registered Provider's registered rules or its letting criteria.*
- 3.21 *The Council shall immediately notify the Registered Provider in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.*
- 3.22 *When calculating percentage for the purposes of this Agreement percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.*
- 3.23 *The Council and the Registered Provider agree that the nomination rights contained in this Agreement may be varied from time to time but only by Agreement in writing by the parties.*

4 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5 TRANSFERS TO OTHER REGISTERED PROVIDERS

The Registered Provider shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Regulator of Social Housing (or any successor organisation) under its statutory powers shall enter into a similar Agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to

be agreed between the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8 COSTS

The Registered Provider agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

9.1 *nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers; and*

9.2 *the obligations contained in this Agreement are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.*

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it

APPENDIX 2

SCHEDULE FIVE

SELF-BUILD HOUSEBUILDING

DEFINITIONS

"Genuine Offer"	means a formal offer in writing to purchase a Self-Build Housing Plot which is reasonable and in line with existing open market values
"Prepared and Serviced Sites"	means in relation to the Self-Build Housebuilding Plots: (a) a clean and tidy site with all rubbish and other unnecessary paraphernalia removed; (b) having connections for mains water, sewerage, electricity and tele-communications appropriate to the proposed use of the relevant land and adequate for the purposes of the prospective users of such land, either at the boundary of the site of the relevant facility or reasonably proximate to it to enable connections to be made thereto; and (c) with sufficient vehicular and pedestrian access from a public highway;
"Plot Specification Reservation Form"	means a reservation form completed by a prospective Purchaser which specifies the following: (i) Arrangement of proposed ground floor layout; (ii) Arrangement of proposed first floor layout; (iii) Position of windows and doors; and (iv) Location of kitchens and bathrooms/washrooms;
"Self Builders"	means an individual, an association of individuals or persons working with or for individuals or associations of individuals who construct dwellings to be occupied as homes by those individuals and are registered on the Self-Build Housebuilding Register;
"Self-Build Housebuilding"	means self-build and custom housebuilding as defined in section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);
"Self-Build Housebuilding Plot(s)"	means a plot or plots within the Development which collectively are of a sufficient land area to comprise not less than 5%(five per cent) of the total Residential Units, the location of which is generally shown on the Self-Build Housing Plot Plan and precisely shown on the relevant Phase Specific Self-Build Housing Plot Plan;

"Self-Build Housing Plot Plan"	means a plan showing the general proposed location in the Development of the Self-Build Housebuilding Plot(s);
"Self-Build Housebuilding Register"	means the Council's register of people interested in acquiring land for Self-Build Housebuilding maintained pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016);
"Self-Build Housebuilding Marketing Plan"	means a detailed marketing plan setting out how the Owner will market and make available the Self-Build Housebuilding Plot(s), to people on the Self-Build Housebuilding Register for the purposes of Self-Build Housebuilding in accordance with the Self-Build and Custom Housebuilding Act 2015 (as amended from time to time) and Self-Build and Custom Housebuilding Regulations 2016 (as amended from time to time) and which must include: 1) the proposed methods of marketing; 2) the way in which the land in question will be valued, by which independent valuers, and a commitment to ensure the offer price is reasonable and in line with open market value and standards; 3) the proposed marketing period (which must be no less than 6(six) months, commencing no earlier than the date of Commencement of Phase 2 (as identified on the Phasing Plan)); 4) monitoring and review provisions during the duration of the marketing period which may increase the reach of the marketing to as many Self-Builders (as per definitions above) as possible; 5) confirmation of the requirements for the Self-Build Residential Units in terms of parking, the provision of services/utilities to be used, which shall clearly be set out in the marketing material, and 6) reporting procedure to the Council to provide periodic updates on the marketing exercise with provision of supporting evidence as may reasonably be required;
"Self-Build Residential Units"	means Residential Units constructed or to be constructed by Self Builders;
"Transfer"	means a transfer of the freehold interest or grant of a long leasehold interest of no less than 99 (ninety nine) years and "Transferred" will be construed to mean the date on which such transfer legally occurred;

OBLIGATIONS

1. Self-Build Housebuilding

1.1. The Owner covenants to the Council:

- 1.1.1 Prior to Commencement of the Development, to submit to the Council for its approval, the Self-Build Housing Plot Plan and not to Commence Development until the Council has approved the same.

- 1.1.2 The Owner of the Self-Build Housebuilding Plot shall be required to gain any requisite consents.
 - 1.1.3 The Owner shall provide the Self-Build Housebuilding Plot(s) as Prepared and Serviced Sites sufficient to accommodate Self-Build Dwellings in a quantum equal to no less than 5%(five per cent) of the Residential Units to be provided in the Development.
 - 1.1.4 The Owner shall submit a Self-Build Housing Marketing Plan to the Council for its approval and must market the Self-Build Housing Plot(s) for Self-Build Residential Units in accordance with the approved Self-Build Housebuilding Marketing Plan. For the avoidance of doubt, the approved Self-Build Housebuilding Marketing Plan shall apply to all Self-Build Housing Plot(s) irrespective of its location/Phase.
 - 1.1.5 If, despite marketing in accordance with the approved Self-Build Housebuilding Marketing Plan, the Owner is unable to secure a Transfer of any of the Self-Build Housebuilding Plots within 6(six) months of commencing marketing of the plot in question or has not received a Genuine Offer to purchase a Self-Build Housing Plot within 6(six) months of commencing marketing of the plot then those Self-Build Housing Plot(s) which have not been Transferred within 6(six) months of commencing marketing, or within 5(five) months of a Genuine Offer being received (whichever is the later) may, on receipt of written confirmation from the Council that all provisions in this Schedule have been duly complied with in relation to that Self-Build Housing Plot, be used for the construction of a Residential Unit and the provisions of this Schedule shall not apply to that Residential Unit.
- 1.2. The Owner covenants to the Council that no Affordable Housing Units shall be proposed on or provided as part of any Self-Build Housebuilding Plot(s).
- 1.3. Following the Transfer of any Self-Build Housebuilding Plot in accordance with the provisions of this Schedule, the owner of the Self-Build Housebuilding Plot shall construct the Self-Build Residential Unit in accordance with all necessary consents including, for the avoidance of doubt, the requirements set out in the Self-Build Housing Marketing Plan, the Permission and any applicable planning approval.

APPENDIX 3

SCHEDULE 6

FIRST HOMES

1. **INTERPRETATION**

2. The following words and expressions below shall mean as follows:-

"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 4.8, 4.9 or 6 of this Schedule, the lower of the following two amounts: a. 30%(thirty per cent) 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 and expenses 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.
"Phase Specific Affordable Housing Delivery Plan"	Has the same meaning as in Schedule 2 of this Deed;
"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 Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and, unless paragraph 4.2 of this Schedule applies, the Eligibility Criteria (Local)
"Discount Market Price"	means a sum which is the Market Value discounted by at least 30% (thirty per cent)
"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 5

	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 purchase 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 (if any) published by the 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'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 (Local) (if any); and b. any or all of criteria (i) (ii) and (iii) below are met: i. 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); and/or ii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or iii. the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker
"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 8 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 5 of this Schedule
"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
"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. the freehold a tenant or sub-tenant of a permitted letting under paragraph 5 of this Schedule
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home
"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
"Key Worker"	means: such categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and 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 "Key Worker" criteria which shall apply to that disposal

"Local Connection Criteria"	such local connection criteria as may be designated and published by the 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 criteria or 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 it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria
"Market Value"	means the open market value as assessed in accordance with Appraisal and Valuation Manual of the RICS (the Red Book)
"Mortgagee"	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
"Open Market Unit"	means any Dwelling which is not a First Home or Affordable Housing
"Practical Completion"	means the stage reached when the construction of a First Home is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"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
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function
"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

1 OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

1.1 paragraphs 2, 3 and 4 of this Schedule shall not apply to a First Homes Owner;

1.2 paragraphs 5 and 6 of this Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

1.3 paragraph 7 of this Schedule applies as set out therein.

2. QUANTUM OF FIRST HOMES

2.1 9%(nine per cent) of the Residential Units on the Site (rounded up or down to the nearest whole Dwelling shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Programme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3 TYPE AND DISTRIBUTION

The mix of First Homes provided within the Site shall be in accordance with the Affordable Housing Mix.

4 DELIVERY MECHANISM

4.1 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:

4.1.1 the Eligibility Criteria (National); and

4.1.2 the Eligibility Criteria (Local) (if any).

4.2 If after a First Home has been actively marketed for three (3) months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 4.1.2 of this Schedule shall cease to apply.

4.3 Subject to paragraphs 4.6 to 4.10 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% (fifty per cent) of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

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

4.4.1 the Council has been provided with evidence that:

4.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 of this Schedule applies meets the Eligibility Criteria (Local) (if any); and

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

4.4.1.3 the transfer of the First Home includes:

- b) a definition of the "Council" which shall be Arun District Council;
- c) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 4.1 to 4.9 of Schedule 6 of the S106A Deed of Variation a copy of which is attached hereto as the Annexure."
- d) A definition of "S106A Deed of Variation" means the agreement made pursuant to Section 106A of the Town and Country Planning Act 1990 dated [] made between (1) the Council (2) BDW Trading Ltd and (3) the County Council;
- e) 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;
- f) a copy of the First Homes Provisions in an Annexure.

4.4.2 the Council has issued the Compliance Certificate and the 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 4.3 and 4.4.1 of this Schedule have been met.

- 4.5 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 Arun District Council of [address] 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"

- 4.6 The owner of a First Home (which for the purposes of this clause shall include the Developer and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

4.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 4.1 and 4.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to 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 4.3 and 4.4.1 of this Schedule; or

4.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.6.1 of this Schedule 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.

4.7 Upon receipt of an application served in accordance with paragraph 4.6 of this Schedule, the 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.

4.8 If the Council is satisfied that either of the grounds in paragraph 4.6 of this Schedule 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 4.6 of this Schedule that the relevant Dwelling may be Disposed of

4.8.1 to the Council at the Discount Market Price; or

4.8.2 (if the 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 4.10 of this Schedule which shall cease to apply on receipt of payment of the Affordable First Homes Contribution by the Council where the relevant Dwelling is disposed of other than as a First Home.

4.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 4.6 of this Schedule have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 of this Schedule serve notice on the owner setting out the further steps it requires the owner 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 has been unable to Dispose of the Dwelling as a First Home, he may serve notice on the Council in accordance with paragraph 4.6 of this Schedule following which the Council must within 28 (twenty eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

4.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 4.8 or 4.9 of this Schedule, the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

4.11 Upon receipt of the Additional First Homes Contribution the Council shall:

4.11.1 within 30(thirty) working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.5 of this Schedule where such restriction has previously been registered against the relevant title; and

4.11.2 apply all monies received towards the provision of Affordable Housing.

4.12 Any person who purchases a First Home free from the restrictions in this Schedule pursuant to the provisions in paragraphs 4.9 and 4.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

5. USE

Each First Home shall be used only as the main residence of the 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 5.1 -- 5.4 of this Schedule.

- 5.1 A 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 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.
- 5.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The 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 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.
- 5.3 A letting or sub-letting permitted pursuant to paragraph 5.1 or 5.2 of this Schedule 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.
- 5.4 Nothing in this paragraph 5 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.

6. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-5 of this Schedule 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:

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

- 6.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.3 of this Schedule; and
- 6.3 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 and expenses, pay to the Council the Additional First Homes Contribution; and
- 6.4 following receipt of notification of the Disposal of the relevant First Home, the Council shall.
 - 6.4.1 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 5.5 of this Schedule; and
 - 6.4.2 apply all such monies received towards the provision of Affordable Housing

APPENDIX 4

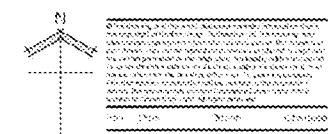
PLAN 1

The Site

APPENDIX 5

Plan 2

Drawing No. 221001/SL04 Rev AB "Site Layout Tenure"



NO.	DATE	REVISION
1	2025/07/20	ISSUED FOR PERMIT
2	2025/07/20	ISSUED FOR PERMIT
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Legend
Affordable Rent
Affordable Shared Ownership
Affordable Areas
Open Market
Fast Movers
Red Bricks

Location:
NURSERY FIELDS,
LAND NORTH OF CHAUNCEY LANE,
BOSTON
Drawing:
SEE LAYOUT
TECHNICAL



07/2025

APPENDIX 6

Plan 3

Drawing No.221001/SL012 Rev L "Phasing Plan"

