

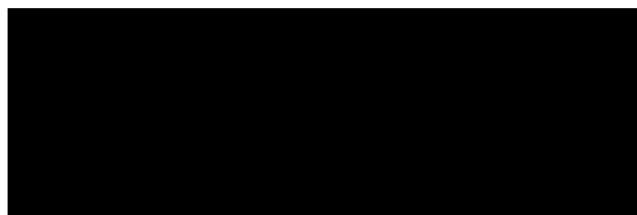
DATED 24 October

2024

- (1) DANDARA SOUTHERN LIMITED
- (2) SPARROW SHARED OWNERSHIP
- (3) ARUN DISTRICT COUNCIL
- (4) WEST SUSSEX COUNTY COUNCIL
- (5) WALBERTON PARISH COUNCIL
- (6) LEAF LIVING PROPCO LIMITED
- (7) SAGE HOMES RP LIMITED
- (8) SAGE RENTED LIMITED

DEED OF VARIATION TO S106 AGREEMENT
RELATING TO
LAND TO THE EAST OF FONTWELL AVENUE, FONTWELL

Lester Aldridge LLP
Solicitors
Real Estate Team
Alleyn House
Carlton Crescent
Southampton
Hampshire
SO15 2EU



THIS DEED is made on 24 October

2024

BETWEEN:

- | | |
|--|--|
| (1) DANDARA SOUTHERN LIMITED ("the Owner") | : incorporated and registered in England and Wales with company number 12506052 whose registered office is at Roman House South Hampshire Industrial Park, Eddystone Road, Totton, Southampton, United Kingdom, SO40 3SA |
| (2) SPARROW SHARED OWNERSHIP LIMITED ("Sparrow") | : incorporated and registered in England and Wales with company number 05489096 and Registered Provider Number 4636 whose registered office is at 5 th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA |
| (3) ARUN DISTRICT COUNCIL ("the District Council") | : of The Civic Centre, Maltravers Road, Littlehampton BN17 5LF |
| (4) WEST SUSSEX COUNTY COUNCIL ("the County Council") | : of County Hall, West Street, Chichester, PO19 1RQ |
| (5) WALBERTON PARISH COUNCIL ("WBC") | : of The Pavilion, The Street, Walberton, Arundel, BN18 0PJ |
| (6) LEAF LIVING PROPCO LIMITED ("Leaf") | : incorporated and registered in England and Wales with company number 13254167 whose registered office is at C/O Revantage Real Estate Limited, 13th Floor, Nova South, 160 Victoria Street, London, United Kingdom, SW1E 5LB |
| (7) SAGE HOMES RP LIMITED ("Sage Homes RP") | : incorporated and registered in England and Wales with company number 11217910 and Registered Provider Number 5082 whose registered office is at 5 th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA |
| (8) SAGE RENTED LIMITED ("Sage Rented") | : Incorporated and registered in England and Wales with company number 11217855 whose registered office is at 5 th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA |

BACKGROUND

- 0.1 This Deed is made under Section 106 and 106A of the Town and Country Planning Act 1990 ('the Act') and its purpose is to vary the Original Agreement

with the intention that the planning obligations contained in the Original Agreement shall also apply to development to be undertaken in accordance with the Section 73 Permission save for any variations contained within this Deed.

- 0.2 The Land (as defined in the Original Agreement) was acquired by the Owner. The Land has since been subject to transfers of part so that the Owner is now the registered proprietor of the Dandara Property.
- 0.3 Sparrow is a party to this Deed because it is the registered proprietor of the Sparrow Property having acquired those parts of the Land through the relevant Acquisition Contracts.
- 0.4 Leaf is a party to this Deed because it is the registered proprietor of the Leaf Property having acquired those parts of the Land through the relevant Acquisition Contracts.
- 0.5 Sage Homes RP is a party to this Deed because it will be the registered proprietor of the Sage Homes RP Property once the pending application to register the transfer to Sage Homes RP is approved by the Land Registry.
- 0.6 Sage Rented is a party to this Deed because it will be the registered proprietor of the Sage Rented Property once the pending application to register the transfer to Sage Rented is approved by the Land Registry.
- 0.7 The Owner has by planning application reference number WA/23/23/PO and WA/56/22/PL and dated 19 May 2022 ("the Section 73 Consent Application") applied to the District Council for permission to develop the Land in the manner and for the uses set out in the Section 73 Consent Application and in the plans specifications and particulars deposited with the Council and forming part of the Section 73 Consent Application.
- 0.8 The District Council is the Local Planning Authority for the purposes of the Act in respect of the Land.
- 0.9 The County Council is the local highway authority the education authority the library authority the social services authority and the fire and rescue authority for West Sussex.
- 0.10 The obligations in the Original Agreement as amended by this Deed of Variation are enforceable by the District Council and/or the County Council as appropriate.
- 0.11 WPC is the Parish Council for the Parish of Walberton.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

Acquisition Contracts : (a) an agreement dated 25 October 2021 and made between (1) the Owner and (2) Sage

Housing in relation to 61 affordable rent dwellings; and

(b) an agreement dated 25 October 2021 and made between (1) the Owner and (2) Sage Housing in relation to 59 shared ownership dwellings;

(c) an agreement dated 25 October 2021 and made between (1) the Owner and (2) Leaf in relation to 118 dwellings

Dandara Property : means that part of the Land registered at the Land Registry with title number WSX424175

First Deed of Variation : means the Deed of Variation dated 28 April 2023 entered into by (1) the Owner (2) the District Council (3) the County Council (4) Sage Housing and (5) Walberton Parish Council

Leaf Property : means the following:

(a) the land known as 4 to 14 (even) Dales Road, Fontwell registered at the Land Registry with title number WSX429832;

(b) the land known as 3 to 11 (odd) and 15 to 19 (odd) Old Bottle Way, Fontwell registered at the Land Registry with title number WSX429831;

(c) the land known as 38 Steeplechase Way, Fontwell and 4 to 12 (even), 1 to 25 (odd) and 35 to 39 (odd) Cob Lane, Fontwell registered at the Land Registry with title number WSX438123;

(d) the land known as 47 and 49 Steeplechase Way, Fontwell and 8 to 26 (even) Cooke Road, Fontwell registered at the Land Registry with title number WSX438124;

(e) the land known as 16 to 28 (even) Cob Lane, Fontwell registered at the Land Registry with title number WSX433410;

(f) the land known as 11 to 23 (odd) Cooke Road, 3 to 7 (inclusive) Boniface Close, Fontwell registered at the Land Registry with title number WSX442427;

(g) the land known as 1 to 7 (odd) Farrier Way, 7 to 15 (odd) Steeplechase Way, 21 to 37 (odd) Steeplechase Way, 16 to 34 (even)

Steeplechase Way and 1 Cooke Road, Fontwell registered at the Land Registry with title number WSX434389; and

- (h) the land known as 2 to 8 (even) Farrier Way, 12 to 18 (even) Farrier Way and 10 to 11 (inclusive) Billsborough Lane, Fontwell registered at the Land Registry with title number WSX434388.

MUGA : means a Multiple Use Games Area to be delivered to WPC.

Original Agreement : means the agreement made under Section 106 of the Act dated 2 December 2016 between (1) Fontwell Estates Limited (being the Developer at the time the Original Agreement was entered into) (2) The Dunhill Medical Trust (being the First Owner at the time the Original Agreement was entered into) (3) Antony Richard Saunders (being the Second Owner at the time the Original Agreement was entered into) (4) the District Council (5) the County Council and (6) Walberton Parish Council as modified by the First Deed of Variation.

Original Planning Permission : the planning permission issued by the Secretary of State for Levelling Up, Housing and Communities dated 13 July 2017 and with reference number APP/C3810/V/16/3143095 pursuant to a planning application made to the District Council with reference WA/22/15/OUT

Sparrow Property : means the following:

- (a) the land known as Flats 3, 5 and 7 Cooke Road, Fontwell registered at the Land Registry with title number WSX444154;
- (b) the land known as follows: 4, 7 and 18 Tattersalls Road; and 28, 40, 47 and 57 Connemara Crescent, Fontwell registered at the Land Registry with title number WSX434717;
- (c) the land known as follows: Flats 1-6 (inclusive) Shetland Court; Flats 1-12 (inclusive) Dartmoor Court Steeplechase Way; and Flats 1-6 (inclusive) Suffolk Court, Old Bottle Way, Fontwell registered at the Land Registry with title number WSX429821;

- (d) the land known as follows: 6-16 (even) and 9 Tattersalls Road and 30-38 (even) and 49-55 (odd) Connemara Crescent, Fontwell registered at the Land Registry with title number WSX434718;

Sage Homes RP Property : means the following:

- (a) the land known as 2-9, 11 and 15 Alfred Day Lane, Fontwell registered at the Land Registry with title number WSX436792;
- (b) the land known as 29 Cobb Lane, Fontwell registered at the Land Registry with title number WSX433534
- (c) the land known as 3-7 (odd) Cooke Road, Fontwell registered at the Land Registry with title number WSX444154;
- (d) the land known as 3 and 5 and 2-10 (even) Racecourse Close, Fontwell registered at the Land Registry with title number WSX434596
- (e) the land known as follows: 36-46 (inclusive) Steeplechase Way; and 27, 31 and 33 Cob Lane, Fontwell registered at the Land Registry with title number WSX434595;
- (f) the land known as follows: 4, 7 and 18 Tattersalls Road; and 28, 40, 47 and 57 Connemara Crescent, Fontwell registered at the Land Registry with title number WSX434717;
- (g) 6, 8, 9, 10, and 12-16 (even) Tattersalls Road, Fontwell, Arundel, BN18 0ZA and 30-38 (even), and 49-55 (odd) Connemara Crescent, Fontwell, Arundel, BN18 0ZD;
- (h) Plot 262 (9 Cooke Road, Fontwell) of which the application to register is currently pending at the Land Registry with pending title number WSX444155; and
- (i) Plot 294, 302, 303 and 304 (2-6 (even) Cooke Road, and 1 Racehorse Close, Fontwell) of which the application to register is currently pending at the

Land Registry with pending title
number WSX443973

Sage Rented Property : means the following:

- (a) the land known as follows: Flats 1-12 (inclusive) Shire Court; 2, 21 and 23 Old Bottle Way; Flats 1-6 (inclusive) Cleveland Court; 1, 2, 4 and 6 Smithy Close; and Flats 1-8 (inclusive) Clydesdale Court, Fontwell, registered at the Land Registry with title number WSX429823; and
- (b) the land known as follows: Flats 7 to 12 (inclusive) Shetland Court; and 3 Steeplechase Way, Fontwell registered at the Land Registry with title number WSX429822

Section 73 Permission : means the planning permission granted in respect of the Section 73 Consent Application

- 1.2 A reference to the Original Agreement includes any deed, agreement, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A **person** includes a corporate or unincorporated body.
- 1.5 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.6 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed.
- 1.7 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this Deed, the definitions and interpretations in clause 1 of the Original Agreement shall apply to this Deed.
- 1.8 Unless the context otherwise requires, a reference to the **Land** is to the whole and any part of it.

2. LEGAL EFFECT

- 2.1 This Deed is made pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 and all other powers so enabling.

- 2.2 This Deed contains planning obligations made pursuant to the Original Agreement which are enforceable by the District Council or the County Council as appropriate and which binds each and every part of the Land.

3. ORIGINAL AGREEMENT REMAINS IN FORCE

It is hereby agreed and declared as follows:

- 3.1 This Deed shall be construed as one with the Original Agreement.
- 3.2 The Owner the District Council the County Council, Sparrow, Sage Homes RP Sage Rented WPC and Leaf agree that the Original Agreement is varied as set out in the Schedule.
- 3.3 The Owner the District Council the County Council Sparrow, Sage Homes RP Sage Rented WPC and Leaf confirm that the covenants and conditions contained in the Original Agreement except as varied by this Deed are to continue in full force and effect and that any development carried out under the Original Planning Permission or the Section 73 Permission is bound by the terms of the Original Agreement, as varied by this Deed, PROVIDED THAT the Owner shall never as a result of this Deed be required to perform an obligation set out in the Original Agreement more than once.

4. COSTS

The Owner hereby covenants with the District Council and the County Council to pay on the completion of the Deed the District Council and County Council's legal advisors' reasonable costs incurred in the preparation and execution of this Deed.

5. REGISTRATION OF THIS DEED

This Deed shall be registered as a local land charge for the purposes of the Local Land Charges Act 1975.

6. EXECUTION

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

7. EXECUTION BY COUNTERPART

- 7.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but shall not be effective until each party has executed at least one counterpart.
- 7.2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute one and the same agreement.

8. GOVERNING LAW

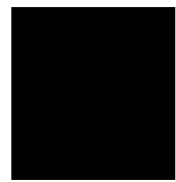
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

10. MISCELLANEOUS

- 10.1 The Parties to this Deed recognise that the Owner has delivered a MUGA to WPC in lieu of the MUGA at Walberton Contribution (prior to the variations in this Deed) and that the contribution is no longer payable and can be deleted in accordance with paragraph 1.3 of Schedule 1 of this Deed.
- 10.2 The Parties to this Deed recognise that the Owner has paid the Walberton Cycle Path Contribution to the ^{Distric}Council in accordance with paragraph 3.1 of Schedule 7 of the Original Agreement and the Council hereby confirm receipt of the same. _{Distric}



SCHEDULE 1 - VARIATIONS TO THE ORIGINAL AGREEMENT

1. REPLACEMENT OF EXISTING CLAUSES

The parties hereby agree as follows:

1.1 Recital (H) shall be deleted and replaced with the following:

"(H) The Owner has submitted a Planning Application to the ^{Disms}Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application."

1.2 The following new definitions shall be inserted into clause 1.1 of the Original Agreement:

"A29 Realignment Plan" means the plan attached hereto showing the A29 realignment works

"Bus Service Contribution" means the sum of two hundred and one thousand and ninety five pounds (£201,095) to be provided in accordance with Schedule 4 which shall be paid to the County Council towards either supporting a service providing links between the site and Barnham Station or towards demand responsive transport

"Discount Housing Unit Owner" means the person or persons having the freehold or leasehold interest (as applicable) in a Discount Housing Unit other than the First Owner or another developer or other entity to which the freehold interest or leasehold interest in a Discount Housing Unit or in the land on which a Discount Housing Unit is to be provided has been transferred before that Discount Housing Unit is made available and is Disposed of for occupation as a Discount Housing Unit

"Discount Housing Units" means the 5 Dwellings identified for the purposes of illustration only on the first floor of the building labelled "Block A" on the plan annexed to this Deed and labelled "Discount Housing Units Plan A" and as shown further edged in red for the purposes of identification on the plan annexed to this Deed and labelled "Discount Housing Units Plan B" to be Occupied in accordance with the provisions set out in Schedule 6 to this Deed and which shall only be Disposed as a freehold or (in the case of flats only) as a leasehold property at the Discount Market Price

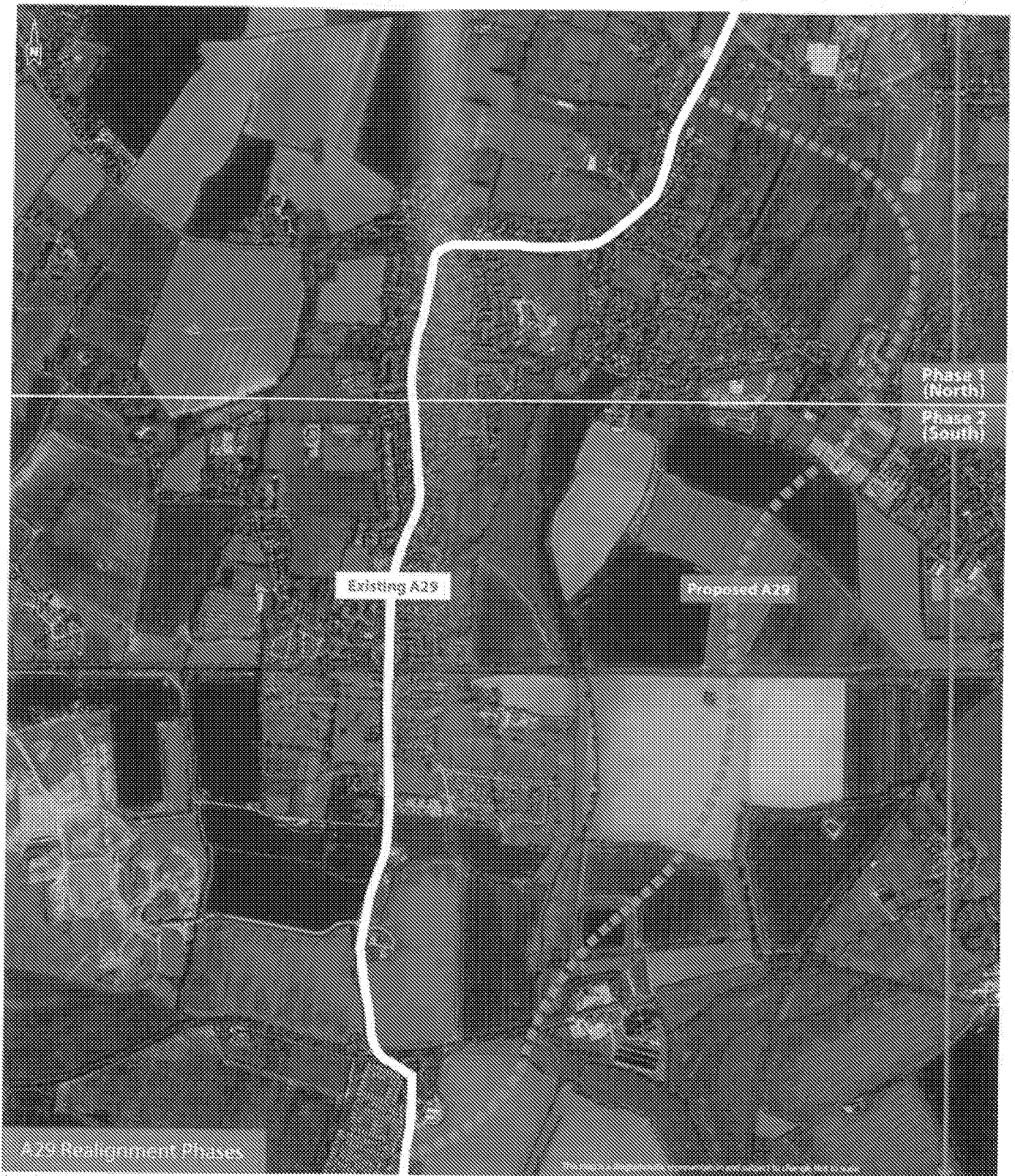
"Discount Market Price" means a sum which is the Market Value discounted by 20%

"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 Discount Housing Unit other than an Exempt Disposal

and **"Disposed"** and **"Disposing"** shall be construed accordingly

"Exempt Disposal" means the Disposal of a Discount Housing Unit in one of the following circumstances:

Seal book no 78/2024.



Discount Housing Units Plan A



KEY

	TREE PLANTING
	1.2m HIGH HEDGE PLANTING
	1.8m HIGH HEDGE PLANTING
	PAINTED METAL BOLLARD
	2.4m CLOSE BOARD FENCE
	1.2m CLOSE BOARD FENCE

See back to 78/222PL

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Do not scale - refer to figured dimensions only.

1. STANWORTH ROAD CYCLE STORE UPDATED	CA	CA
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PLANNING

Client: dandara

Site: COOP and APARTMENTS ABOVE FONTWELL WEST SUSSEX

Drawing Title: SITE PLAN

Date: FEB 23

Drawn: CA

Checked: Approved

Scale: 1:100 (S.A.1)

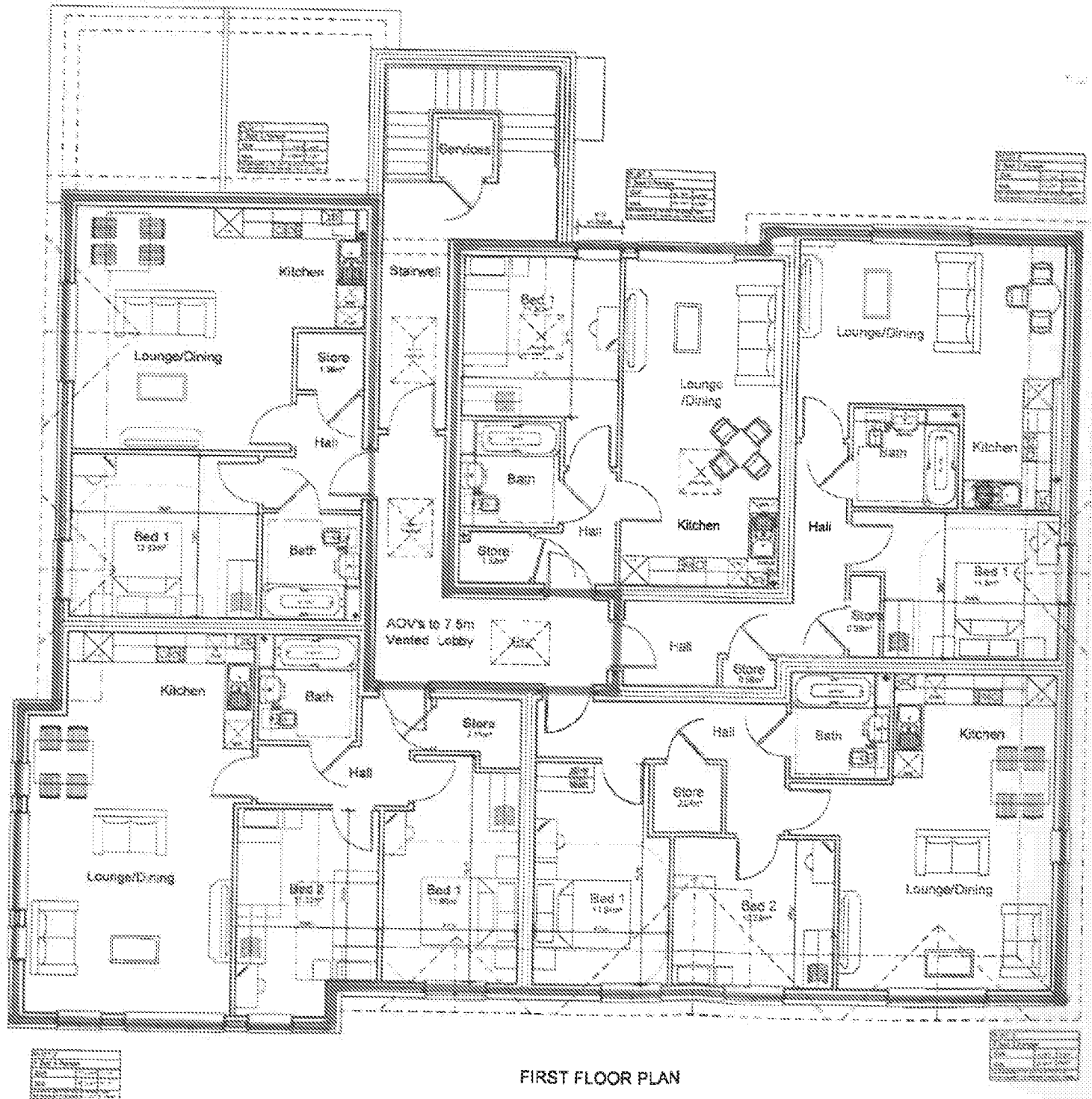
Drawing No: 4736/DAN/RET/06F

RCP Rogers Cory Partnership Architects and Civil Consultants

The Old School Old School Road Hook Hampshire RG27 9NJ

T: 01256 789269 E: mail@rcpconsultants.co.uk W: rcpconsultants.co.uk

Discount Housing Units Plan B



See book no 78/024

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PLANNING

Client: **dandara**

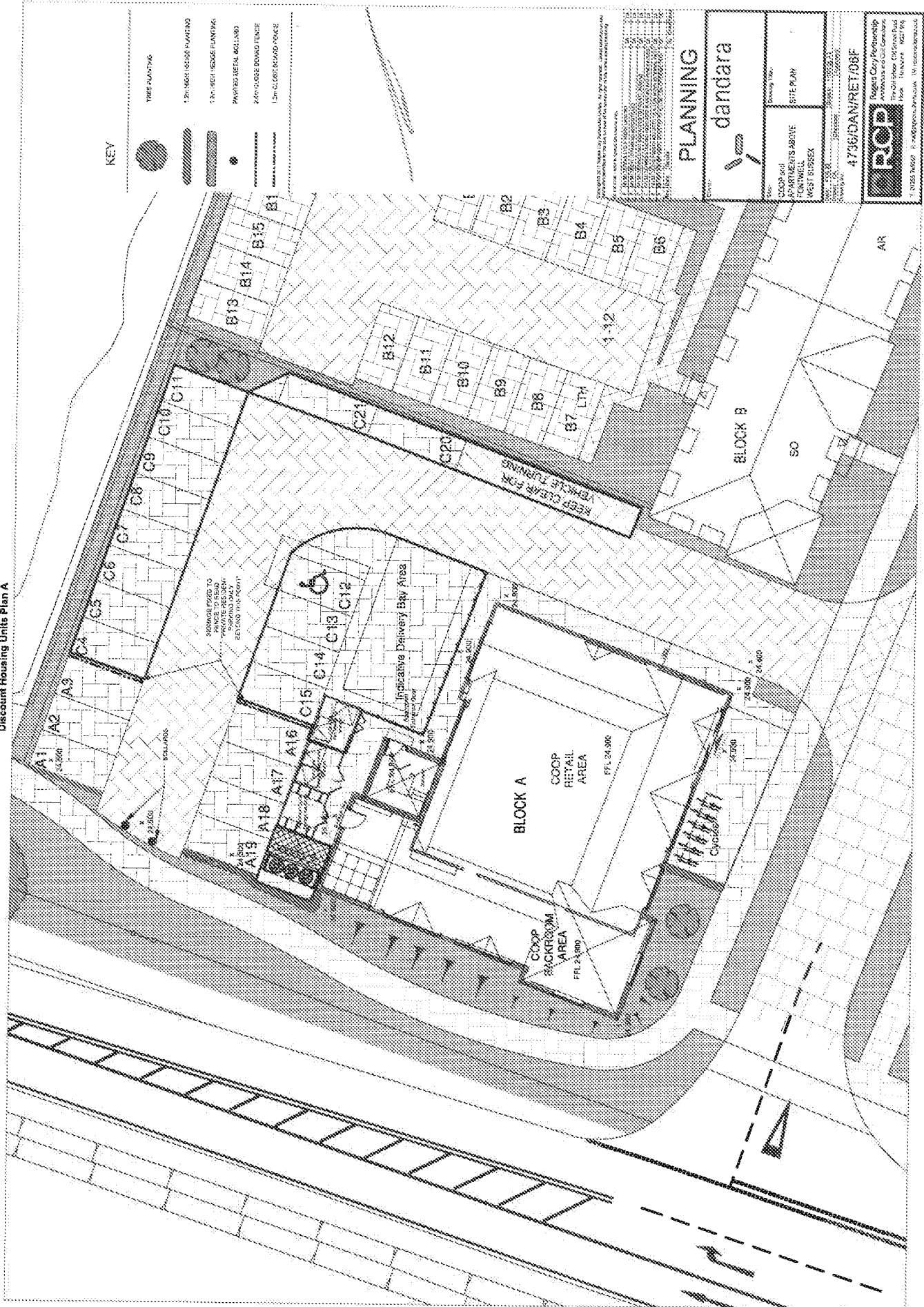
Site: **COOP and APARTMENTS ABOVE FONTWELL WEST SUSSEX**

Drawing Title: **FIRST FLOOR PLAN**

Scale: **1:100**

4736/DAN/RET/02D

RCP Rogers Cory Partnership
Architectural and Civil Consultants
The Old School, Old School Road
Hock, Hampshire RG27 9HJ
T: 01256 767269 E: info@rccpartners.co.uk W: rccpartners.co.uk



- (a) Disposal to a spouse or civil partner upon the death of the Discount Housing Units 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 Discount Housing Units Owner
- (c) a Disposal to a former spouse or former civil partner of a Discount Housing Units 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) a Disposal to a trustee in bankruptcy prior to sale of the relevant Discount Housing Unit (and for the avoidance of doubt paragraph 8 shall apply to such sale)
- (e) a Disposal of the freehold interest in the Discount Housing Unit to a management company

"Market Value" means the open market value as assessed by a Valuer of Dwelling 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 status of a Dwelling as a Discount Housing Unit, nor the restrictions and obligations set out at paragraph 2 of Schedule 6 to this Deed

"Secondary School Transport Contribution" means the sum of Four Thousand Four Hundred and Seventeen Pounds (£4,417) to be provided in accordance with paragraph 4.2 of Schedule 6 which shall be paid to the County Council to be used towards the provision of transport to secondary schools serving the Development

"Valuer" means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the Discount Housing Units Owner and acting in an independent capacity

- 1.3 The definitions of **"Bus Service"**, **"Bus Service Schedule"**, **"Communities Buildings"**, **"Healthcare Contribution"**, and **"MUGA at Walberton Contribution"** shall be deleted.
- 1.4 The definition of **"Development"** shall be deleted and replaced by the following:

"means the development authorised by the Planning Permission."
- 1.5 The definition of **"Council Contributions"** shall be amended by the deletion of the words **"Healthcare Contribution"**.
- 1.6 The definition of **"County Council Contributions"** shall be amended by the addition of **"Bus Service Contribution"** immediately before **"Education Contribution"** and the addition of **"Secondary School Transport Contribution"** immediately after **"Library Contribution"**.

1.7 The definition of "Planning Permission" shall amended by the addition of the words "and/or pursuant to the Section 73 Permission" after "Secretary of State".

1.8 The definition of "Planning Application" shall be deleted and replaced by the following:

"Planning Application" means:

1. the application for full planning permission dated [] submitted to the Council for the Development and allocated reference number [];
and/or
2. the Section 73 Permission and any subsequent approvals granted by the Council under Section 73 of the Act.

1.9 The Discount Housing Units Plan shall be annexed.

1.10 A new clause 12.1.3 shall be inserted as follows:

"The Owners agree with the Council and the County Council that any sums payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D} \text{ is equal to or greater than 1}$$

where

- A is the sum actually payable on the date of payment
- B is the original sum mentioned in this Deed
- C is the BCIS Index at the date payment falls due
- D is the BCIS Index at date of consultation which is the 29 April 2024 for the Education Contributions, the Fire and Rescue Service Contribution, the Library Contribution and the Secondary School Transport Contribution, May 2024 for the Bus Service Contribution, and September 2022 for the Highways Contribution

and indexation shall be construed accordingly"

1.11 Paragraph 1 ('Healthcare Contribution') of Part A of Schedule 1 to the Original Agreement shall be deleted.

1.12 Schedule 4 ('Bus Service') shall be deleted and replaced by the following:

"SCHEDULE 4

1. BUS SERVICE CONTRIBUTION

- 1.1 The Owners hereby covenant with the County Council to pay the whole of the Bus Service Contribution Index Linked to the County Council on or before the date of this Deed.
- 1.13 Schedule 6 ('Communities Building') shall be deleted and replaced by the following:

SCHEDULE 6

DISCOUNT HOUSING UNITS

1. DISCOUNT HOUSING UNITS

 The Owners hereby covenant with the ^{Discount} Council and, in respect of paragraphs 5, 6 and 7, the County Council, as follows.

2. MARKETING AND DISPOSAL

- 2.1 Subject to paragraph 2.4 and 2.5 below, no Discount Housing Unit shall be Disposed of (whether on a first or any subsequent sale) unless and until:

^{Discount}
 2 The Council has been provided with evidence that:

2.2.1 the Dwelling is being Disposed of as a Discount Housing Unit at the Discount Market Price and

2.2.2 the transfer or lease of the Discount Housing Unit includes:

- (a) a definition of the "Council" which shall be the ^{Discount} Council
- (b) a definition of "Discount Housing Units Provisions" in the following terms:
- "means the provisions set out in paragraph 2 of Schedule Six hereto as the Annexure."
- (c) a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between [] as may be varied from time to time
- (d) a provision that the Property is sold subject to and with the benefit of the Discount Housing Units 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 Discount Housing Units Provisions
- (e) a copy of the Discount Housing Units Provisions in an Annexure.
- 

- 2.3 On the first Disposal of each and every Discount Housing Unit 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 Discount Housing Unit 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 the Arun District Council of [address] or their conveyancer that the provisions of paragraph 2.2 of Schedule 6 (the Discount Housing Units Provisions) of the Section 106 Agreement dated 2 December 2016 made between (1) Fontwell Estates Limited (2) The Dunhill Medical Trust (3) Antony Richard Saunders (4) Arun District Council (5) West Sussex County Council and (6) Walberton Parish Council (as varied) have been complied with or that they do not apply to the disposition"

- 2.4 The owner of a Discount Housing Unit (which for the purposes of this clause shall include the Owner and any Discount Housing Units Owner) may Dispose of it as a Market Housing Unit if the Dwelling has been actively marketed as a Discount Housing Unit for six (6) months but it has not been possible to Dispose of that Residential Unit as a Discount Housing Unit.

- 2.5 The owner of a Discount Housing Unit (which for the purposes of this clause shall include the Owner and any Discount Housing Units Owner) may apply to the Council to Dispose of it other than as a Discount Housing Unit on the ground that requiring the Discount Housing Units Owner to undertake active marketing for the period specified in paragraph 2.4 before being able to Dispose of the Dwelling other than as a Discount Housing Unit would be likely to cause the Discount Housing Units Owner undue hardship.

- 2.6 Upon receipt of an application served in accordance with paragraph 2.5 the Council shall have the right (but shall not be required) to direct that the relevant Residential Unit is disposed of to it at the Discount Market Price.

- 2.7 If the Council is satisfied (acting reasonably) that the ground set out in paragraph 2.5 above has been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.5 that the relevant Discount Housing Unit may be Disposed of:

2.7.1 to the Council at the Discount Market Price; or

2.7.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) as a Market Housing Unit

and on the issue of that written confirmation the obligations in this Deed which apply to Discount Housing Units shall cease to bind and shall no longer affect that Dwelling PROVIDED THAT failure by the Council to respond in writing within the 28 period shall be treated as confirmation that the ground in paragraph 2.5 was successfully made out and that paragraph 2.7.2 applies.

- 2.8 If the Council does not wish to acquire the relevant Discount Housing Unit itself and is not satisfied (acting reasonably) that the grounds in paragraph 2.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 2.5 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 Discount Housing Unit and an associated timescale (which shall be no longer than three (3) months). If at the end of that period the Owner have been unable to Dispose of the Dwelling as a Discount Housing Unit they may serve notice on the Council in accordance with paragraph 2.5 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of as a Market Housing Unit (and failure to issue such confirmation in writing within the 28 period shall be treated as deemed approval).

2.9 *Each Discount Housing Unit shall be used only as the main residence of the Discount Housing Units 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 2.9.1-2.9.4 below.*

2.9.1 *A Discount Housing Units Owner may let or sub-let their Discount Housing Unit for a fixed term of no more than two (2) years, provided that the Discount Housing Units Owner notifies the Council in writing before the Discount Housing Unit is Occupied by the prospective tenant or sub-tenant. A Discount Housing Units Owner may let or sub-let their Discount Housing Unit pursuant to this paragraph more than once during that Discount Housing Units Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a Discount Housing Units Owner's period of ownership may not exceed two (2) years.*

2.9.2 *A Discount Housing Units Owner may let or sub-let their Discount Housing Unit for any period provided that the Discount Housing Units 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 Discount Housing Units Owner is required to live in accommodation other than their Discount Housing Unit for the duration of the letting or sub-letting for the purposes of employment;*
- (b) the Discount Housing Units 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 Discount Housing Units 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 Discount Housing Units Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;*
- (e) the Discount Housing Units Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and*

- (f) *the Discount Housing Units 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.*
- 2.9.3 *A letting or sub-letting permitted pursuant to paragraph 2.9.1 or 2.9.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discount Housing Unit on terms which expressly prohibit any further sub-letting.*
- 2.9.4 *Nothing in this paragraph 2.9 prevents a Discount Housing Units Owner from renting a room within their Discount Housing Unit or from renting their Discount Housing Unit as temporary sleeping accommodation provided that the Discount Housing Unit remains at all times the Discount Housing Unit Owner's main residence.*

3. MORTGAGEE EXCLUSION

The obligations in paragraph 2 of this Schedule in relation to Discount Housing Units 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 Discount Housing Unit or any persons or bodies deriving title through such mortgagee or receiver."

4. EDUCATION AND SECONDARY SCHOOL TRANSPORT CONTRIBUTIONS

4.1 Education Contributions

- 4.1.1 *The Discount Housing Units shall not be Occupied until the additional Primary Education Contribution has been paid to the County Council, being the sum of Two Thousand Nine Hundred and Thirty Pounds (£2,930), Index Linked to be used towards a half-form entry expansion in Barnham/Westergate, namely Aldingbourne, Eastergate or Walberton & Binstead Schools.*
- 4.1.2 *The Discount Housing Units shall not be Occupied until the additional Secondary Education Contribution has been paid to the County Council, being the sum of Seven Thousand Seven Hundred and Forty Three Pounds (£7,743), Index Linked to be used towards the new secondary school serving Arun.*
- 4.1.3 *The Discount Housing Units shall not be Occupied until the additional Sixth Form Education Contribution has been paid to the County Council being the sum of Seven Hundred and Thirty Nine Pounds (£739), Index Linked to be used towards additional facilities at the new secondary school sixth form, or St Phillip Howard RC Secondary School sixth form.*
- 4.1.4 *The parties agree that the Discount Housing Units shall be excluded from any calculation of the Education Contributions pursuant to Part B of Schedule 1 to the Original Agreement.*

4.2 Secondary School Transport Contribution

4.2.1 The Discount Housing Units shall not be Occupied until the Secondary School Transport Contribution Index Linked has been paid to the County Council.

4.2.2 The Owners hereby covenant with the County Council not to Occupy the Discount Housing Units until the Secondary School Transport Contribution has been paid to the County Council

5. HIGHWAYS

5.1 The Discount Housing Units shall not be Occupied until the additional Highways Contribution has been paid to the County Council being the sum of Twenty-Eight Thousand One Hundred and Fifty Five Pounds (£28,155) Index Linked to be used towards the proposed works to realign the A29 from a point south of Eastergate Lane to a point south of Lidsey bends as shown indicatively on the A29 Realignment Plan including junction works with the existing A29 and including construction of a bridge over the south coast railway line.

5.2 The parties agree that the Discount Housing Units shall be excluded from any calculation of the Highways Contribution pursuant to Part B of Schedule 1 to the Original Agreement.

6. FIRE AND RESCUE

6.1 The Discount Housing Units shall not be Occupied until the additional Fire and Rescue Service Contribution has been paid to the County Council, being the sum of One Hundred and Forty Six Pounds (£146) Index Linked to be used towards the redevelopment or relocation of fire stations and vehicles and equipment in West Sussex Fire Rescue Service Southern Area serving Arun District.

6.2 The parties agree that the Discount Housing Units shall be excluded from any calculation of the Fire and Rescue Contribution pursuant to Part B of Schedule 1 to the Original Agreement.

7. LIBRARY

7.1 The Discount Housing Units shall not be Occupied until the additional Library Contribution has been paid to the County Council being the sum of One Thousand Four and Ninety One Pounds (£1,491) Index Linked to be used towards the provision of library facilities within a community facility in the vicinity of the Land in the Bognor and Littlehampton areas.

7.2 The parties agree that the Discount Housing Units shall be excluded from any calculation of the Libraries Contribution pursuant to Part B of Schedule 1 to the Original Agreement."

EXECUTED as a deed by **DANDARA**)
SOUTHERN LIMITED acting by one)
director in the presence of)
Director)

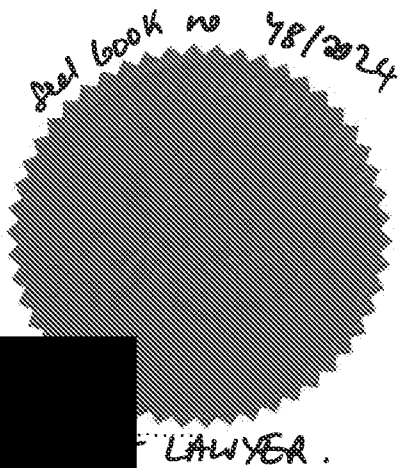
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Witness Name:

Witness Address:

Witness Occupation:

EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
ARUN DISTRICT COUNCIL in the)
presence of)
)



EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL in)
the presence of)
)

.....
Authorised Signatory

EXECUTED as a deed by **DANDARA**)
SOUTHERN LIMITED acting by one)
director in the presence of)

.....
Director

.....
Witness Name:

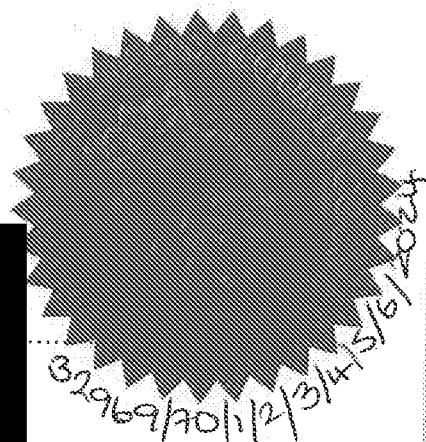
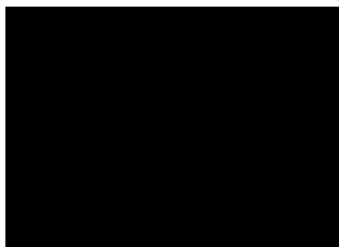
Witness Address:

Witness Occupation:

EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
ARUN DISTRICT COUNCIL in the)
presence of)

.....
Authorised Signatory

EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL in)
the presence of)



EXECUTED as a deed by **DANDARA**)
SOUTHERN LIMITED acting by one)
director in the presence of)

Director

Witness Name: *JAMES TAYLOR*

Witness Address: *PERVINS HOUSE, CORPSTONE RD. SOHO USA*

Witness Occupation: *SENIOR LEND MANAGER*

EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
ARUN DISTRICT COUNCIL in the)
presence of)

.....
Authorised Signatory

EXECUTED AS A DEED by affixing THE)
COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL in)
the presence of)

.....
Authorised Signatory

EXECUTED as a deed by)
affixing the Common Seal of)
ARROW SHARED SAGE HOMES)
ERSHIP LIMITED in)

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

~~Authorised Signatory~~

EXECUTED as a deed by)
affixing the Common Seal of)
SAGE RENTED LIMITED)
in the presence of:)

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

Authorised Signatory

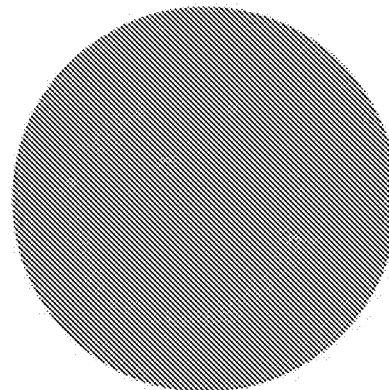
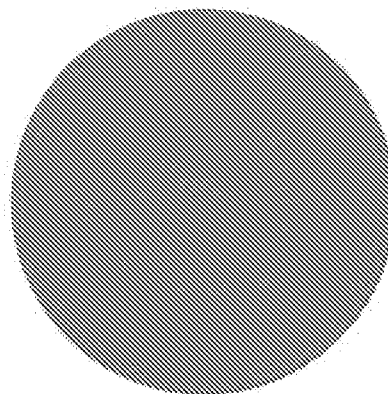
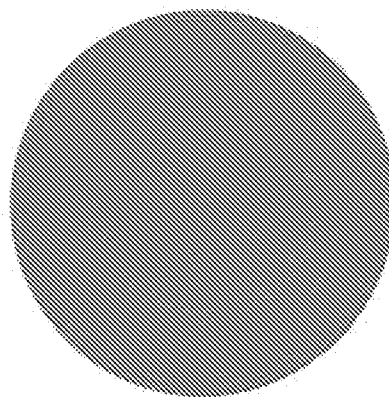
EXECUTED as a deed by)
affixing the Common Seal of)
SAGE LIMITED HOMES RP LIMITED)
in the presence of:)

[Redacted Signature]

Authorised Signatory

[Redacted Signature]

Authorised Signatory



SIGNED and DELIVERED as a DEED by)
WALBERTON PARISH COUNCIL)
(pursuant to a resolution of WPC) acting)
by)

.....
.....

being two members in the presence of a
witness:

Witness Signature

Witness Address

Witness Occupation

SIGNED and DELIVERED as a DEED)
by)
LEAF LIVING PROPCO LIMITED acting)
by two directors:)

Director

Director

SIGNED and DELIVERED as a DEED by)
WALBERTON PARISH COUNCIL)
(pursuant to a resolution of WPC) acting)
by)

ANDREW UAWER

D.M. MELVOGUE

being two members in the presence of a
witness:

Witness Signature

Witness Address 32 CARVER WAY, LITTLEHAMPTON, BN17 6RT

Witness Occupation PERSONAL SUPPORT ASSISTANT

SIGNED and DELIVERED as a DEED by)
LEAF LIVING PROPCO LIMITED acting)
by one director in the presence of:)

Director

Witness Signature

Witness Address

Witness Occupation