Dated **2026**

(1) South Holland District Council

and

(2) Ashwood Homes Limited

THIRD DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

Relating to the development of land at Manor Farm, Holbeach (Phase 3)

South Holland District Council
District Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H09-1086-25

Date 2026

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of District Council Offices, Priory Road, Spalding, PE11 2XE ("the District Council");

(2) **ASHWOOD HOMES LIMITED** (Company Registration No. 04242280) of 1 Goodison Road, Lincs Gateway Business Park, Spalding, PE12 6FY ("the Owner")

together referred to as "the Parties"

BACKGROUND

(A) The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Phase 3 Land is situated.

(B) The Owner is the freehold owner of the Phase 3 Land registered under across title numbers LL171271 and LL220146

(C) On 29 November 2016 the District Council, Lincolnshire County Council and the Owner entered into the Original Agreement.

(D) On 5 April 2017 the Owner submitted the Reserved Matters Application to the District Council and the District Council granted the Reserved Matters Approval on 9 November 2017

(E) On 10 June 2019 the District Council, Lincolnshire County Council and the Owner entered into the First Deed of Variation

(F) On 21 October 2022 the Owner submitted the Section 73A Application to the District Council and the District Council granted approval of the Section 73A Application on 4 October 2023

(G) On 8 November 2022 the Owner submitted the Section 106A Modification Application to the District Council and the District Council granted approval of the Section 106A Modification Application on 4 October 2023.

(H) On 6 April 2023 Ashley King (Developments) Limited changed its name to Ashwood Homes Limited.

(I) On 28 February 2024 the District Council, Lincolnshire County Council and the Owner entered into the Second Deed of Variation.

(J) On 5 November 2025 the Owner submitted the Second Section 106A Modification Application to the District Council to amend the obligations to allow for First Homes to be delivered as part of the Affordable Housing Scheme on the Phase 3 Land in line with the reserved matters decision notice H09-1044-23.

(K) Lincolnshire Country Council are not required to be a party to this Deed as the proposed changes relate solely to Affordable Housing and do not impact on Lincolnshire County Council

(L) Without prejudice to the terms of the other covenants contained in the Original Agreement as varied by the First Deed of Variation and the Second Deed of Variation the Parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

(M) The Parties have agreed to enter into this Deed to give its consent to the terms of this Deed.

(N) This agreement is made under Sections 106 and 106A of the Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"First Deed of Variation"	means the agreement made under section 106 and 106A of the Act in relation to Land at Manor Farm, Holbeach dated 10 June 2019 and made between (1) the District Council (2) Lincolnshire County Council and (3) Ashley King (Developments) Limited
"Original Agreement"	means the agreement made under section 106 of the Act relating to the development of Land at Manor Farm,

	Holbeach, Spalding dated 29 November 2016 and made between (1) the District Council (2) Lincolnshire County Council and (3) Ashley John King
"Outline Planning Permission"	means the outline planning permission for the Land issued by the District Council on 7 December 2016 given reference H09-0521-14 for *"Residential development of up to 900 dwellings with access of Hall Gate and Fen Road, including public open space, drainage infrastructure, landscaping including demolition of two dwellings and agricultural buildings (but not the listed Manor Farm and adjacent outbuildings)"*
"Reserved Matters Application"	means the application for Reserved Matters Approval (Planning Application Reference: H09-0331-17) submitted to the District Council for "*Access, appearance, landscaping, layout and scale for highways infrastructure (new link road, roundabout, junctions and modifications to Hall Gate and Fen Road (Phase 1A)), and two phases of residential development totalling 330 dwellings (Phases 1B & 2). Development Brief and Masterplan for phased development of remainder of site (Outline permission H09-0521-14)* in discharge of conditions attached to the Outline Planning Permission
"Reserved Matters Approval"	means the reserved matters approval issued by the District Council on 9

	November 2017 confirming discharge of conditions attached to the Outline Planning Permission pursuant to the Reserved Matters Application
"Section 73A Application"	means the application under section 73A of the Act for the removal or variation of Condition 1 of the Reserved Matters Approval relating to approved plans and submitted by the Owner and accepted on 21 October 2022 by the District Council and allocated the District Council's reference number H09-1031-22
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the District Council and accepted on 8 November 2022 to, inter alia: (i) amend the obligations concerning the provision of Affordable Housing; (ii) reduce the quantum of the financial obligation in relation to Peppermint Junction; (iii) amend the triggers in relation to the transport related financial obligations; and (iv) amend the occupational trigger point for the repair and refurbishment of the Manor Farm House Scheme and allocated reference number H09-1093-22
"Second Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the District Council and accepted on 5

	November 2025 to amend the obligations concerning the provision of Affordable Housing to include First Homes on Phase 3 and allocated reference number H09-1086-25

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.

2.2 References to the Original Agreement in this Deed shall be read as the Original Agreement as varied by the First Deed of Variation and the Second Deed of Variation.

2.3 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

2.4 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.6 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 interchangeably

2.7 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 instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.8 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 to the Phase 3 Land or any part thereof and in the case of the District Council, successors to its functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Phase 3 Land.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 The Following definitions shall be added to the Original Agreement

"Second Deed of Variation"	means the agreement made under section 106 and 106A and of the Act relating to the development of Land at Manor Farm, Holbeach, Spalding dated 28 February 2024 and made between (1) the District Council, (2) Lincolnshire County Council and (3) the Owner
"Second Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the District Council and accepted on 5 November 2025 to allow for First Homes to be delivered as part of the Affordable Housing Scheme on Phase 3 and allocated reference number H09-1086-25

4.2 The Definitions in Clause 1.1 in the Original Agreement shall be amended to include the definitions set out in Schedule A to this Deed.

4.3 The Definition "Phase 3 Affordable Housing Scheme" shall be inserted into Clause 1.1 in the Original Agreement as follows:

"Phase 3 Affordable Housing Scheme"	means the scheme for securing the Affordable Housing and detailing the

	design, tenure, mix, size and location of the Affordable Housing to be provided as part of the Development together with the identity of the Affordable Housing Provider and consisting of 43 Affordable Rent Dwellings comprising 12 x one-bedroom Dwellings (being plots xx and xx)] 19 x two-bedroom Dwellings (being plots xx and xx), 11 x three-bedroom Dwellings (being plots xx and xx) and 1 x four-bedroom Dwelling and 8 Shared Ownership Dwellings comprising 4 x two-bedroom Dwellings (being plots xx and xx) and 4 x three-bedroom Dwellings (being plots xx and xx)] and 18 First Homes comprising of 3 x one-bedroom Dwellings, 9 x two-bedroom Dwellings (being plots xx and xx) and 6 x three-bedroom Dwellings (being plots xx and xx), as shown on the Affordable Housing Plan, unless such other alternative mix, percentage(s) and/or plot(s) is agreed with the Council acting reasonably (and such consent not to be unreasonably withheld or delayed)

4.4 The Definition "Phase 3 Affordable Housing Plan" shall be inserted into Clause 1.1 of the Original Agreement as follows:

"Phase 3 Affordable Housing Plan"	means the plan identifying the proportion and distribution of the Phase 3 Affordable Housing Scheme within the Development being labelled as drawing

Commented [LD1]: Do we have an Affordable Housing Plan for Phase 3. If not, can one be provided?

	number …… and attached at Annex A or as otherwise agreed with the District Council (acting reasonably and such consent not to be unreasonably withheld or delayed.

4.5 The Definition "Phase 3 Land" shall be inserted into Clause 1.1 of the Original Agreement as follows:

"Phase 3 Land"	means that part of the Land shown edged red on drawing number 137-LP-01 Rev C being labelled as the Location Plan (Phase 3) and submitted with the Second Section 106A Modification Application and attached at Annex B.

4.6 A new paragraph 3 shall be inserted into the Original Agreement at Schedule 4 as follows:

*"**3. FIRST HOMES***

3.1 The District Council covenants with the Owner to assist in the application of the Schedule 6 (where appropriate to the District Council's role in the First Homes process as set out by Homes England) to ensure the timely Disposal of a First Home Unit to a First Homes Owner"

4.7 A Schedule 6 shall be inserted into the Original Agreement as set out in Schedule B to this Deed.

4.8 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNERS' COVENANTS

5.1 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

6. LOCAL LAND CHARGE

6.1 This Deed shall be registerable as a local land charge by the District Council.

7. DISTRICT COUNCIL'S COSTS

7.1 The Owner shall pay to the District Council on or before the date of this Deed:

(a) the District Council's reasonable legal costs of £675 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and

(b) the sum of £440 as a contribution towards the District Council's costs in monitoring the implementation of this Deed.

8. VAT

8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the District Council.

9. THIRD PARTY RIGHTS

9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the laws of England

11. EXECUTION AND DELIVERY

This Deed is executed as a deed by the Parties and is delivered on the date first hereinbefore written

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

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL**
was hereunto affixed
in the presence of:-

Authorised Signatory

EXECUTED as a **DEED** by
and
Acting as attorneys for **ASHWOOD HOMES LIMITED**
under a Power of Attorney dated 20th December 2024
In the presence of:

Witness Signature: _____
Witness Name: _____
(BLOCK CAPITALS)
Witness Address: _____
Occupation: _____

SCHEDULE A
SUPPLEMENTARY DEFINITIONS
(CLAUSE 1.1 OF THE ORIGINAL AGREEMENT)

"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 5.8, 5.9 or 7 of Schedule 6, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs 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.
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or

	separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Compliance Certificate"	means the certificate issued by the District Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.2 of Schedule 6 applies also meets the Eligibility Criteria (Local)
"Development Standard"	means a standard to fully comply with the following:- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the District Council from time to time (c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited (d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings) and the same may be amended by written agreement of the Parties in accordance

	with paragraph 4.1 of Schedule 6
"Discount Market Price"	means a sum which is the First Home Market Value discounted by at least 30%
"Disposal"	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 6 of Schedule 6 (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 (Local)"	means criteria published by the District Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser'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) the purchaser meets the First Homes Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the First Homes Local Connection Criteria); **or**

	(c) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member it being acknowledged that at the date of this agreement the District Council has not prescribed any Income Cap (Local) in respect of the disposal of a First Home but the District Council does have a First Homes Local Connection Criteria that does apply.
"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).
"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 7 of Schedule 6 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 6 of Schedule 6
"First Home"	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and "First Home Unit/s" and "First Homes" shall be construed accordingly and for the avoidance of doubt and in respect of this Deed only reference to First Home does not include Affordable Housing the District Council does acknowledge that First Homes are to be considered a tenure of affordable housing pursuant to the National Planning Policy Framework document
"First Homes Costs"	means the sum of two hundred and forty

	three pounds and thirty eight pence (£243.38) per each First Home built on the Phase 3 Land or such other amount as has been set by the District Council at the time of a relevant Disposal
"First Homes Local Connection Criteria"	means one of the following criteria: (i) was born within the South Holland District and has lived there for 2 years or more; or (ii) has permanently resided in South Holland District for 2 years or more; or (iii) used to permanently live in South Holland District for 2 years or more but has been forced to move away because of the lack of affordable housing; or (iv) has been permanently employed in South Holland District for 2 years or more.
"First Homes Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home Unit other than: (a) the Owner; or (b) a 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; (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 6 of Schedule 6
"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 District 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
"Market Dwelling"	means any Dwelling which is not a First Home or Affordable Housing Units
"Mortgagee"	means in relation to First Home Units only 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

“Practical Completion”	means the stage reached when 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 Levelling Up, Housing and Communities 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

SCHEDULE B
SCHEDULE 6 TO ORIGINAL AGREEMENT
FIRST HOMES PROVISIONS

1. OBLIGATIONS

Unless otherwise prior agreed in writing by the District Council the Owner with the intention that the following provisions shall bind the Phase 3 Land covenants with the District Council as below save that

1.1 paragraphs 2, 3, and 4 of this Schedule 6 shall not apply to a First Homes Owner;

1.2 paragraphs 5 and 6 of this Schedule 6 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 6 applies as set out therein.

2. APPEARANCE

2.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance.

2.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted.

3. TYPE AND DISTRIBUTION

3.1 The mix of First Homes provided within the Phase 3 Land shall be in accordance with the Affordable Housing Plan.

4. DEVELOPMENT STANDARD

4.1 All First Homes shall be constructed to no less than the standard applied to the Market Dwellings.

5. DELIVERY MECHANISM

5.1 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:

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local) (if any)

5.2 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), paragraph 5.1.2 shall cease to apply.

5.3 Subject to paragraphs 5.6 to 5.10 no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

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

5.4.1 The District Council has been provided with evidence that:

5.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 applies also meets the Eligibility Criteria (Local) (if any);

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

5.4.1.3 the transfer of the First Home includes:

a) a definition of the “District Council” which shall be *South Holland District District Council, District Council Offices, Priory Road, Spalding, PE11 2XE*

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

“means the provisions set out in paragraph 5.1 – 7.4 of Schedule 6 of the S106 Agreement a copy of which is attached 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 (as amended) dated 2nd February 2022 made between (1) the District Council and (2) Ashely King (Developments) Limited

as amended by a Deed of Variation made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated [ ] and made between (1) the District Council and (2) the Owner

d) 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

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

5.4.2 The District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty-eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 5.3 and 5.4.1 have been met

5.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 6 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 [Local Authority] 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"

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

5.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 5.1 and 5.2 of this Schedule 6 (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 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 5.3 and 5.4.1 of Schedule 6; or

5.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

5.7 Upon receipt of an application served in accordance with paragraph 5.6 the District Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

5.8 If the District Council is satisfied that either of the grounds in paragraph 5.6 above have been made out it shall confirm in writing within twenty-eight (28) days of receipt of the written request made in accordance with paragraph 5.6 that the relevant Dwelling may be Disposed of:

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

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

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.10 which shall cease to apply on receipt of payment by the District Council where the relevant Dwelling is disposed of other than as a First Home

5.9 If the District Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home they may serve notice on the District Council in accordance with paragraph 5.6 following which the District Council must within twenty eight

(28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

5.10 Where a Dwelling is Disposed of other than as a First Home or to the District Council at the Discount Market Price in accordance with paragraphs 5.8 or 5.9 above the owner of the First Home shall pay to the District Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

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

5.11.1 within twenty-eight (28) Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.5 where such restriction has previously been registered against the relevant title

5.11.2 apply all monies received towards the provision of Affordable Housing

5.12 Any person who purchases a First Home free of the restrictions in this Schedule 6 and Schedule 3 (where relevant) pursuant to the provisions in paragraphs 5.9 and 5.10 shall not be liable to pay the Additional First Homes Contribution to the District Council.

6. 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 6.1 – 6.4 below.

6.1 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 District Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

6.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or sub-letting. The

District Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

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

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

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

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

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

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

6.3 A letting or sub-letting permitted pursuant to paragraph 6.1 or 6.2 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.

6.4 Nothing in this paragraph 6 of Schedule 6 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.

7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1 – 6 of this Schedule 6 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**:

7.1 such Mortgagee or Receiver shall first give written notice to the District Council

of its intention to Dispose of the relevant First Home; and

7.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full First Home Market Value and subject only to paragraph 7.3.

7.3 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 District Council the Additional First Homes Contribution.

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

7.4.1 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; and

7.4.2 apply all such monies received towards the provision of Affordable Housing

8. THE DISTRICT COUNCIL'S ADMINISTRATIVE COSTS

8.1 The Owner shall pay to the District Council the First Homes Costs within 10 Working Days of the initial Disposal of a First Homes Unit and in respect of subsequent Disposals of a First Homes Unit the relevant First Homes Owner shall pay to the District Council the First Homes Cost within 10 Working Days of Completion of any subsequent Disposal

ANNEX A
AFFORDABLE HOUSING PLAN

ANNEX B
PHASE 3 LAND