

DATED

14 AUGUST 2025

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN
AND COUNTRY PLANNING ACT 1990 RELATING TO PHASE 3 LAND ON
THE SOUTH-EAST SIDE OF ALLINGTON LANE FAIR OAK SO50 7DB
HAMPSHIRE**

between

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

ABRI GROUP LIMITED

Head of Legal Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
Ref: 014336

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This deed is dated 14 AUGUST

2025

PARTIES

- (1) **EASTLEIGH BOROUGH COUNCIL** of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("**the Council**")
- (2) **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ ("**the County Council**")
- (3) **ABRI GROUP LIMITED** (Community Benefit Society No. 8537) of Collins House, Bishopstoke Road, Eastleigh, SO50 6AD ("**the Owner**").

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The Owner is the freehold registered proprietor of the Site under title numbers HP849781 and HP264846 free from any financial charge and is the successor in title to Vistry Homes Limited which was Owner at the time the Original Agreement was entered into.
- (C) The County Council is the Highway Authority and Education Authority for Hampshire and is also a local planning authority for the purposes of the Act for the area within which the Site is situated.
- (D) On 27 October 2022, the Original Agreement was entered into by the Council, the County Council and Vistry Homes Limited.
- (E) Without prejudice to the terms of the other covenants contained in the Original Agreement, the parties have agreed to vary the terms of Original Agreement as set out in this deed.
- (F) This deed is made under section 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

the Act: means the Town and Country Planning Act 1990 as amended.

Original Agreement: the agreement made under section 106 of the Act dated 27 October 2022 between the Council (1), Hampshire County Council (2) and Vistry Homes Limited (3).

Site: the freehold land at Phase 3 Land on the south east side of Allington Lane, Fair Oak shown for the purpose of identification only edged red on the Plan registered with HM Land Registry under title numbers HP849781 and HP264846.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISION

This deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3. OWNERSHIP OF SITE

The Owner confirms and warrants that it is the registered proprietor of the Site and that it has full power to enter into this deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this deed binding on the Site and all estates and interests therein.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

- 4.1 Paragraph 1.3 of Schedule Six to the Original Agreement shall be deleted in its entirety and replaced with the following:

1.3 the Affordable Housing Dwellings must be developed to lifetime homes standards (Building Regulations Part M4(2)) and in accordance with the current Homes England Design and Quality Standards or such other standards that shall be in force at the date of the contract being entered into in addition to any specific requirements of the Affordable Housing Provider, save that any requirement under Part M4(2) to provide external access via a lift for plots 139-142 shall not apply.

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

5. COVENANTS TO THE COUNCIL AND THE COUNTY COUNCIL

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

This deed shall be registered as a local land charge.

7. COUNCIL'S AND COUNTY COUNCIL'S COSTS

The Owner shall pay to the Council and the County Council on or before the date of completion of this deed, the Council's and County Council's

reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

8. VALUE ADDED TAX

8.1 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax (VAT) properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then, to the extent that VAT has not been previously charged in respect of that supply, the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. 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.

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

copy of the
document is to be placed in the
file of the employee to be hired

EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL)
in the presence of:)



Authorised Signatory

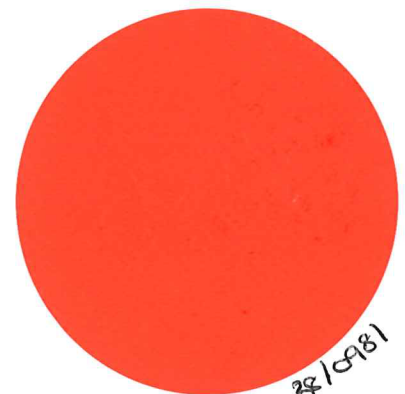


Name

Position

JULIA OAKES
DEPUTY HEAD OF LEGAL SERVICES

EXECUTED as a DEED by affixing)
THE COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:)



Authorised Signatory

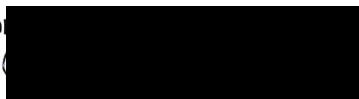


Name NICOLA INSTANCE

Position TEAM LEADER

EXECUTED as a DEED by affixing the)
common seal of ABRI GROUP LIMITED)

Authorised Signatory



Signature:

Name : Ross Bryant
Head of Development Projects

Position:

Authorised Signatory:



Signature:

Name:

Position:

Dambu Tenner
Head of Legal

