

DATED

7th July 2025

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN &
COUNTRY PLANNING ACT 1990 RELATING TO LAND AT LAND OFF
WINCHESTER ROAD, FAIR OAK, EASTLEIGH**

between

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

STONEWATER LIMITED

and

THE LAW DEBENTURE TRUST CORPORATION PLC

Legal Services Manager
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
Ref: V/21/90049

THIS DEED is dated

7th July 2025

- (1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN (**Council**)
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ (**County Council**)
- (3) STONEWATER LIMITED incorporated and registered in England and Wales as a registered society with company number 20558R whose registered office is at Suite C, Lancaster House, Grange Business Park, Enderby Road, Whetstone, Leicester, LE8 6EP (**Owner**).
- (4) THE LAW DEBENTURE TRUST CORPORATION PLC incorporated and registered in England and Wales with company number 01675231 whose registered office is at 8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG (**Mortgagee**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The County Council is the Highway Authority and Education Authority for Hampshire.
- (C) The Owner is the freehold owner of the Property subject to a mortgage in favour of the Mortgagee but otherwise free from encumbrances.
- (D) The Mortgagee is the registered proprietor of the charge dated 26 July 2021 referred to in the charges registers of the HM Land Registry titles for the Property and has agreed to enter into this deed to give its consent to the terms of this deed.
- (E) On 25 September 2014 the Council and the County Council entered into the Original Agreement with the original parties.
- (F) 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.
- (G) This agreement is made under section 106A of the TCPA 1990 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:

Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 25 September 2014 between the Council, the County Council, Valerie Jean Newham and Antoinette Lorella Denham-Harding, Anthony Harding and Antoinette Lorella Denham-Harding, Mark Robert Dunford and David Bernard Dunford and John Richard Dunford, J S Bloor (Newbury) Ltd, Highwood Land (Winchester Road) Limited and Highwood Group Limited and Bloor Homes Ltd.

Property: the Affordable Housing Dwellings registered with HM Land Registry under title numbers HP793464, HP800224, HP800833, HP803161, HP807898, HP807902, HP807916, HP815201, HP820083, HP820090, HP825761, HP829110 and HP788311.

- 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 the successors to its 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 TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 Paragraph 7 of Schedule Six to the Original Agreement shall be deleted and replaced with the following:

7. That the Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing to rent and/or Affordable Housing subject to a shared ownership or shared equity scheme save that such an obligation shall not apply to:

- a) *a mortgagee or chargee (or to a receiver appointed thereby) or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of an Affordable Housing Provider to which the freehold or long leasehold of the Affordable Housing Land and/or Affordable Housing Dwellings has been transferred or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:*

- i. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable*

Housing Dwellings and shall have used reasonable endeavours over a period of 3 months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all principle monies, interest, cost and expenses; and

ii. if such disposal is not completed within the 3 month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the provisions and obligations contained in this Deed which shall determine absolutely; or

b) a sale to a tenant exercising their right to acquire or purchase under a statutory power or under a voluntary right to buy and their mortgagees and chargees and receivers and any persons or bodies deriving title through them;

c) a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property subject to a shared ownership or shared equity lease and their mortgagees and chargees and receivers or to the successors in title to such persons

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

4. COVENANTS TO THE COUNCIL AND THE COUNTY COUNCIL

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

5. MORTGAGEE'S CONSENT

The Mortgagee consents to the completion of this deed and acknowledges that from the date of this deed the Property shall be bound by the terms of this deed, as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

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 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.

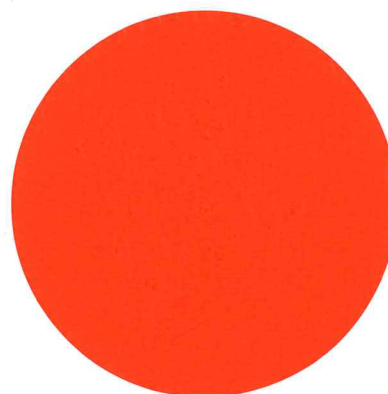
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EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL in the)
presence of:)

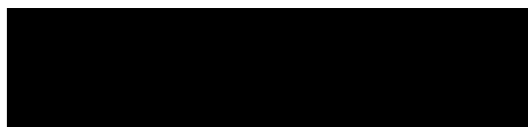


Authorised Signatory

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



38/07/17



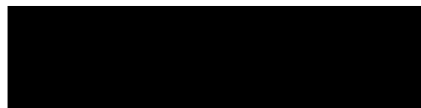
Authorised Signatory

EXECUTED as a DEED by affixing)

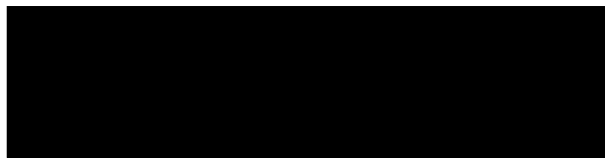
THE COMMON SEAL of)

STONEWATER WATER LIMITED)

in the presence of:)



Authorised Signatory



Authorised Signatory

Executed and delivered as a deed by
THE LAW DEBENTURE TRUST CORPORATION P.L.C.
acting by a director and a secretary



Signature of Director



Representing Law Debenture Corporate Services Limited,
Secretary