

1st MAY

2024

Second Deed of Variation to an Agreement dated 2 October 2020 made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to

Land to the west of Havant Crematorium (known as Camp Field), Bartons Road, Havant

The Council of the Borough of Havant ⁽¹⁾

Redrow Homes Limited ⁽²⁾

Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White ⁽³⁾

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DATE

1st May 2024

PARTIES

- (1) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX (the **Borough Council**).
- (2) **REDROW HOMES LIMITED** incorporated and registered in England and Wales with company number 01990710 whose registered office is at Redrow House, St David's Park, Flintshire CH5 3RX (the **First Owner**).
- (3) **PHILIP DYMOKE WHITE AND FIONA ELIZABETH WHITE AND ALEXANDER STUART DYMOKE WHITE** of Chidden Farmhouse, Chidden, Hambledon, Hampshire PO7 4TD the Trustees of PD White (the **Second Owners**).

BACKGROUND

- (A) By virtue of section 1 of the Act the Borough Council is the local planning authority for the area in which the Land is situated and by whom the planning obligations hereby created are enforceable.
- (B) The Original Agreement was entered into on 2 October 2020.
- (C) The First Owner acquired the freehold title to part of the Land on 30 March 2021 from the Second Owners and which is now registered with title number SH56306.
- (D) The Second Owners are the trustees for the freehold title of the part of the Land registered with title number SH34071.
- (E) The Owners are the persons against whom the obligations in the Principal Deed are enforceable.
- (F) The First Deed of Variation was entered on 27 June 2023 in connection with the approval of reserved matters for the Development.
- (G) The Borough Council and the Owners are desirous of altering the terms of the Principal Deed in the manner hereinafter appearing.
- (H) The parties hereby enter into this Deed in order to vary the terms of the Principal Deed as set out in this Deed.
- (I) Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White enter into this Deed in their capacity as trustees of PD White only and not in their personal capacity.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following expressions shall have the following meanings:

First Deed of Variation means the Deed of Variation dated 27 June 2023 and made between (1) The Council of the Borough of Havant and (2) East Hampshire District Council (3) Hampshire County Council (4) Redrow Homes Limited and (5) Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White.

Original Agreement the agreement pursuant to section 106 of the Act (and other powers enabling) dated 2 October 2020 and made between (1) The Council of the Borough of Havant (2) East Hampshire District Council (3) Hampshire County Council and (4) Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White.

Owners	the First Owner and the Second Owners.
Principal Deed	Original Agreement as varied by the First Deed of Variation
this Deed	means this Second Deed of Variation.

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural persons shall include legal persons and vice versa.
- 1.5 Clause headings shall not affect the construction of this Deed.
- 1.6 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 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.

2. STATUTORY BASIS

- 2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act and varies the Principal Deed in order to secure new and/or amended planning obligations made pursuant to section 106 of the Act.
- 2.2 The Principal Deed remains enforceable by the Borough Council as local planning authority pursuant to section 106(3) of the Act against the Owners and any person claiming or deriving title to the Land (or any part or parts thereof) through or under the Owners as if that person had been an original covenanting party to the Original Agreement.
- 2.3 To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 or section 106A of the Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.4 The provisions of this Deed shall come into force on the date hereof.

3. COVENANTS AND DECLARATIONS

- 3.1 The Borough Council and the Owners hereby agree that:
 - 3.1.1 the Principal Deed is varied as described in Schedule 1 to this Deed; and
 - 3.1.2 the Principal Deed shall otherwise continue to have full force and effect save only as varied by Clause 3.1.1 of this Deed.

4. REGISTRATION

This Deed is a local land charge and shall be registered as such by the Borough Council.

5. NON-FETTER AND WAIVER

- 5.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 5.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

6. SEVERANCE

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

7. THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Deed is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to this Deed and their successors in title.

8. COSTS

The First Owner has prior to the date hereof paid the reasonable legal costs of the Borough Council incurred in the preparation, negotiation and completion of this Deed.

9. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

SCHEDULE 1

Variations to the Original Agreement

1. DEFINITIONS AND INTERPRETATION

- 1.1 New definitions shall be added to Clause 1 of the Original Agreement and they shall be inserted as follows:

Affordable Housing Plan the plan with drawing reference REDR200818 AHL.01 Rev H appended to this Deed.

Affordable Rent means rent inclusive of service charge which does not exceed the lower of:

(a) 80% of the local gross open market rent; and

(b) the local housing allowance rates

unless otherwise agreed in writing with the Council;

but subject to the above limits may be increased annually in accordance with arrangements made for such rent increases established by Homes England.

Affordable Rentplus Dwellings means the twenty-one (21) Affordable Dwellings (plot numbers 26 to 36 (inclusive) and plots 61 to 70 (inclusive)) shown on the Affordable Housing Plan together with parking spaces provided pursuant to this Agreement and in accordance with the Rentplus Model and subject to provisions for disposal as set out in Part 2 of Schedule 10.

Commencement Date the commencement of the term of a Rentplus Lease which shall be on a date which is on or before ninety (90) days from the date the Affordable Rentplus Dwelling is Practically Complete being ready and available for use and occupation.

Five Year Period a five year period during the term of a Rentplus Lease. The first Five Year Period commences on the Commencement Date, the second Five Year Period commences on the fifth anniversary of the Commencement Date, the third Five Year Period commences on the tenth anniversary of the Commencement Date and the fourth Five Year Period commences on the fifteenth anniversary of the Commencement Date.

Group in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intermediate Rent means a rent (inclusive of any service charge) that does not exceed eighty per cent (80%) of the Market Rent for the relevant Affordable Rentplus Dwelling.

Local Lettings Plan A plan detailing how the Borough Council shall nominate and the RP shall offer Tenancy Agreements to Eligible Persons including:

marketing and advertising

qualifying applicants eligibility criteria

	minimum household income
	future lettings
	initial lettings
	duration of the plan
	reporting and monitoring
	term of tenancy agreements and renewals.
Market Rent	a rent valued using a recognised method adopted by the Royal Institution of Chartered Surveyors based on its principles for valuations in the RICS Valuation Standards.
Market Value	the market value (as defined in 'Part 2: Glossary' of the RICS Valuation – Professional Standards incorporating the IVS, Global and UK edition (January 2020) or any replacement thereof current at the relevant time of the valuation of the Affordable Rentplus Dwelling) disregarding any occupational or Section 106 restrictions that may otherwise apply.
NPPF	means the National Planning Policy Framework last published 19 December 2023 which shall include any revised version published from time to time or any replacement document setting out the government's planning policies for England.
Planned Disposals	the disposals of the Affordable Rentplus Dwellings on or as soon as practicable after the Planned Disposal Dates in accordance with this Deed.
First Planned Disposal Date	the fifth (5 th) anniversary of the Commencement Date.
Second Planned Disposal Date	the tenth (10 th) anniversary of the Commencement Date.
Third Planned Disposal Date	the fifteenth (15 th) anniversary of the Commencement Date.
Fourth Planned Disposal Date	the day immediately following the end of the Fourth (4 th) Five (5) Year Period together the Planned Disposal Dates.
Nominations Agreement	a nominations agreement with the Borough Council affording the Borough Council nomination rights in respect of the relevant Dwelling.
Planned Disposal Dates	together the First, Second, Third and Fourth Planned Disposal Dates.
Practical Completion	when the Affordable Rentplus Dwellings have been completed in accordance with the terms of the relevant building contract or development agreement as being fit for beneficial occupation as residential dwellings in accordance with a NHBC policy or equivalent requirements current at the date of inspection, subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of

the Affordable Rentplus Dwellings and which would be reasonable to include in a snagging list, and Practically Complete shall be construed accordingly.

Rentplus Buyer

means a Rentplus Company. The Rentplus Buyer will either:

- (a) have entered into a Rentplus Lease;
- (b) will be legally bound to enter into Rentplus Lease; or
- (c) will have taken a transfer of the Affordable Rentplus Dwellings subject to the Rentplus Lease and Rentplus Buyer includes a reference to the person entitled for the time being to the immediate reversion of the Rentplus Lease.

Rentplus Buyer Break Events

means:

(a) the occurrence of an event described in the Rentplus Lease which provides a right for the Rentplus Buyer to terminate the Rentplus Lease when reviewed on each fifth anniversary of the Commencement Date results in a reviewed rent which is less than the Intermediate Rent reserved in the Tenancy Agreement granted out of that Rentplus Lease at the Commencement Date; and

(b) the right to serve up to twelve (12) months' notice but no less than three (3) months' notice) to break the Rentplus Lease on either the fifth (5th), tenth (10th) or fifteenth (15th) anniversaries of the Commencement Date to facilitate the Planned Disposals in accordance with paragraph 1 of Part 3 of Schedule 10.

Rentplus Company

means a company in the same Group of companies as Rentplus UK and which operates the Rentplus Model.

Rentplus Lease

means a lease of individual Affordable Rentplus Dwellings granted by a Rentplus Buyer to an Affordable Housing Provider on or within ninety (90) days of the Practical Completion of the Affordable Rentplus Dwellings on fully repairing and insuring terms for a twenty (20) year term which includes Rentplus Buyer Break Events and RP Break Event and a reference to a Rentplus Lease shall include any deed, licence, consent, approval or other instrument supplemental to it.

Rentplus Model

the operation of which is described in Part 2 of Schedule 10.

Rentplus UK

Rentplus-UK Limited a private limited company registered in England and Wales with company number 08551599 whose registered office is at 2 Exchange Square, 21 North Fourth Street, Milton Keynes, MK9 1HL.

RP

the Affordable Housing Provider holding the Rentplus Lease as tenant.

RP Break Event

means an event which gives the RP the right to determine the Rentplus Lease as follows:

- (a) an Affordable Rentplus Dwelling remains vacant during any Five Year Period after being offered for letting for a period exceeding three months and in accordance with the Local Lettings Plan; or

- (b) an Affordable Rentplus Dwelling has fallen vacant within the period of two years prior to the end of a Five Year Period.

Social Rent

a rent set in accordance with the Government's rent policy for social rent.

Tenancy Agreement

a fixed term assured shorthold tenancy of an Affordable Rentplus Dwelling let by an RP on an Intermediate Rent for a term of not less than five years for terms of 5, 10, 15 or 20 years (unless otherwise agreed in writing with the Borough Council) renewable for further terms of up to five years to a maximum aggregate term for any individual Affordable Rentplus Dwelling of twenty years (i.e. four consecutive five year terms) with the option for the tenant to exercise a right to purchase the Affordable Rentplus Dwelling in accordance with the terms of this Deed.

Winchester Housing Trust

means registered charity (registered number: 1061855) of Southgate Chambers, 37-39 Southgate Street, Winchester, Hampshire SO23 9EH an independent charity providing affordable housing in Winchester District and surrounding areas.

- 1.2 In clause 1 of the Original Agreement the following definitions shall be deleted and replaced as follows:

Affordable Dwellings

means the twenty-one (21) Dwellings to be constructed on the Land and subject to clause 20 to be provided as either:

- (a) units of Affordable Housing as part of the Residential Development and in accordance with the Affordable Housing Mix; or
- (b) Affordable Rentplus Dwellings.

Affordable Housing

means affordable housing as defined in Annex 2 of the NPPF

Affordable Housing Provider

means:

- (a) a body registered as a provider of social housing with the Regulator of Social Housing under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Borough Council as may be constituted under any legislation replacing that provision; or
 - (b) such other body eligible to receive grant monies from the Borough Council or Homes England and able lawfully to own or manage housing for Eligible Persons; or
 - (c) any company or organisation specialising in the delivery of Affordable Housing;
- first approved in writing by the Borough Council; or
- (d) for the purposes of this Agreement only, Winchester Housing Trust
- or a combination of any of the above.

2. Clause 3.2.1 of the Original Agreement shall be deleted and replaced as follows:

"3.2.1 Schedules 1 to 7 and 10 (subject to Clause 20) are enforceable by the Borough Council and the County Council (as specified in those Schedules); and"

3. Clause 8.3 of the Original Agreement shall be deleted and replaced as follows:

"8.3 This Agreement shall not be enforceable against any individual owner, occupier tenant or mortgagee of a Dwelling save for, in relation to the Affordable Dwellings, paragraphs 2.4, 3.1 and 4 of Schedule 1 and paragraphs 1 and 7 of Part 1 and paragraph 3 of Part 2 of Schedule 10."

4. A new Clause 20 shall be inserted into the Original Agreement as follows:

"20. AFFORDABLE HOUSING

20.1 *The Owner covenants with the Borough Council not to Occupy the Open Market Dwellings unless the Owner has provided the Borough Council with written notice of its intention either to provide the Affordable Dwellings in accordance with Schedule 1 or to provide the Affordable Dwellings as Affordable Rentplus Dwellings in accordance with Schedule 10.*

20.2 *The Owner and the Borough Council hereby agree that:*

(a) *in the event the Owner has served the Borough Council with written notice of its intention to provide the Affordable Dwellings as Affordable Rentplus Dwellings in accordance with Schedule 10, the Owner shall comply with the provisions of Schedule 10 and the provisions of Schedule 1 shall cease to apply and shall be of no further effect.*

(b) *In the event that the Owner has served the Borough Council with written notice of its intention to provide the Affordable Dwellings in accordance with Schedule 1, the Owner shall comply with the provisions of Schedule 1 and the provisions of Schedule 10 shall cease to apply and shall be of no further effect.*

20.3 *In the event that clause 20.2(a) is applicable, the Owner (which in this case shall mean the owner of the Affordable Rentplus Dwellings only) shall supply to the Borough Council certified copies of any lease(s) of Affordable Rentplus Dwellings granted by a Rentplus Buyer to the RP within thirty (30) Working Days of any such lease being granted."*

5. A new paragraph 1.3 shall be inserted into Schedule 8 of the Original Agreement as follows:

"1.3 To use any receipts received by the Owner in accordance with Schedule 10 towards the provision or regeneration of Affordable Housing."

6. A new Schedule 10 shall be inserted into the Original Agreement as follows:

"SCHEDULE 10

AFFORDABLE HOUSING - RENTPLUS DWELLINGS

The Owners covenant with the Borough Council:

PART 1

GENERAL PROVISIONS AND DELIVERY

1. Subject to paragraph 7 of this Part 1, the Affordable Rentplus Dwellings shall not be Occupied otherwise than in accordance with this Schedule.
2. Not to Occupy the Affordable Rentplus Dwellings unless the Local Lettings Plan has been submitted to and approved in writing by the Borough Council.
3. To comply with the Local Lettings Plan and (subject to Part 2 and 3 of this Schedule) not to Occupy an Affordable Rentplus Dwelling unless the Local Lettings Plan has been complied with.

4. To ensure that the Affordable Rentplus Dwellings within the Residential Development will be integrated and compatible with the design of the Open Market Dwellings.
5. Not to Occupy more than 25 Open Market Dwellings until 11 of the Affordable Rentplus Dwellings:
 - 5.1 have been completed;
 - 5.2 have been transferred to an RP under a Rentplus Lease; and
 - 5.3 have been made available for Occupation.
6. Not to Occupy more than 30 Open Market Dwellings until 100% of the Affordable Rentplus Dwellings:
 - 6.1 have been completed;
 - 6.2 have been transferred to an RP under a Rentplus Lease; and
 - 6.3 have been made available for Occupation.
7. The restrictions set out in Schedule 10 shall not be binding on:
 - 7.1 any mortgagee or chargee or security trustee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee 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 such part of the Land subject of the Rentplus Lease that comprises uncompleted or completed Affordable Rentplus Dwellings or any persons or bodies deriving title through such mortgagee or chargee, Receiver;
 PROVIDED THAT:
 - (a) such mortgagee or chargee or security trustee or Receiver shall first give written notice to the Borough Council of its intention to dispose of the Affordable Rentplus Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Rentplus Dwellings to an Affordable Housing Provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - (b) if such disposal has not completed within the three (3) month period the mortgagee, or chargee or Receiver or security trustee shall be entitled to dispose of that part of the Land comprising uncompleted or completed Affordable Rentplus Dwellings free from the provisions in this Schedule 10 which provisions shall determine absolutely in relation to the that part of the Land comprising uncompleted or completed Affordable Rentplus Dwellings.

PART 2

RENTPLUS MODEL

1. The Affordable Rentplus Dwellings shall be available and offered to Eligible Persons in accordance with the Local Lettings Plan.
2. The Affordable Rentplus Dwellings conform to the NPPF as Affordable Housing and shall be managed by an Affordable Housing Provider and shall be provided in accordance with Part 1 and Part 2 of this Schedule 10.

3. Subject to Part 3 of this Schedule, not to Occupy the Affordable Rentplus Dwellings otherwise than by an Eligible Person under a Tenancy Agreement.
4. Subject to Part 3 of this Schedule, not to Occupy the Affordable Rentplus Dwellings unless let at an initial Intermediate Rent which thereafter may be subject to annual rent reviews PROVIDED ALWAYS it is an Intermediate Rent for the duration of the Tenancy Agreement .
5. During the term of the Tenancy Agreements the RP will operate and manage the Affordable Rentplus Dwellings under the Rentplus Leases.
6. The Affordable Rentplus Dwellings will be offered for sale to existing tenants of Affordable Rentplus Dwellings (and others) pursuant to the provisions of Part 3 of Schedule 10 and not to Occupy any Affordable Rentplus Dwelling otherwise unless it has first been offered for sale to existing tenants pursuant to the provisions of Part 3 of Schedule 10.
7. The Borough Council and the RP will have the option to purchase and retain any Affordable Rentplus Dwelling for Affordable Housing where there is no tenant who wishes to purchase the Affordable Rentplus Dwelling offered for sale, pursuant to the provisions of Part 3 of Schedule 10.

PART 3

PLANNED DISPOSALS OF AFFORDABLE RENTPLUS DWELLINGS

1. The Affordable Rentplus Dwellings may be sold by the Rentplus Buyer at not less than the Market Value (unless otherwise in accordance with the provisions of this Part 3 of this Schedule) on or after the Planned Disposal Dates in tranches with priority and precedence as described below and (upon termination of the relevant Rentplus Lease and any Tenancy Agreement (to enable such sale) not to further Occupy the Affordable Rentplus Dwellings unless the steps in paragraph 1.1 below (until the sale has taken place) have been taken by the Owner:
 - 1.1 Up to five Affordable Rentplus Dwellings may be offered for sale during the first Five Year Period provided completion of such sales shall not occur before the First Planned Disposal Date, and shall be offered as follows:
 - (a) First to the tenant in occupation of the Affordable Rentplus Dwelling on the following terms:
 - (i) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the tenant (**Offer Tenant**) on the sale of the Affordable Rentplus Dwelling; and
 - (ii) if after 1 month of making an offer to sell as described above the Offer Tenant has not accepted the offer, or the Offer Tenant having been accepted the said offer does not complete his purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Offer Tenant) within 1 month of the offer being accepted by the Offer Tenant;
 - (b) Next, either to a tenant living in another Affordable Rentplus Dwelling, or to a tenant living in another Affordable Rentplus Dwelling owned by the same Rentplus Buyer elsewhere in the Borough Council area (**a Substituted Tenant**) on the following terms:
 - (i) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the Substituted Tenant on the sale of the Affordable Rentplus Dwelling; and
 - (ii) if after 1 month of making an offer to sell as described above the Substituted Tenant has not accepted the offer, or the Substituted Tenant having accepted the offer does not complete his purchase of the Affordable

Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Substituted Tenant) within 1 month of the offer being accepted by the Substituted Tenant;

- (c) Next, to the RP (provided that if the RP has confirmed in writing to the Rentplus Buyer at any time that it does not require an offer to be made to it, the offer may be made, but is not required to be made, to any other Affordable Housing Provider) for purchase at Market Value on the following terms:
 - (i) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the RP or Affordable Housing Provider on the sale of the Affordable Rentplus Dwelling PROVIDED THAT the RP or Affordable Housing Provider retains the Affordable Rentplus Dwelling for letting in consultation with the Borough Council at an Intermediate Rent, Affordable Rent or Social Rent subject to a Nominations Agreement; and
 - (ii) if after 1 month of making an offer to sell to the RP or Affordable Housing Provider as described above the RP or Affordable Housing Provider has not accepted the offer, or the RP or Affordable Housing Provider having accepted the offer does not complete its purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the RP or Affordable Housing Provider) within 1 month of the offer being accepted by the RP or Affordable Housing Provider;
- (d) Next, to the Borough Council (unless the Borough Council has confirmed in writing to the Rentplus Buyer at any time that it does not require an offer to be made to it) for purchase at Market Value on the following terms:
 - (i) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the Borough Council on the sale of the Affordable Rentplus Dwelling PROVIDED THAT the Borough Council retains the Affordable Rentplus Dwelling for an Intermediate Rent, Affordable Rent or Social Rent; and
 - (ii) if after 1 month of making an offer to sell to the Borough Council as described above the Borough Council has not accepted the offer, or the Borough Council having accepted the offer does not complete its purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Borough Council) within 1 month after the offer was accepted;
- (e) Next, for sale of the Affordable Rentplus Dwelling on the open market at not less than the Market Value.

- 1.2 Where open market sales of Affordable Rentplus Dwellings are completed pursuant to paragraph 1.1 (e) of Part 3 of this Schedule 10, seven and a half a percent (7.5%) of the gross sale proceeds will be paid to the Borough Council on completion of the sale and not to further Occupy the same Affordable Rentplus Dwelling unless such sum has been paid to the Borough Council.
- 1.3 Up to a further five Affordable Rentplus Dwellings on the Land may be offered for sale as set out in paragraph 1.1 of this Part 3 of this Schedule 10 during the second Five Year Period provided completion of such sales shall not occur before the Second Planned Disposal Date and paragraphs 1 and 1.1 of Part 3 of this Schedule 10 shall apply mutatis mutandis.
- 1.4 Up to a further five Affordable Rentplus Dwellings on the Land may be offered for sale as set out in paragraph 1.1 of this Part 3 of this Schedule 10 during the third Five Year Period provided completion of such sales shall not occur before the Third Planned

Disposal Date and paragraphs 1 and 1.1 of Part 3 of this Schedule 10 shall apply mutatis mutandis.

- 1.5 During the fourth Five Year Period the remaining Affordable Rentplus Dwellings which are unsold on the Land may be offered for sale as set out in paragraph 1.1 of this Part 3 of this Schedule 10 provided that completion of such sales shall not occur before the Fourth Planned Disposal Date and paragraphs 1 and 1.1 of Part 3 of this Schedule 10 shall apply mutatis mutandis.
- 1.6 Not to Occupy any Affordable Rentplus Dwellings that are disposed to the RP or Affordable Housing Provider in accordance with paragraph 1.1 (c) of Part 3 of this Schedule 10 otherwise than as Intermediate Rent, Affordable Rent or Social Rent in accordance with a Nominations Agreement.

OTHER CIRCUMSTANCES PERMITTING THE SALE OF AN AFFORDABLE RENTPLUS DWELLING

2. Notwithstanding the provisions of paragraph 1 of this Part 3, and subject always to paragraph 2.7 of Part 3 of this Schedule 10, Affordable Rentplus Dwellings may be offered for sale and be sold by the Rentplus Buyer with priority and precedence as described below in the following circumstances:

- 2.1 a RP Break Event occurring and the Rentplus Lease terminating; or

- 2.2 a Rentplus Buyer Break Event occurring and the Rentplus Lease terminating,

and (upon termination of the relevant Rentplus Lease and any Tenancy Agreement (to enable such sale) not to further Occupy the Affordable Rentplus Dwellings unless the steps in paragraphs 2.3 to 2.6 below (until the sale has taken place) have been taken by the Owner.

- 2.3 First, to the RP (provided that if the RP has confirmed in writing to the Rentplus Buyer at any time that it does not require an offer to be made to it the offer may be made, but is not required to be made, to any other Affordable Housing Provider) for purchase at Market Value on the following terms:

- (a) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the RP or Affordable Housing Provider on the sale of the Affordable Rentplus Dwelling PROVIDED THAT the RP or Affordable Housing Provider retains the Affordable Rentplus Dwelling for letting at an Intermediate Rent, Affordable Rent or Social Rent subject to a Nominations Agreement; and
- (b) if after 1 month of making an offer to sell to the RP or Affordable Housing Provider as described above the RP or Affordable Housing Provider has not accepted the offer, or the RP or Affordable Housing Provider having accepted the offer does not complete its purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the RP or Affordable Housing Provider) within 1 month of the offer being accepted by the RP or Affordable Housing Provider;

- 2.4 Next, to the Borough Council (unless the Borough Council has confirmed in writing to the Rentplus Buyer at any time that it does not require an offer to be made to it) for purchase at Market Value on the following terms:

- (a) the Rentplus Buyer either will gift a 10% deposit, or gift a 10% discount of the Market Value to the Borough Council on the sale of the Affordable Rentplus Dwelling PROVIDED THAT the Borough Council retains the Affordable Rentplus Dwelling at an Intermediate Rent, Affordable Rent or Social Rent; and

- (b) if after 1 month of making an offer to sell to the Borough Council as described above the Borough Council has not accepted the offer, or Borough Council having accepted the offer does not complete its purchase of the Affordable Rentplus Dwelling (the Rentplus Buyer having made reasonable endeavours to complete the Planned Disposal to the Borough Council) within 1 month after the offer was accepted;

- 2.5 Next, for sale of the Affordable Rentplus Dwelling on the open market at not less than the Market Value.
- 2.6 Where open market sales of Affordable Rentplus Dwellings are completed pursuant to paragraph 2.5 of Part 3 of this Schedule 10, seven and a half a percent (7.5%) of the gross sale proceeds will be paid to the Borough Council on completion of the sale and not to further Occupy the same Affordable Rentplus Dwelling unless such sum has been paid to the Borough Council.
- 2.7 Any sales of Affordable Rentplus Dwellings pursuant to this paragraph 2 of Part 3 of this Schedule 10 shall be in substitution for (and not in addition to) any sales restricted by the Planned Disposal Dates so that the total number of sales of Affordable Rentplus Dwellings shall not exceed 25% of the original number of Affordable Rentplus Dwellings in any Five Year Period (other than with the prior written approval of the Borough Council).
- 2.8 Not to Occupy any Affordable Rentplus Dwellings that are disposed to the RP in accordance with paragraph 2.3 of Part 3 of this Schedule 10 otherwise than as Intermediate Rent, Affordable Rent or Social Rent in accordance with a Nominations Agreement.

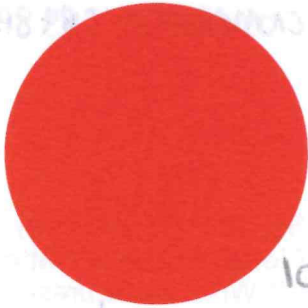
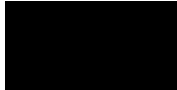
OVERSUBSCRIPTION FOR SALE

3. If there are more tenants wishing to purchase their Affordable Rentplus Dwellings than are available under the Planned Disposals pursuant to paragraph 2 of Schedule 10, additional Affordable Rentplus Dwellings may be sold if approved by the Borough Council in writing such approval not to be unreasonably withheld.

IN WITNESS whereof the parties have delivered and executed this Deed as a deed the day and year first before written

EXECUTED AS A DEED by affixing
THE COMMON SEAL of the
COUNCIL OF THE BOROUGH OF
HAVANT

in the presence of



Authorised Person

Matthew Paine

EXECUTED as a DEED by.....

as attorney for

REDROW HOMES LIMITED

.....
as attorney for REDROW HOMES LIMITED

in the presence of:-

Signature of witness
.....

Name (in BLOCK CAPITALS).....

Address:.....
.....

Signed AS A DEED by
Philip Dymoke White as Trustee for
PD White in the

Signature:
.....

Signature of witness.....
.....

Name (in BLOCK CAPITALS):.....
.....

Address:.....
.....

Signed AS A DEED by
Fiona Elizabeth White as Trustee for
PD White in the presence of:

Signature:
.....

Signature of witness.....
.....

Name (in BLOCK CAPITALS).....
.....

Address:.....
.....

Signed AS A DEED by

Alexander Stuart Dymoke White as Trustee for
PD White in the presence of:

Signature: ..

Signature of witness:

Name (in BLOCK CAPITALS)

Address:



Romsey Office
 Building 300, The Grange,
 Romsey Road,
 Michelmarsh, Romsey,
 Hampshire, SO51 0AE
 T: 01274 367215 F: 01274 367216

Portsmouth Office
 Unit 3, Middle Bridge Business Park
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Rev	Description	Date	Au	Ch	Rev	Description	Date	Au	Ch
A	Planning Issue	31.03.21	JF						
B	Planning Issue	18.09.21	JF						
C	Planning Issue	08.10.21	JF						
D	Planning Issue	07.01.22	JF						
E	Planning Issue	04.05.22	JF						
F	Planning Issue	26.08.22	JF						

AUTHORISED
SIGNATORY

Project Camps Field, Barton Road, Southleigh
 Drawing Affordable Housing Layout

Client	REDROW SOUTHERN COUNTIES	Date	22.01.21
Job no.	REDR200818	Rev.	H
Dwg no.	AHL01	Scale	1:500 at A0
Author	JF	Checked	
Status	PLANNING	Office	Romsey
Client ref.			