DATED 30th July 2025

THE COUNCIL OF THE BOROUGH OF HAVANT

and

VIVID HOUSING LIMITED

And

M&G TRUSTEE COMPANY LIMITED

DEED OF VARIATION
to
a planning obligation made under Section 106 of the Town and Country Planning Act 1990

Relating to Former Purbrook Park School Playing Fields, Stakes Road, Waterlooville (now known as 1 to 7 (odds) and 20-32 (evens) Athens Way Waterlooville PO7 5EG and 1 to 3 (inclusive) Sydney Way, Waterlooville PO7 5FG and Flats 1 to 9 (inclusive) Atlanta House, Vancouver Avenue, Waterlooville PO7 5BF registered under title number SH36798 ("the Property")

Southampton, Fareham & Havant Legal Partnership
Southampton City Council
Civic Offices
Southampton
SO14 7LY

HBC – 062894

THIS DEED OF VARIATION is made the 30th day of JULY 2025

BETWEEN

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX **(Borough Council)**;
2. **VIVID Housing Limited** (registered as a charitable community benefit society under the Cooperative and Community Benefit Societies Acl2014 with registered number 7544 and as a Registered Provider with the Social Housing Regulator with registered number 4850 whose registered office is at Peninsular House, Wharf Road, Portsmouth, PO2 8HB**) (The Owner)**
3. **M&G Trustee Company Limited** (Company Number 01863305) of 10 Fenchurch Avenue, London, EC3M 5AG (M&G),

RECITALS

WHEREAS:

(1) The Borough Council is the local planning authority for the purposes of the Act for the area within which the Land is situated.

(2) The Principal Deed relates to the Development, permission number APP/12/00205 which was granted on 3rd August 2012.

(3) The Principal Deed is dated the13th July 2012 between 1) BDW Training Limited 2) The Council of the Borough of Havant and 2) Hampshire County Council

(4) The Owner has requested amendments to the affordable housing provisions in the Principal Deed and the Borough Council has agreed to enter into this Deed in order that the provisions in Schedule One of the Principal Deed be varied as hereinafter provided.

(5) M&G is the proprietor of a charge dated 10 November 2023 registered against the Property.

(6) This Deed is supplemental to and varies the Principal Deed which shall incorporate the terms of the Principal Deed.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1. In this Deed unless the context otherwise requires all expressions shall have the meaning given to them by the Principal Deed.

2. STATUTORY AUTHORITIES

2.1 This Deed of Variation is made pursuant to Section 106A of the Act and the Enabling Powers with the intention that it binds the Land and that the planning obligations contained in the Principal Deed (as varied herein) be enforceable by the Borough Council as local planning authority

3. LEGAL EFFECT

3.1. This Deed varies the planning obligations contained in the Principal Deed and relates to and binds the Land and is made pursuant to the provisions of Sections 106 and 106A of the 1990 Act and, insofar as the provisions hereof do not constitute planning obligations for purposes of Section 106 of the Act, this Deed is also entered into pursuant to the Enabling Powers.

3.2. This Deed contains planning obligations for the purposes of the Act enforceable by the Borough Council as local planning authority in respect of the interests in the Land.

3.3. This Deed shall come into effect on the date of completion of this Deed.

4. VARIATION

The parties agree to vary the Principal Deed in the following manner:

4.1 Clause 6.15 of Schedule 2 of the Principal Deed shall be deleted and the following wording shall be inserted

"6.15 The affordable housing provisions in this Schedule shall not be binding upon a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:

1. such Chargee shall first give written notice to the Borough Council of its intention to dispose of the Affordable Housing Units 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 Housing Units to another registered 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

2. if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely."

4.2 Insert the definition of "Chargee" in Clause 5 "Definitions" of the Principal Deed:

"Chargee"	a mortgagee or chargee (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 the whole or any part of the Affordable Housing Units

5. MISCELLANEOUS

5.1 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

5.2 Reference to the singular includes the plural and references to any gender include all gender.

5.3 The Owner agrees to pay the Borough Council's reasonable legal costs incurred in the preparation and negotiation of this Deed prior to completion of this Deed.

5.4 This Deed shall be registered by the Borough Council as a local land charge.

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

IN WITNESS whereof as a Deed the parties have executed this Deed or caused their respective Common Seals to be hereto affixed the day and year first before written

EXECUTED AS A DEED BY AFFIXING THE)
COMMON SEAL OF **HAVANT BOROUGH**)
COUNCIL in the presence of)

[redacted]

Authorised Signatory

103773

SIGNED as a deed by **Trowers & Hamlins LLP** as attorney, in the name of and on behalf of **VIVID HOUSING LIMITED**, pursuant to a general power of attorney dated 20 March 2025 acting by a member in the presence of)
)
)

.....

Signature of member: ~~Hannah Jackso~~

(Partner, Trowers & Hamlins LLP)

.....

Signature of witness:

Name of witness:

Address

Occupa

Executed as a deed by affixing the)
common seal of)
M&G Trustee Co [redacted] mited)
in the presence of

.....
Sealing Officer

[redacted]