

Berewood Deed of Variation 2

October 2025

<u>S106 Clause</u>	<u>Update</u>	<u>Reason</u>
Definition to be updated	"Ancillary Facilities" means a permanent cricket score board, the Changing Rooms, storage facilities (with a minimum size of 9m by 6.5m and a maximum size of 15m by 10m for the storage for grounds maintenance machinery to maintain the Open Space Facilities), a Cricket Pavilion which includes a public toilet, and a car park;	To align with the approved cricket pavilion.
Definition to be updated	Phased Area Strategy" means a strategy as described in Clause 7.11 to be submitted to and approved by the Relevant Authority in respect of each Phased Area or sub-phased area in accordance with Clause 7.1.1;	To include reference to sub-phases to provide clarity when submitting information relating to the phased area strategy plans and reserved matters applications.
Definition to be updated	Phased Area" means an area of the Development as shown coloured by reference to the key on the Phased Area Plan and identified as being Phase 1-13 together with Employment Phase 1 Employment Phase 2 and the Town Park and any sub-phase;	As above.
Definition to be updated	Phased Area Plan" means the drawing reference [XXXXXX] annexed to the Second Deed of Variation dated [xxxxx] at Appendix 1 and marked "Illustrative Phasing Plan" identifying the Phased Areas including the sub-phases of the Development and as may be amended with the agreement of the Parties from time to time;	As above.
Additional definition	A new definition of "Second Deed of Variation" shall be added to the Principal Agreement as follows:	For clarity.

	<p>“Second Deed of Variation” means the deed of variation to the Agreement dated 3 September 2025 between (1) the County Council (2) Winchester (3) Havant (4) WWDL and (5) Grainger Plc;</p>	
8.38 deleted and replaced as follows	<p>The Affordable Housing provisions in this Agreement shall not be binding on 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 or any persons or bodies deriving title through such mortgagee or charge or Receiver PROVIDED THAT:</p> <p>such mortgagee or chargee or Receiver shall first give written notice to the Relevant Authority 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 Relevant Authority 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</p> <p>if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely.</p>	<p>This clause has been updated for clarity. The wording needs to follow the updated NHF standard exclusion which has been updated since the signing of the original S106.</p>

9.61 deleted and replaced as follows	<p>The Developer shall obtain the approval in writing of the Relevant Authority to the precise location size design and specification for the construction laying out and ongoing maintenance each of the Informal Kick About Areas together with a timetable for carrying out the construction and laying out of each of the Informal Kick About Areas prior to:</p> <p>a) the Commencement of Phase 2 in respect of the Informal Kick About Area in Phase 2; and</p> <p>b) final Occupation of Phase 5 in respect of the Informal Kick About Area in Phase 5, within the Town Park."</p>	To align with the delivery of the Town Park facilities.
9.62 deleted and replaced as follows	<p>The Developer shall complete each of the Informal Kick About Area in accordance with the details approved by the Relevant Authority pursuant to Clause 9.61 prior to:</p> <p>9.62.1 in the case of the Informal Kick About Area associated with Phase 2 Occupation of 320 Residential Units comprised within the Site; and</p> <p>9.62.2 in the case of the Informal Kick About Area associated with Phase 5 Occupation of 2,050 Residential Units comprised within the Site</p> <p>such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority."</p>	To align with the delivery of the Town Park facilities.
9.69 deleted and replaced as follows	<p>The Developer shall obtain approval of the Relevant Authority pursuant to Clause 9.61 for the Informal Kick About Area associated with Phase 5 prior to the final Occupation of Phase 5."</p>	To align with the delivery of the Town Park facilities.
9.70 deleted and replaced as follows	<p>The Developer shall not Occupy more than 2,050 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Informal Kick About Area to be provided in association with Phase 5 and such Completion</p>	To align with the delivery of the Town Park facilities.

	Notice is accepted or deemed accepted pursuant to Clause 34.”	
9.82 deleted and replaced as follows	The Developer shall complete the Ancillary Facilities prior to Occupation of 2,050 Residential Units comprised within the Site in accordance with the timetable specification and other details approved pursuant to Clause 9.81 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.”	To align with the delivery of the Town Park facilities.
9.88 deleted and replaced as follows	The Developer shall not Occupy more than 2,050 Residential Units comprised within the Site until it has issued a Completion Notice in respect of Ancillary Facilities and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.”	To align with the delivery of the Town Park facilities.
10	Reference to “Winchester” throughout Clause 10 shall be deleted and replaced with “Relevant Authority”.	This clause has been updated to allow flexibility for the management and maintenance of the allotments and open spaces.
12.26 deleted and replaced as follows	Subject to the proposed transferee being prepared to accept such transfer the Developer shall transfer an interest in the Health Centre Land (whether freehold or leasehold) to the Primary Care Trust to enable the Primary Care Trust to provide of Health Centre such transfer to be for nil consideration and subject to a restrictive covenant by the Primary Care Trust not to use or permit the use of the Health Centre Land save as a Health Centre and if the Primary Care Trust refuse to accept the transfer to thereafter transfer such interest in the Health Centre Land to a Health Service Provider for it to provide the Health Centre such transfer to be on reasonable commercial terms and subject to a restrictive covenant by the Health Service	This clause has been updated to keep reference to ‘Health Centre’ but clarified that the transfer of the land is to enable the PCT or HSP to provide the Health Centre on the Health Centre Land.

	<p>Provider not to use or permit the use of the Health Centre Land save as a Health Centre and otherwise containing the following positive covenants (together with provision for an appropriate restriction being entered on the title to the Health Centre Land requiring any future disponee to first procure that its transferee has executed a deed with the transferor or its successor in title in which it covenants to observe and perform these positive obligations):</p> <p>a) in the event the Health Centre Land is transferred to the Primary Care Trust or a Relevant Authority and development of the Health Centre has not commenced within three years from the date of the transfer the Health Centre Land will be transferred to the Developer for nil consideration and without any restriction on use; or</p> <p>b) in the event the Health Centre Land is transferred to a Health Service Provider such transfer will be subject to a covenant to transfer the Health Centre Land to the Developer for a sum equivalent to the consideration the Health Service Provider paid for the Health Centre Land in the event the Health Service Provider has been unable to obtain funding from the Primary Care Trust or other government body within three years from the date of the transfer of the Health Centre Land to the Health Service Provider without any restriction on use.</p>	
20.33 deleted and replaced as follows	The Developer shall enter into a Highways Agreement for the London Road Toucan Crossing Works prior to first Occupation of Phase 8."	In accordance with discussions had with HCC Highways.
20.35 deleted and replaced as follows	The Developer shall not Occupy Phase 8 unless a Highways Agreement has been entered into for the London Road Toucan Crossing Works."	As above.
Clauses 23.1 to 23.4 shall be deleted and replaced as follows	Positive Covenants	To amend the wording of this clause to ensure appropriate adoption, management and

	<p>23.1 The Developer shall enter into (or procure the entering into) of an agreement with the relevant authority or department for the adoption of the Multi-Use Greenway prior to Occupation of [xxx] Residential Units comprised within the Site.</p> <p>23.2 The Developer shall carry out and complete at its own expense the Multi-Use Greenway in accordance with the agreement entered into pursuant to Clause 23.1 prior to Occupation of [xxx] Residential Units comprised within the Site or on completion of the construction of the north-south sewage outfall pipe (pump sewer) whichever is the sooner.</p> <p>Negative Covenants</p> <p>23.3 The Developer shall not Occupy [xxx] Residential Unit unless an agreement for the adoption of the Multi-Use Greenway has been entered into with the relevant authority or department.</p> <p>23.4 The Developer shall not Occupy more than [xxx] Residential Units comprised within the Site unless the Multi-Use Greenway has been completed to the standard provided in the agreement entered into with the relevant authority or department pursuant to Clause 23.3.</p>	<p>maintenance of the Multi-use greenway, with the key point being that HCC Highways will not adopt the route. Reference to the completion certificate has been removed from the clause as this will no longer be necessary as this refers back to a highways adoption process.</p>
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