

THIS AGREEMENT is made the twelfth day of August
One thousand nine hundred and ninety four BETWEEN THE COUNCIL
OF THE BOROUGH OF HAVANT of Civic Offices Civic Centre Road
Havant Hampshire PO9 2AX (hereinafter called "the Council") of
the one part and RAGLAN HOUSING ASSOCIATION LIMITED whose
registered office is at Wright House Castle Street Poole
Dorset BH15 1BQ (hereinafter called "the Association") of the
other part

WHEREAS :-

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) (hereinafter called "the Act") for the area within which the land described in the First Schedule to the next recited Agreement (hereinafter called "the Land") is situated
2. By an Agreement dated the Fourteenth day of June One thousand nine hundred and ninety three and made between Silver Sands Chalets (Hayling Island) Limited of the one part and the Council of the other part certain planning obligations set out in the Land Schedule to the Agreement were imposed upon the Land
3. The Association is now the freehold owner of the Land in succession to the said Silver Sands Chalets (Hayling Island) Limited
4. The Council and the Association have agreed to vary the Agreement by adding to the Schedule thereof an additional Clause 9 as hereinafter set out

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the

Act (as amended) and in pursuance of any other relevant enabling legislation

2. The Agreement shall have added to the Schedule thereof a new Clause 9 as follows:-

"9.1 It is hereby declared and agreed that subject to the conditions set out in sub-clauses 9.1.1 to 9.1.3 of this paragraph a Mortgagee in Possession may sell the Land free of the obligations set out in Clause 8 of this Schedule

9.1.1. That the Mortgagee is a Mortgagee in possession consequent upon the failure of a Housing Association to repay a loan charged (inter alia) upon the Land

9.1.2 That the Housing Association defaulting in payment of the loan described in Clause 9.1.1 shall have used all reasonable endeavours to avoid such failure to repay and such repossession

9.1.3 That all the Units of Accommodation permitted to be built by the Permission have been fully built and completed ready for occupation

3. The expressions "the Council" "Mortgagee" and "the Association" shall include their respective successors in title and assigns

THE COMMON SEAL of THE COUNCIL)
OF THE BOROUGH OF HAVANT was)
hereunto affixed in the presence)
of:-)

Borough Secretary

Head of Legal Service

THE COMMON SEAL of RAGLAN)
HOUSING ASSOCIATION LIMITED was)
hereunto affixed in the)
presence of:-)

Director

Deputy Director

Member of the Committee



DATED 12 August 1994

THE COUNCIL OF THE BOROUGH OF HAVANT

and

RAGLAN HOUSING ASSOCIATION LIMITED

AGREEMENT

relating to land on the south side of
Norman Road Hayling Island Hampshire

Rails Lane

Messrs Trevanions
15 Church Road Parkstone
Poole Dorset