DATED 11 May 2022

[redacted]

BETWEEN

ARUN DISTRICT COUNCIL

AND

SYNERGY HOUSING LIMITED

DEED OF VARIATION

Pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended)

IN RESPECT OF

Land on the north side of North End Road, Yapton, West Sussex

Planning Reference: Y/88/18/OUT and Y/71/20/RES/CSM8189

THIS DEED is dated 11 May 2023

BETWEEN:-

(1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")

(2) **SYNERGY HOUSING LIMITED** (Community Benefit Society Number: 31447R) of Sarsen Court, Horton Avenue, Devizes, SN10 2AZ ("Synergy")

WHEREAS:

(1) The Council is the local planning authority for the area within which the Property is situated.

(2) Synergy is the freehold owner of the Land to be registered at HM Land Registry which was the subject of two transfers out of title number WSX392229 dated 13 October 2021 and 25 November 2021 and made between (1) Dandara Southern Limited and (2) Synergy Housing Limited

(3) The Property is subject to the obligations contained in the Principal Deed

(4) This Deed is entered into by the Council and Aster to vary the affordable housing obligations within the Principal Deed

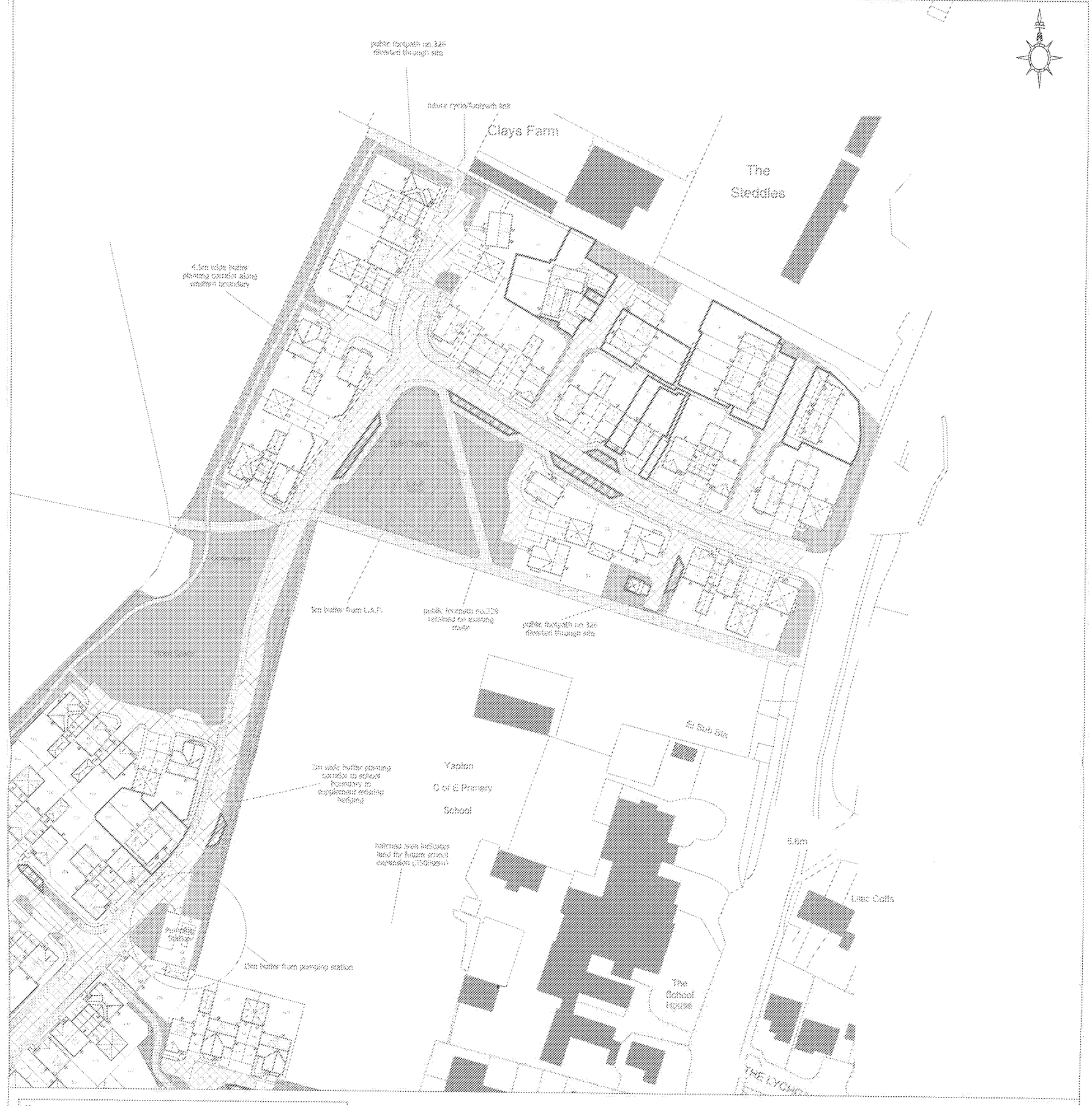
NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:-

1 DEFINITIONS

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"First Deed of Variation"	means the Deed entered into by (1) Yapton Developments Limited (2) Arun District Council and (3) West Sussex County Council pursuant to s.106 of the TCPA 1990 and dated 11 December 2020
"Land"	means the land shown edged red on the plan annexed hereto
"Principal Deed"	means the Deed entered into by (1) Arun District Council (2) West Sussex County Council and (3) Pibworth Holding Limited (being the landowner at the time the Principal Deed was entered into) pursuant to s.106 of the TCPA 1990 and dated 21 November 2019 as amended by the First Deed of Variation

RESTRICTED SCHOOL V/66/1/ROAD



Key:

- Plot Boundary
- *Estate Roads (Management Company)*
- Shared Access
- Housing Association
- Footpaths (Management Company)
- Unallocated Visitor Parking (Management Company)
- Landscaped Area (Management Company)
- Pumping Station Land
- Substation Land

SCALE 1:500

0m 5m 10m 15m 20m 25m

[redacted]

[redacted]

Synergy Housing Limited

Rev.	Date	Description	Initial
C	18/05/21	Visitor Bay for Plot 18 amendments	SM
B	10/05/21	Plot 12 Added to HA	SM
A	07/05/21	Initial Issue	SM

Development: Yapton

Drawing Title: HA Plan 38 Unit

Status: For Information

dandara new homes
Roman House, South Hampshire Industrial Park, Eddystone Road, Totton, SO40 3SA
Tel: 02382 124061

Scale	Paper Size	Date	Drawn	Checked
1:500	A1	07/05/2021	SM	-

Dwg. No.: YAP-SALE-CON(38)-HA

Rev.: C

and otherwise the definitions and expressions used in the Principal Deed shall apply to this Deed as to the Principal Deed

1.2 The provisions governing the interpretation of the Principal Deed shall also apply to this Deed

2 STATUTORY PROVISIONS

The Council and Synergy hereby agree that:

2.1 This Deed is made pursuant to section 106 and section 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2000 and all other enabling powers

2.2 This Deed is supplemental to and not in substitution for the Principal Deed which will continue in full force and effect

3 VARIATION

It is hereby agreed that the terms of the Principal Deed in so far as they relate to the Land shall be amended as follows:

3.1 Clauses 8.4 (a) to 8.4 (c) shall be deleted and replaced with:

"(a) any person who has acquired 100% of the equity in a Shared Ownership Unit at which point the provisions of this Deed relating to Affordable Housing shall no longer apply to such Shared Ownership Unit

(b) any person who exercises a right to buy or a right to acquire under the Housing Act 1985 or the Housing Act 1996 or 2004 or any similar or substitute right applicable to acquire 100% of the equity in that Affordable Housing Unit whereupon such Affordable Housing Unit shall cease to be an Affordable Housing Unit.

(c) any mortgagee, chargee or successors in title to any party referred to at clauses (a) or (b) above or any person deriving title through or under that party including their mortgagee or chargee"

3.2 Clause 8.4 (e) shall be deleted and replaced with:

"any 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 chargee or Receiver"

3.3 Paragraph 1.4 of the First Schedule shall be deleted and replaced with:

ARUN DISTRICT COUNCIL Y/88/18/OUT

"1.4 Subject to the provisions of clause 8.4 of this Agreement, the Affordable Housing Units shall not be Occupied other than as Affordable Housing"

3.4 The definition of "First Occupation" shall be amended to insert the following:

"and Occupiers" and "Occupy" and "Occupied" shall be construed accordingly"

3.5 Clause 6 of the draft Nomination Agreement appended at Appendix B of the Principal Deed shall be deleted and replaced with:

"6 The provisions in this Agreement shall not be binding on

6.1 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 receiver)) of the whole or any part of the Rented Units or any persons or bodies deriving title through such mortgagee or chargee or receiver

6.2 *any tenant in circumstances where any tenant exercises a right to buy or a right to acquire under the Housing Act 1985 or the Housing Act 1996 or 2004 or any similar or substitute right applicable*

6.3 *the purchaser of any one of the Rented Units who has acquired 100% of the equity in such property*

6.4 *any mortgagee, chargee or successors in title to any party referred to at clauses 6.2 and 6.3 or any person deriving title through or under that party including their mortgagee or chargee"*

4 PRINCIPAL DEED TO CONTINUE IN FORCE

For the avoidance of doubt the terms of the Principal Deed shall apply to the Property and save as varied by this Deed of Variation the Principal Deed shall remain in full force and effect

5 REGISTRATION

The Owner hereby consents to the registration of this Deed as a local land charge in the Register of Local Land Charges maintained by the Council PROVIDED THAT following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on written request of the Owner arrange the cancellation of all entries made in the Register of Local Land Charges against the Property in respect of this Deed

6 JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the courts of England

7 MISCELLANEOUS

7.1 This Deed of Variation is not made for the benefit of nor shall any of its provisions be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties hereto, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed

7.2 This Deed of Variation comes into force on the date hereof

7.3 This Deed of Variation and any dispute arising out of or in connection with it shall be governed in accordance with the law of England

7.4 To the extent that any provision of this Deed of Variation is found by any court or competent authority to be invalid unlawful or unenforceable that provision shall be deemed not to be a part of this Deed of Variation and it shall not affect the legality validity or enforceability of the remainder of this Deed of Variation nor shall it affect the legality validity or enforceability of the Principal Deed

7.5 This Deed of Variation has been executed as a Deed

IN WITNESS whereof the parties hereto have set their hands or caused their Common Seals to be hereunto affixed the day and year first before written

EXECUTED as a **DEED** by affixing the Common Seal of
ARUN DISTRICT COUNCIL
in the presence of

Authorised Signatory [redacted]

Name: [illegible]

Job Title: SOLICITOR

Seal Book No [illegible] [redacted]

EXECUTED as a deed by Clarke Willmott LLP acting by [redacted] ..... a member, as attorney for and on behalf of **SYNERGY HOUSING LIMITED** under a power of attorney dated [redacted] in the presence of:

[redacted]

Attorney Signature (033014)

Signature of witness..... [redacted] .....

Name (in BLOCK CAPITALS)..... GEMMA HAWKINS .....

Address Clarke Willmott, Blackbrook Gate, Blackbrook Park Aven

Occupation... Admin Assistant TA1