

Dated

9<sup>th</sup> March 2026

- (1) BROADLAND DISTRICT COUNCIL
- (2) NORWICH CITY COUNCIL
- (3) NORFOLK COUNTY COUNCIL
- (4) SAGE HOMES RP LIMITED
- (5) SPARROW SHARED OWNERSHIP LIMITED
- (6) SAGE RENTED LIMITED
- (7) SITUS ASSET MANAGEMENT LIMITED

**DEED OF VARIATION**

pursuant to s.106 of the Town and Country Planning Act 1990

In relation to the land at St Faiths Road, Old Catton, Norwich

THIS DEED is made the 9<sup>th</sup> day of March 2026

**BETWEEN:**

- (1) **BROADLAND DISTRICT COUNCIL** of Horizon Business Centre, Peachman Way, Norwich NR7 0WF (the **Council**)
- (2) **NORWICH CITY COUNCIL** of City Hall, St Peters Street, Norwich, NR2 1NH (the **City Council**)
- (3) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Ln, Norwich NR1 2DH (the **County**)
- (4) **SAGE HOMES RP LIMITED** (company registration number 11217910) whose registered office is at 5th Floor Orion Housing, 5 Upper St Martin's Lane, London, WC2H 9EA (**Sage Homes RP**)
- (5) **SPARROW SHARED OWNERSHIP LIMITED** incorporated and registered in England and Wales with company number 05489096 whose registered office is situated at 5th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA (**Sparrow**)
- (6) **SAGE RENTED LIMITED** incorporated and registered in England and Wales with company number 11217855 whose registered office is situated at 5th Floor Orion House, 5 Upper St Martin's Lane, London WC2H 9EA (**Sage Rented**)
- (7) **SITUS ASSET MANAGEMENT LIMITED** (company registration number 06738409) whose registered office is at 10th floor, 25 North Colonnade, London, England E14 5HZ (**Situs**)

**RECITALS**

- A. The words and phrases used in this Deed are defined in Clause 1 hereof.
- B. The Council and the City Council are Local Planning Authorities for the purposes of the Act and by whom the obligations in the Principal Agreement and this Deed are enforceable.
- C. The County is a Local Planning Authority and Highway Authority
- D. Sage Homes RP is the registered proprietor of the Sage Homes RP Land forming part of the Site.
- E. Sparrow is the registered proprietor of the Sparrow Land forming part of the Site.
- F. Sage Rented is the registered proprietor of the Sage Rented Land forming part of the Site.
- G. Situs is a party to this deed because they have the benefit of a registered charge over the Sage Homes RP Land dated 22 October 2019 (the Charged Land).

- H. The Owners have requested a variation of the Principal Agreement in relation to the Variation Land and the Council have agreed in accordance with the Schedule below.
- I. The Variation Land comprises of the Affordable Dwellings at the Site. The Variation Land is shown for identification purposes on the Plan and the plots comprised within the Variation Land together with their postal addresses are listed in the Plot Schedule.
- J. The parties have agreed to enter into this Deed in accordance with Section 106 of the Act in order to facilitate the Development and vary the planning obligations set out in the Principal Agreement as herein specified

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. Definitions

1.1. Save as set out in clause 1.2 below the definitions used in this deed shall have the same meaning as in the Principal Agreement.

1.2. For the purposes of this Deed the following expressions shall have the following meanings:

**Plan** means the plan showing the Variation Land shaded blue and shaded yellow attached at the Second Schedule to this Deed;

**Plot Schedule** means the table listing the plot numbers and postal addresses for the Variation Land attached at the Third Schedule to this Deed;

**Principal Agreement** means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 dated 13 May 2016 between (1) Broadland District Council (2) Norwich City Council (3) Richard Thomas Pointer, Sally Anne Pointer and Ann Elizabeth Burrows (4) Albert Jack Ward (acting by his attorney Peter David Ward) (5) Old Catton Parish Council and (6) Norfolk County Council, relating to the land at St Faiths Road, Old Catton, Norwich;

**Sage Homes RP Land** means the land registered at the Land Registry with title number NK494005;

**Sage Rented Land** means the land registered at the Land Registry with title number NK539484;

<b>Sparrow Land</b>	means the land registered at the Land Registry with title number NK494196;
<b>Variation Land</b>	means the Sage Homes RP Land, Sage Rented Land and the Sparrow Land as shown on the Plan and as listed in the Plot Schedule;
<b>Owners</b>	means Sage Homes RP, Sage Rented and Sparrow.

2. Construction of this deed

- 2.1. Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5. Any reference to an enactment, regulation, order or circular shall include any statutory modification, extension, re-enactment or replacement thereof (as the case may be) for the time being in force.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the City Council the successors to their respective statutory functions.

3. LEGAL BASIS

- 3.1. This Deed is entered into pursuant to section 106 of the Act to the intent that the covenants restrictions and requirements imposed on the Owners under this Deed and the Principal Agreement as varied by this Deed (“the Obligations”) create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and the City Council as local planning authorities
- 3.2. To the extent that any of the Obligations are not planning obligations within the meaning of the Act they are intended to be enforceable by the Council and the City Council pursuant to powers contained in section 111 of the Local Government Act

1972 section 1 of the Localism Act 2011 and all other powers enabling the Council and the City Council thereunto.

#### 4. THE OWNER'S COVENANTS

- 4.1. The Owners covenant with the Council and the City Council as set out in the First Schedule for itself and any successors in title to the Variation Land that the provisions of the Principal Agreement shall remain in full force and effect as is varied by this Deed
- 4.2. Sage Homes RP covenants to pay the reasonable costs incurred by the Council and the City Council in the drafting and completion of this Deed

#### 5. MISCELLANEOUS

- 5.1. The parties to this Deed do not intend that any of the terms of this Deed will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 5.2. The Owners hereby consent to the registration of this Deed as a local land charge
- 5.3. Any notices required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post to the principal address or registered office (as appropriate) of the relevant party and shall be deemed to have been served as follows:
  - 5.3.1. If personally delivered, at the time of delivery; and
  - 5.3.2. If sent by recorded delivery post 48 hours after the envelope was delivered into the custody of the postal authority within the United Kingdom
- 5.4. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.5. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 5.6. Nothing in this Deed shall be construed as restricting the exercise by the Council and the City Council of any powers exercisable by them under the Act in the exercise of any of its functions as a local authority.

#### 6. SITUS CONSENT

- 6.1. Situs acknowledges and declares that this Deed has been entered into with its consent and that the Charged Land shall be bound by the obligations contained in this Deed and that the security of the mortgages over the Charged Land shall take effect subject

to the Original Agreement as varied by this Deed PROVIDED THAT Situs (and any future mortgagee or chargee) shall otherwise have no liability under this Deed or the Original Agreement unless any breach of the obligations under this Deed are committed or continuing at a time when Situs is in possession of the Charged Land, in which event Situs shall be bound by the obligations as if it were a person deriving title from Sage Homes RP in accordance with the terms of this Deed. For the avoidance of doubt Situs will not be liable for any pre-existing breach prior to becoming a mortgagee in possession, and will have no liability for breaches which arise after it ceases to have any interest in the Charged Land.

7. WAIVER

7.1. No waiver (whether express or implied) by the Council and the City Council of any breach or default in performing or observing any of the covenant's terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and the City Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

8. JURISDICTION

8.1. This Deed is governed by and interpreted in accordance with the law of England

9. DELIVERY

9.1. The provisions of this Deed (save this clause) shall be of no effect until it has been dated.

**IN WITNESS** whereof the parties hereto have executed and delivered this Deed on the day and year first before written

## FIRST SCHEDULE: VARIATIONS

The Principal Agreement shall be varied only in respect of the Variation Land as follows:

- 1) Any and all references to “the Homes and Communities Agency” shall be deleted and replaced with “Homes England”
- 2) The definition of “Intermediate Housing” in the definitions table of the First Schedule, Part 1 shall be deleted and replaced with:

“One or more of Shared Ownership Dwellings or other Intermediate Dwellings as agreed by the Council”

- 3) The definition of “Intermediate Dwellings in the definitions table of the First Schedule, Part 1 shall be deleted and replaced with:

“Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing) and shared ownership as approved by the Council”

- 4) The definition of “Shared Equity Dwellings” in the definitions table of the First Schedule, Part 1 shall be deleted.

- 5) The definition of “Shared Ownership Lease” in the definitions table of the First Schedule, Part 1 shall be deleted and replaced with:

“a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:

- a. Not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider.
- b. Power to the purchaser to increase their ownership up to 100% if they so wish.
- c. An initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding the Consumer Prices Index (CPI) plus 1% or such other rent as complies with the requirements from time to time of Homes England.

- 6) Paragraph 1.4. of the First Schedule, Part 1, shall be deleted and replaced with the following:

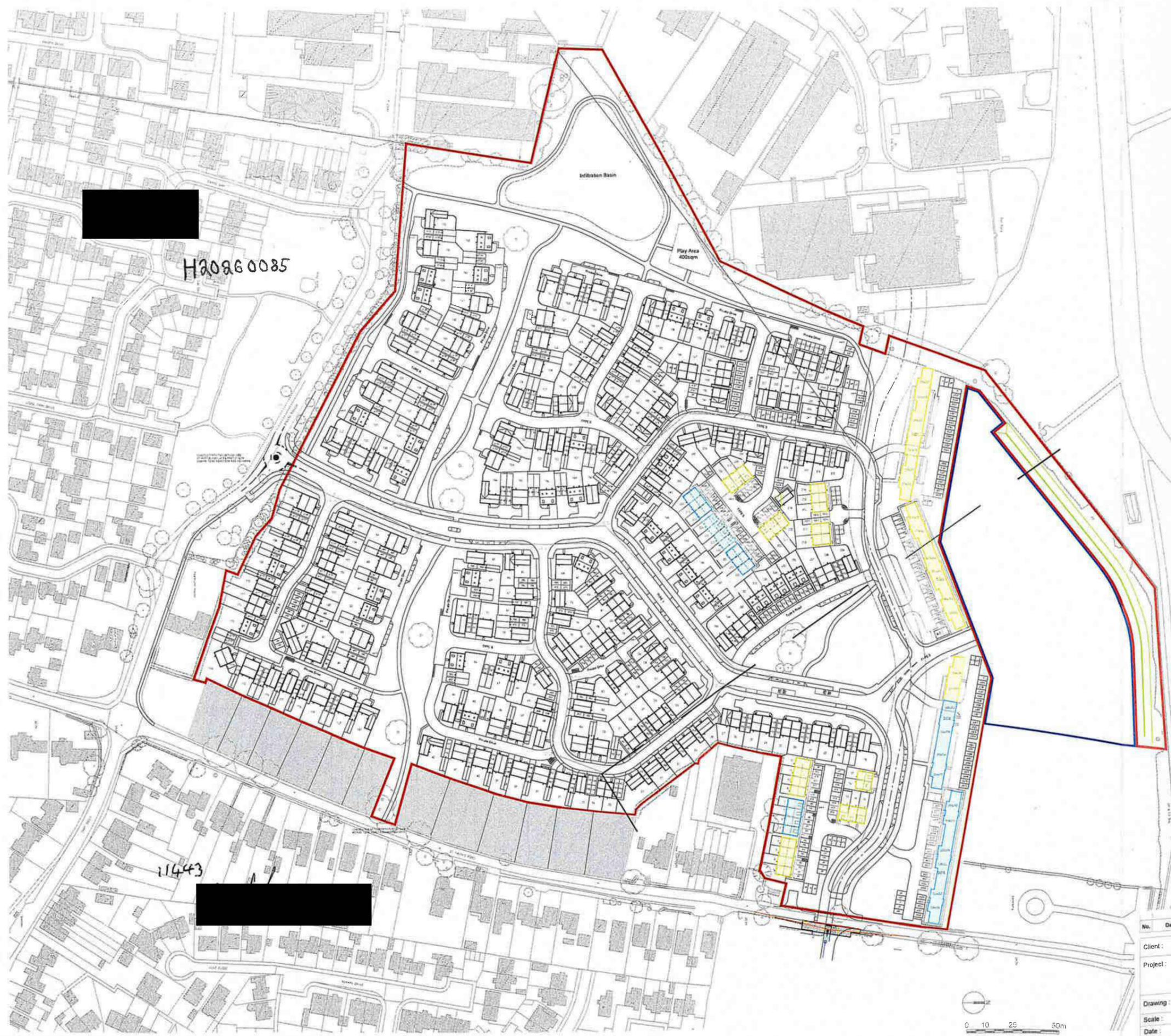
1.4. Not to use or allow the Affordable Dwellings to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme save that the provisions of this schedule shall not be binding on:

1.4.1. A person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or any mortgagee or chargee of such

person or any person deriving title from such person or any successor thereto and their respective mortgagees and charges

- 1.4.2. A leaseholder who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold interest or by a person who has acquired 100% of a Shared Equity Dwelling or any mortgagee or chargee of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and charges
- 1.4.3. A mortgagee of a Shared Ownership Dwelling lawfully exercising any mortgagee protection provisions within the Shared Ownership Lease or any person deriving title from that person or any successor thereto and their respective mortgagees and charges
- 1.4.4. 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 Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
  - a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable 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 Dwellings to another registered provider or to the 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 month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

**SECOND SCHEDULE: THE PLAN**



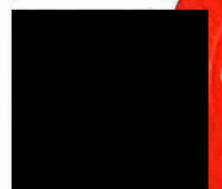
Key:

- Affordable Rent
- Shared Ownership

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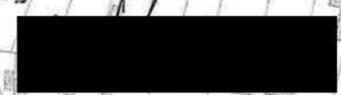


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Vice President

11443



No.	Date	Amendment	Initials
E	12.12.16	Minor amendments to layout	AE
D	15.11.16	Minor amendments to halting	AE
C	23.10.16	Halch amended to new layout	AE
B	06.08.16	Halch amended to new layout	AE
A	21.05.16	Roof orientation to plots 185/187 & 194/195 amended	LS

No.	Date	Amendment	Initials	No.	Date	Amendment	Initials
Client: Taylor Wimpey Project: St Faiths Road, Old Catton							
<b>Drawing: Affordable Tenure Plan</b>							
Scale: 1:1000 @ A1		Status: Planning		Date: March 2017		Dwg No: 17-2633-006	
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 www.grafik.co.uk

W:\projects\172633-St Faiths Road - Old Catton\Planning\Amendments Plans\172633\_Affordable Tenure Plan

**THIRD SCHEDULE: PLOT SCHEDULE**

Legal Entity	Plot Number	Address	Tenure
Sage Rented Limited (SRL)	1		Affordable Rent
Sage Rented Limited (SRL)	2		Affordable Rent
Sage Rented Limited (SRL)	3		Affordable Rent
Sage Rented Limited (SRL)	4		Affordable Rent
Sparrow Shared Ownership Limited	5		Shared Ownership
Sparrow Shared Ownership Limited	6		Shared Ownership
Sparrow Shared Ownership Limited	7		Shared Ownership
Sparrow Shared Ownership Limited	8		Shared Ownership
Sage Rented Limited (SRL)	9		Affordable Rent
Sage Rented Limited (SRL)	10		Affordable Rent
Sage Rented Limited (SRL)	11		Affordable Rent
Sage Rented Limited (SRL)	12		Affordable Rent
Sage Rented Limited (SRL)	13		Affordable Rent
Sage Rented Limited (SRL)	14		Affordable Rent
Sage Rented Limited (SRL)	15		Affordable Rent
Sage Rented Limited (SRL)	16		Affordable Rent
Sage Rented Limited (SRL)	17		Affordable Rent
Sage Homes RP Limited	210		Affordable Rent
Sage Homes RP Limited	211		Affordable Rent
Sage Homes RP Limited	212		Affordable Rent
Sage Homes RP Limited	213		Affordable Rent
Sage Homes RP Limited	214		Affordable Rent
Sage Homes RP Limited	220		Affordable Rent
Sage Homes RP Limited	221		Affordable Rent
Sage Homes RP Limited	222		Affordable Rent
Sage Homes RP Limited	223		Shared Ownership
Sage Homes RP Limited	224		Shared Ownership
Sage Homes RP Limited	225		Shared Ownership
Sage Homes RP Limited	226		Shared Ownership

Sage Homes RP Limited	227	Shared Ownership
Sage Homes RP Limited	228	Shared Ownership
Sage Homes RP Limited	229	Shared Ownership
Sage Homes RP Limited	230	Shared Ownership
Sage Homes RP Limited	231	Shared Ownership
Sage Homes RP Limited	232	Affordable Rent
Sage Homes RP Limited	233	Affordable Rent
Sage Homes RP Limited	234	Affordable Rent
Sage Homes RP Limited	235	Affordable Rent
Sage Homes RP Limited	259	Affordable Rent
Sage Homes RP Limited	260	Affordable Rent
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Sage Homes RP Limited	278	Affordable Rent
Sage Homes RP Limited	279	Affordable Rent
Sage Homes RP Limited	280	Affordable Rent



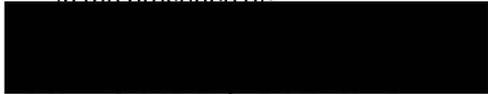
Sage Homes RP Limited	281	Affordable Rent
Sage Homes RP Limited	282	Affordable Rent
Sage Homes RP Limited	283	Affordable Rent
Sage Homes RP Limited	284	Affordable Rent
Sage Homes RP Limited	285	Affordable Rent
Sage Homes RP Limited	286	Affordable Rent
Sage Homes RP Limited	287	Affordable Rent
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Sage Homes RP Limited	290	Affordable Rent
Sage Homes RP Limited	291	Affordable Rent
Sage Homes RP Limited	292	Affordable Rent
Sage Homes RP Limited	293	Affordable Rent
Sage Rented Limited (SRL)	294	Affordable Rent
Sage Rented Limited (SRL)	295	Affordable Rent
Sage Rented Limited (SRL)	296	Affordable Rent
Sage Rented Limited (SRL)	297	Affordable Rent
Sage Rented Limited (SRL)	298	Affordable Rent
Sage Rented Limited (SRL)	299	Affordable Rent
Sage Homes RP Limited	300	Shared Ownership
Sage Homes RP Limited	301	Shared Ownership
Sage Homes RP Limited	302	Shared Ownership
Sage Homes RP Limited	303	Shared Ownership
Sage Homes RP Limited	304	Shared Ownership
Sage Homes RP Limited	305	Shared Ownership
Sage Homes RP Limited	306	Shared Ownership
Sage Homes RP Limited	307	Shared Ownership
Sage Homes RP Limited	308	Shared Ownership
Sage Homes RP Limited	309	Shared Ownership
Sage Homes RP Limited	310	Shared Ownership
Sparrow Shared Ownership Limited	311	Shared Ownership



**THE COMMON SEAL** of  
**BROADLAND DISTRICT COUNCIL**  
was hereto affixed in the  
presence of

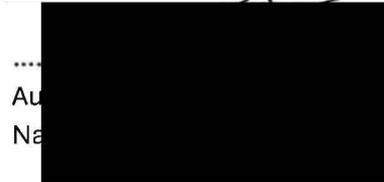
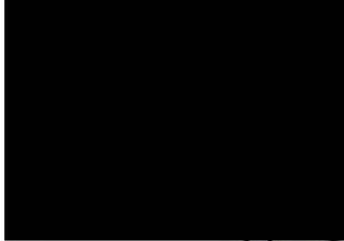


**EXECUTED** as a **DEED** by  
affixing the **CORPORATE SEAL**  
of **THE CITY COUNCIL OF NORWICH**  
in the presence of:

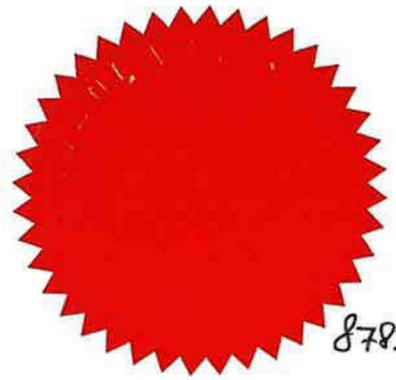
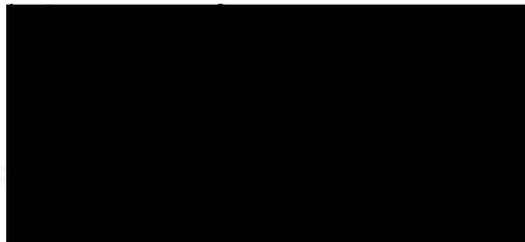


Authorised Officer

**EXECUTED** as a **DEED** by  
**SAGE HOMES RP LIMITED**



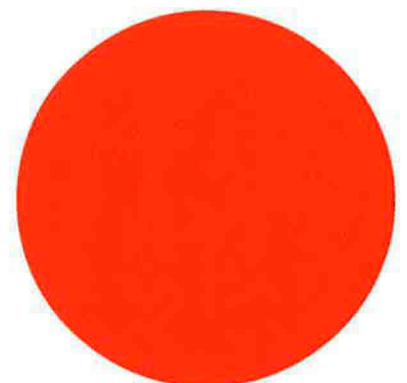
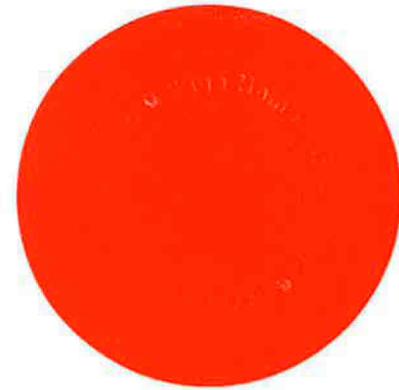
**EXECUTED** as a **DEED** by  
**SPARROW SHARED OWNERSHIP LIMITED**  
by affixing the common seal



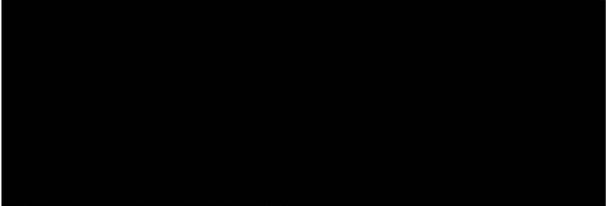
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**EXECUTED as a DEED by  
SITUS ASSET MANAGEMENT LIMITED**



Print Name of Attorney.

in the  
Witness  
Signat

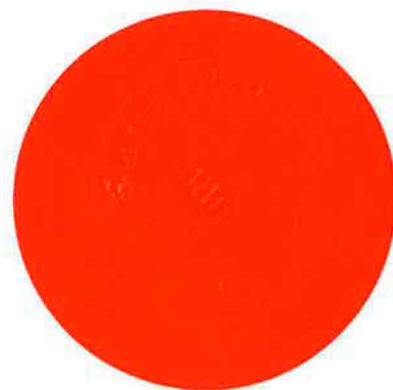


Witness  
Name

Witness  
Address..... London E14 5HZ

.....

**EXECUTED** as a **DEED** by affixing  
the **COMMON SEAL** of  
**SAGE RENTED LIMITED**  
in the presence of



THE COMMON SEAL OF  
**NORFOLK COUNTY COUNCIL**  
was affixed hereto in the presence of:

*A. Hassan*

authorised to sign for and on behalf of  
the Director of Legal Services (nplaw) and Monitoring Officer  
and this deed has been duly and properly executed  
in accordance with the constitution of Norfolk County Council

)  
)  
)

