

Dated

7th AUGUST.

2026

BROADLAND DISTRICT COUNCIL

and

**BDW TRADING LIMITED and NORFOLK HOMES LIMITED
and ABEL HOMES LIMITED**

and

[REDACTED] and [REDACTED]

**DEED OF VARIATION OF PLANNING AGREEMENT UNDER
SECTION 106 AND SECTION 106A OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

relating to land at Marriott's Park, Taverham, Norfolk



Flint Buildings
1 Bedding Lane
Norwich
NR3 1RG

Ref: JZM/BXB/250654.0008

THIS DEED OF VARIATION is dated

7TH August

2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of the Horizon Centre, Broadland Business Park, Peachman Way, Norwich, NR7 0WF acting in its capacity as local planning authority, local housing authority and other enabling powers ("**Council**");
- (2) **BDW TRADING LIMITED** (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville LE67 1UF ("**BDW**");
- (3) **NORFOLK HOMES LIMITED** (Co. Regn. No. 01910791) of Weybourne Road, Sheringham NR26 8WB ("**Norfolk Homes**");
- (4) **ABEL HOMES LIMITED** (Co. Regn. No. 02087224) of Neaton Business Park, Norwich Road, Watton, Thetford IP25 6JB ("**Abel Homes**"); and
- (5) [REDACTED] and [REDACTED] as trustees of The Breck Farm Trust, care of Mills & Reeve LLP, 1 St. James Court, Norwich NR3 1RU ("**Mortgagee**")

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated.
- (B) BDW is the registered proprietor of part of the BDW Land registered at H M Land Registry under title number NK540990.
- (C) BDW, Norfolk Homes, and Abel Homes are together the registered proprietors of that part of the BDW Land registered at H M Land Registry under title number NK541297.
- (D) BDW, Norfolk Homes, and Abel Homes are together the registered proprietors of that part of the NH Land registered at H M Land Registry under title number NK541297.
- (E) The Mortgagee has a charge over the parts of the BDW Land and NH Land registered at H M Land Registry under title number NK541297.
- (F) Pursuant to a transfer dated 11 November 2024, there is a pending transfer at H M Land Registry against title number NK541297 for the transfer of part of the land NH Land from BDW, Norfolk Homes and Abel Homes to Norfolk Homes (under new title number NK541007).

- (G) A Section 106 Agreement dated 4 September 2024 was made between (1) Broadland District Council (2) Norfolk County Council and (3) Kate Alice Paul and David Edward Brown and Sam James Watkinson ("**the Principal Agreement**").
- (H) The Parties have agreed to enter into this supplement deed and variation to modify the Seventh Schedule of the Principal Agreement.
- (I) This Deed is made under Sections 106 and 106A of the Act and is supplemental to the Principal Agreement.

1 DEFINITIONS

- 1.1 In this Deed the following expressions have the following meanings:

"Parties" the Owners, the Council and the Mortgagee

"Owners" together BDW, Norfolk Homes, and Abel Homes

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the Principal Agreement and the terms of the Principal Agreement shall apply to this Deed mutatis mutandis
- 2.2 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.3 The headings and contents list are for reference only and shall not affect construction and/or interpretation
- 2.4 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.5 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 shall include any successors to its statutory functions
- 2.6 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms all such words shall be

construed interchangeably in that manner

2.7 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

2.8 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers or functions

3 LEGAL EFFECT

3.1 This Deed is made pursuant to Section 106 and Section 106A of the Act and constitutes a planning obligation binding the Site which is enforceable by the Council.

3.2 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed in respect of any period during which it or they no longer have an interest in the Site or in the part in respect of which the breach, non-performance or non-observance occurs but without prejudice to liability for any subsisting breach, non-performance or non-observance prior to parting with such interest

3.3 To the extent that there is any conflict between the terms of this Deed and the Principal Agreement then the terms of this Deed shall prevail

3.4 The covenants in this Deed are enforceable only by the Council as local planning authority and no part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999

4 CONDITIONALITY

This Deed shall become effective upon the date hereof

5 MODIFICATION OF THE PRINCIPAL AGREEMENT

The Parties agree that Principal Agreement shall be modified as set out in Schedule 1 to this Deed AND that for the avoidance of doubt the planning obligations within the Principal Agreement (as amended by this Deed) shall otherwise continue to remain in full force and effect in respect of the Site

6 MISCELLANEOUS

6.1 This Deed is registerable as a local land charge by the Council.

6.2 Following the performance and satisfaction of all the obligations contained in the Principal Agreement and this Deed the Council shall, at the written request of any of the Owners,

forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed

- 6.3 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
- 6.4 The Owners hereby agree on or before the date hereof to pay the Council's reasonable legal costs of negotiating and completing this Deed
- 6.5 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

7 MORTGAGEE

The Mortgagee consents to this Deed so that its interests in the BDW Land and NH Land under title number NK541297 are bound by the obligations contained in this Deed and agrees that its security over that land takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of part of that land (for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed).

8 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9 GOVERNING LAW

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

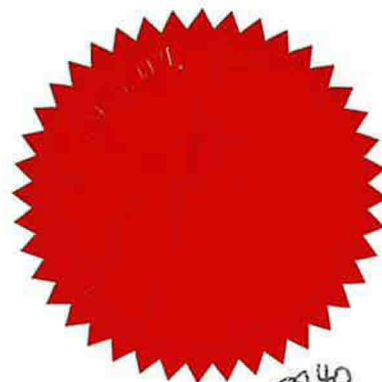
10 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the parties hereto have executed this Deed as a deed on the day and year first before written.

THE COMMON SEAL OF **BROADLAND**)
DISTRICT COUNCIL was hereunto affixed in the)
presence of:)

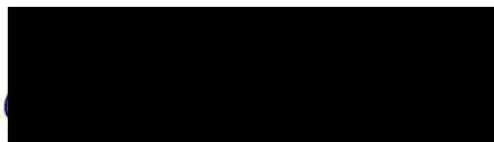
Authorised Officer:



8840

and this deed has been duly and properly
executed in accordance with the constitution of
Broadland District Council

EXECUTED as a DEED by **NORFOLK HOMES**)
LIMITED acting by two directors or a director and)
a secretary:



Director



Director/Secretary

EXECUTED as a DEED by **ABEL HOMES**)
LIMITED acting by two directors or a director and)
a secretary:



Director



Director/Secretary

EXECUTED as a DEED by)

.....)

..... and)

.....)

.....)

as attorneys for **BDW TRADING LIMITED** under)

a power of attorney dated 2 July 2026 in the)

presence of:

Attorney Signature:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: *Senior Planning Manager*

Attorney Signature: ...

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation: *Senior Planning Manager*

EXECUTED as a DEED by [REDACTED])
[REDACTED] acting by [REDACTED] under a)
power of attorney dated [26/06/26])

[REDACTED]
.....
Signature of attorney

in the presence of:

[REDACTED]
.....
Witness signature:

Name of witness: [REDACTED]

Address: [REDACTED]

Occupation: Trainee solicitor

EXECUTED as a DEED by [REDACTED])
acting by [REDACTED] under a power of)
attorney dated [26/06/26])

[REDACTED]
.....
Signature of attorney

in the presence of:

[REDACTED]
.....
Witness signature:

Name of witness: [REDACTED]

Address: [REDACTED]

Occupation: Trainee solicitor

EXECUTED as a DEED by [REDACTED])
[REDACTED] acting by [REDACTED])
under a power of attorney dated [26/06/26])

[REDACTED]

Signature of attorney

in the presence of:

[REDACTED]

Witness signature:

Name of witness: [REDACTED]

Address: [REDACTED]

Occupation: Trainee Solicitor

Schedule 1

Variation

The Parties agree to vary the Principal Agreement as follows:

1. The following definitions shall be added at the Seventh Schedule of the Principal Agreement:

"Access and Services"

means:

- a. *access to a public highway; and*
- b. *connections for electricity, telecommunications, water, surface water and wastewater*

"BDW Land"

means the land edged black (which for the avoidance of doubt includes the land edged red) on the BDW Plan

"BDW Marketing Period"

means a minimum period of 12 months from the date the relevant BDW Self/Custom Build Plot is provided with Access and Services and is first marketed PROVIDED THAT if the relevant BDW Self/Custom Build Plot is transferred in accordance with paragraph 4.5 of this Schedule the relevant BDW Marketing Period shall cease/not commence (as the case may be)

"BDW Phase 1"

means the two parcels of land edged black and respectively marked "Barratt Phase 1" and "David Wilson Phase 1" on the BDW Plan

"BDW Phase"

means a Phase of the Development comprised within the BDW Land

"BDW Plan"

means the plan appended to this deed with reference H9124_2A-SB-001 Rev A or such other plan as may be agreed with the Council

"BDW Self/Custom Build Marketing Strategy"

means a marketing strategy for each of the BDW Self/Custom Build Plots on a BDW Phase which shall include the following details (unless otherwise agreed in writing);

- a) *The period of marketing for the relevant BDW Self/Custom Build Plots (which for the avoidance of doubt shall be no less than 12*

months);

- b) *The terms on which the relevant BDW Self/Custom Build Plots will be marketed (including the sales price, marketing brochure and any alternative or additional marketing in the event that there is little/no interest in the BDW Self/Custom Build Plots);*
- c) *Contact details of the marketing agent; and*
- d) *Such other information as the Council may reasonably require to enable approval of the strategy;*

or such other strategy as may be agreed between BDW (as the owner of the BDW Land) and the Council

“BDW Self/Custom Build Plots” *means the plots on which BDW/NH Self/Custom Build Houses are to be provided as agreed through the BDW Self/Custom Build Scheme*

“BDW Self/Custom Build Provision” *means five per cent (5%) of the Dwellings (not including Flats) to be provided on the relevant BDW Phase as BDW Self/Custom Build Plots*

“BDW Self/Custom Build Scheme” *means a scheme identifying the location of the BDW Self/Custom Build Provision for a BDW Phase, which for the avoidance of doubt may lie outside the relevant BDW Phase and shall include any amendments, revisions or substitutions approved by the Council in writing, and specifying the location and size of the BDW Self/Custom Build Plots and a timetable for the provision of Access and Services*

“BDW/NH Self/Custom Build House” *means a Dwelling which is either:*

- a) *built by a BDW/NH Self-Builder with the assistance of appropriate tradesmen; or*
- b) *commissioned from a builder contractor or package company by a BDW/NH Self-Builder;*

PROVIDED THAT:

- c) *the BDW/NH Self-Builder has had primary input into the final*

design of the relevant dwelling;

d) such dwelling shall be Occupied as a sole or main residence of the BDW/NH Self-Builder, and

e) the exclusion in section 1(A2) of the Self-build and Custom Housebuilding Act 2015 does not apply;

and "BDW/NH Self/Custom Build Houses" shall be construed accordingly

"BDW/NH Self-Builder" *means an individual person or associations of individuals who intends or intend to build or commission a BDW/NH Self/Custom Build House*

"Flat" *means a Dwelling that forms part of a building that is horizontally divided from some other part of that building, and shall include but not be limited to flats, apartments, duplexes, coach houses and maisonettes*

"NH Land" *means the land edged and hatched black (which for the avoidance of doubt includes the land edged red) on the NH Plan*

"NH Marketing Period" *means a minimum period of 12 months from the date the relevant NH Self/Custom Build Plot is provided with Access and Services and is first marketed PROVIDED THAT if the relevant NH Self/Custom Build Plot is transferred in accordance with paragraph 5.5 of this Schedule the relevant NH Marketing Period shall cease/not commence (as the case may be)*

"NH Phase 1" *means the land edged and hatched black and marked 'NH1' on the NH Plan*

"NH Phase" *means a Phase of the Development comprised within the NH Land*

"NH Plan" *means the plan appended to this deed with reference NHM1/Z1/001 Rev A or such other plan as may be agreed with the Council*

"NH Self/Custom Build Marketing Strategy" means a marketing strategy for each of the NH Self/Custom Build Plots on an NH Phase which shall include the following details (unless otherwise agreed in writing);

- a) The period of marketing for the relevant NH Self/Custom Build Plots (which for the avoidance of doubt shall be no less than 12 months);
- b) The terms on which the relevant NH Self/Custom Build Plots will be marketed (including the sales price, marketing brochure and any alternative or additional marketing in the event that there is little/no interest in the NH Self/Custom Build Plots);
- c) Contact details of the marketing agent; and
- d) Such other information as the Council may reasonably require to enable approval of the strategy;

or such other strategy as may be agreed between Norfolk Homes (as the owner of the NH Land) and the Council

"NH Self/Custom Build Plots" means the plots on which BDW/NH Self/Custom Build Houses are to be provided as agreed through the NH Self/Custom Build Scheme

"NH Self/Custom Build Provision" means five per cent (5%) of the Dwellings (not including Flats) to be provided on an NH Phase as NH Self/Custom Build Plots

"NH Self/Custom Build Scheme" means a scheme identifying the location of the NH Self/Custom Build Provision for an NH Phase, which for the avoidance of doubt may lie outside the relevant NH Phase and shall include any amendments, revisions or substitutions approved by the Council in writing, and specifying the location and size of the NH Self/Custom Build Plots and a timetable for the provision of Access and Services

"Non-BDW/NH Phase" means a Phase of the Development which is not comprised within the BDW Land or the NH Land

2. The BDW Plan and NH Plan at Appendix 1 and 2 to this Deed shall be appended to the

Principal Agreement.

3. In paragraph 3 of the Seventh Schedule *"An application for reserved matters in any Phase that includes Dwellings"* shall be deleted and replaced with the following *"In relation to an application for reserved matters in any Non-BDW/NH Phase that includes Dwellings"*.
4. In paragraph 3 of the Seventh Schedule *"in that Phase in that Phase"* the duplication of the words *"in that Phase"* shall be deleted so that it reads as *"of the Dwellings in that Phase"*.
5. A new paragraph 4 shall be added to the Seventh Schedule as follows:

"4. In relation to the BDW Land, the Owners covenant in respect of the BDW Land :

4.1 Within three months of the Commencement of the Development on BDW Phase 1, to:

4.1.1 submit the BDW Self/Custom Build Scheme for BDW Phase 1 to the Council for approval; and

4.1.2 submit the BDW Self/Custom Build Marketing Strategy for BDW Phase 1 to the Council for approval;

and the Owners shall not carry out any further Development on BDW Phase 1, or Occupy or permit the Occupation of any Dwelling in BDW Phase 1, from the date three months after the date of Commencement on BDW Phase 1 unless and until the BDW Self/Custom Build Scheme for that BDW Phase 1 and the BDW Self/Custom Build Marketing Strategy for that BDW Phase 1 have been approved in writing by the Council.

4.2 To provide the BDW Self/Custom Build Plots for a BDW Phase with Access and Services in accordance with the BDW Self/Custom Build Scheme for that Phase.

4.3 Within three months of the Commencement of Development in any BDW Phase (excluding BDW Phase 1) to submit the BDW Self/Custom Build Scheme and BDW Self/Custom Build Marketing Strategy for that BDW Phase to the Council for approval and BDW shall not carry out any further Development on that BDW Phase, or Occupy or permit the Occupation of any Dwelling in that BDW Phase, from the date three months after the date of Commencement on that BDW Phase unless and until the BDW Self/Custom Build Scheme and BDW Self/Custom Build Marketing Strategy for that BDW Phase has been approved in writing by the Council.

4.4 To market the BDW Self/Custom Build Plots in accordance with the relevant approved BDW Self/Custom Build Marketing Strategy for that BDW Phase for the duration of the BDW Marketing Period.

4.5 Not to transfer the freehold title of a BDW Self/Custom Build Plot other than to a BDW/NH Self-Builder PROVIDED THAT if BDW demonstrates after the minimum relevant BDW Marketing Period to the Council's written satisfaction that there has been no material interest in the relevant BDW Self/Custom Build Plot then the obligations in this Schedule shall cease to apply in relation to the relevant BDW Self/Custom Build Plot."

6. A new paragraph 5 shall be added to the Seventh Schedule as follows:

"5. In relation to the NH Land, the Owners covenant in respect of the NH Land:

5.1 Within 3 months of the Commencement of the Development on NH Phase 1, to:

5.1.1 submit the NH Self/Custom Build Scheme for NH Phase 1 to the Council for approval; and

5.1.2 submit the NH Self/Custom Build Marketing Strategy for NH Phase 1 to the Council for approval;

and the Owners shall not carry out any further Development on NH Phase 1, or Occupy or permit the Occupation of any Dwelling in NH Phase 1, from the date three months after the date of Commencement on NH Phase 1 unless and until the NH Self/Custom Build Scheme for that NH Phase 1 and the NH Self/Custom Build Marketing Strategy for that NH Phase 1 have been approved in writing by the Council.

5.2 To provide the NH Self/Custom Build Plots for an NH Phase with Access and Services in accordance with the NH Self/Custom Build Scheme for that Phase.

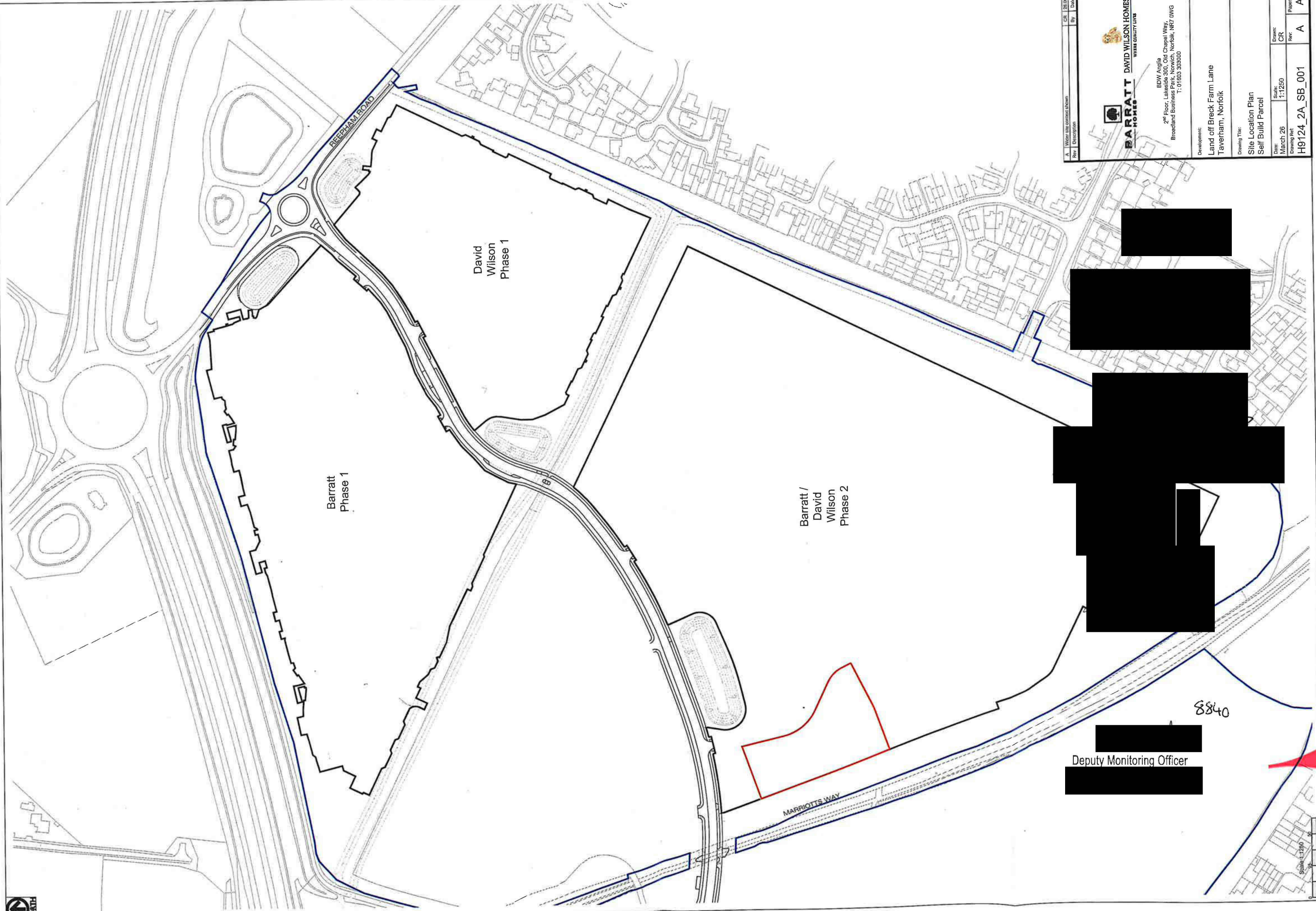
5.3 Within three months of the Commencement of Development in any NH Phase (excluding NH Phase 1) to submit the NH Self/Custom Build Scheme and NH Self/Custom Build Marketing Strategy for that NH Phase to the Council for approval and Norfolk Homes shall not carry out any further Development on that NH Phase, or Occupy or permit the Occupation of any Dwelling in that NH Phase, from the date three months after the date of Commencement on that NH Phase unless and until the NH Self/Custom Build Scheme and NH

Self/Custom Build Marketing Strategy for that NH Phase has been approved in writing by the Council.

- 5.4 *To market the NH Self/Custom Build Plots in accordance with the relevant approved NH Self/Custom Build Marketing Strategy for the duration of the NH Marketing Period.*
- 5.5 *Not to transfer the freehold title of a NH Self/Custom Build Plot other than to a BDW/NH Self-Builder PROVIDED THAT if NH demonstrates after the minimum relevant NH Marketing Period to the Council's written satisfaction that there has been no material interest in the relevant NH Self/Custom Build Plot then the obligations in this Schedule shall cease to apply in relation to the relevant NH Self/Custom Build Plot."*

Appendix 1

BDW Plan

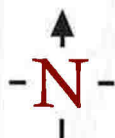


A. Where the contract is known		CR	26.05.25
Rev	Description	By	Date
BARRATT DAVID WILSON HOMES WHERE QUALITY LIVES			
BDW Anglia 2nd Floor, Lakeside 300, Old Chapel Way, Broadland Business Park, Norwich, NR7 0WG T: 01603 303000			
Development: Land off Breck Farm Lane Taverham, Norfolk			
Drawing Title: Site Location Plan Self Build Parcel			
Date:	March 26	Scale:	1:1250
Drawn:	CR	Rev:	A
Drawing Ref:	H9124_2A_SB_001		
Page:	A1		

8840
Deputy Monitoring Officer

Appendix 2

NH Plan



A1270

NH2

NH3

Location of Self-Build Plots

NH1

Kingswood Avenue

0m 20m 40m 60m 80m 100m

Rev.	Revisions	Date	By
-	Original Drawing.	08.06.26	JH
A	Red Line Amended.	12.06.26	JH

Job Title
Marriott's Park, Taverham
Norfolk Homes Phase 3

Drawing Title
Phase 3 Self Build Plots

Drawing Status **Norfolk Homes Internal Only**

Scale 1/2000 A2 Paper Size



Norfolk Homes
BUILDING EXCEPTIONAL HOMES SINCE 1985

Weybourne Road, Sheringham, Norfolk, NR26 8WB
01263 825 679 norfolkhomes.co.uk

Dwg No. **NHM1/Z1/001**

Rev. **A**

