

Dated

7 JUNE

2016

BROADLAND DISTRICT COUNCIL

-and-

ORBIT SOUTH HOUSING ASSOCIATION LIMITED

-and-

ORBIT GROUP LIMITED

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

relating to the development of land adjacent to 24 Norwich Road, Salhouse

THIS DEED OF VARIATION is dated

7 JUNE

2016

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU (referred to as "the Council")
- (2) ORBIT SOUTH HOUSING ASSOCIATION LIMITED (company registration number 27802R) of Foy House, 27-29 High Street, Margate, Kent CT9 1DL and ORBIT GROUP LIMITED (company registration number: 28503R) of Garden Court, Harry Weston Road, Binley Business Park, Binley, Coventry CV3 2SU (referred to jointly as "the Owner")

Together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Plots are located.
- (B) The Owner is the registered proprietor of the Affordable Housing Units known as plots numbered 1 and 2 and edged in red on the plan 1 attached to this Deed of Variation registered at the Land Registry under title number NK452968 and plots numbered 3, 4, 18 and 19 and edged in red on the plan 2 attached to this Deed of Variation registered at the Land Registry under title number NK452969 ("the Plots") at Barn Piece Close, Norwich Road, Salhouse and being part of the Site bound by the Original Agreement as varied by the First Supplemental Agreement.
- (C) The parties have agreed to vary the Original Agreement as varied by the First Supplemental Agreement in relation to the Plots only as set out in Clause 3 of this Deed.
- (D) The expressions in this Deed have the meaning ascribed to them in the Original

Agreement as varied by the First Supplemental Agreement save as expressly provided in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Deed the following expressions have the following meanings:

“ORIGINAL AGREEMENT” means the Deed dated 9TH April 2015 entered into pursuant to Section 106 of the Planning Act and all other enabling powers and made between Broadland District Council (1) Trustees of the J Cator 1984 Settlement Henry Greville Cator and Sara Elizabeth Cator (2) and Derek Ingram Limited (3)

“FIRST SUPPLEMENTAL AGREEMENT” means the Deed dated 29th September 2015 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) made between the Council (1) and Derek Ingram Limited (2)

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement as varied by the First Supplemental Agreement and is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council.
- 2.2 The terms and conditions of the Original Agreement as varied by the First Supplemental Agreement shall remain in full force and effect except as varied by this Deed.

3. VARIATION

3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as varied by the First Supplemental Agreement in relation to the Plots only as follows:

3.2 The definition of "Affordable Housing Scheme" in the Original Agreement shall be amended by deleting the number 70 after the word 'approximately' and substituting it with the number 50 and the number 30 after the word 'remaining' shall be deleted and substituted with the number 50.

3.3 In paragraph 1.10 of the First Schedule the words ^{AHP} "in possession" shall be removed and replaced with "exercising their powers of sale".

^{AHP or the owner of the Shared Ownership Dwelling D.P.}
3.4 Paragraph 1.10.3 of the First Schedule is to be deleted and replaced with the following:

"if, having used reasonable endeavours, the relevant Affordable Housing Units are not transferred in accordance with clause 1.10.2 of the First Schedule then the mortgagee shall be entitled to dispose of the Affordable Housing Units free of the restrictions contained in this Deed PROVIDED THAT the parties may agree to extend the period for the transfer and the mortgagee shall not be required to act contrary to the terms of any charge and that the Council must give their full consideration to protect the interest in the Affordable Housing Units in respect of the monies outstanding under the charge or mortgage."

3.5 The definition of Shared Equity Arrangements is to be deleted and replaced with the following:

"The arrangements to be put in place to ensure the Shared Equity Dwellings are

provided by freehold disposal or lease up to 75% of Open Market Value which shall include arrangements enabling the lessee to staircase up to 100% of Open Market Value.

- 3.6 In all other respects the contents of the Original Agreement as varied by the First Supplemental Agreement are confirmed and agreed and shall continue to bind the Site as varied by this Deed.

4. OTHER PROVISIONS

- 4.1 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 4.2 The Owner warrants that he has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Plots.
- 4.3 This Deed is a Local Land Charge and shall be registered as such.
- 4.4 The Owner holds the Plots as an exempt charity.

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

THE COMMON DEAL of)
BROADLAND DISTRICT COUNCIL)
Was hereunto affixed)
In the presence of)

Authorised Officer

M. Murren

Head of Democratic Services and
Monitoring Officer



Executed as a Deed by affixing the
Common Seal of ORBIT
SOUTH LIMITED in the presence of



~~Authorised signatory~~
~~Director~~

)

~~Authorised signatory~~
~~Secretary~~

)

Executed as a Deed by affixing the
Common Seal of ORBIT
GROUP LIMITED in the presence of



~~Authorised signatory~~
~~Director~~

)

~~Authorised signatory~~
~~Secretary~~

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