

Dated

19 April

2024

ORBIT HOMES (2020) LIMITED

-and-

BROADLAND DISTRICT COUNCIL

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

relating to land to the East of Buxton Road, Spixworth, Norwich

THIS DEED is dated

19 APRIL

2024

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF (referred to as "the Council");
- (2) **ORBIT HOMES (2020) LIMITED** Company number 6950748 whose registered office is at Garden Court, Harry Weston Road, Coventry, CV3 2SU (referred to as "the Owner").

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is situated.
- (B) The Owner owns the freehold of the Site.
- (C) The Parties are entering into this Deed to secure amendments to the affordable housing obligations only and have agreed that Norfolk County Council do not need to be a party to the Deed because they are not an authority by whom any obligation that is being varied by this Deed is enforceable in accordance with section 106A Town & Country Planning Act 1990.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 21 May 2015 made under Section 106 of the Act between the Council (1) Norfolk County Council (2) Kevin Michael Jermy and Michelle Louise Jermy (3) Tina Marie Gratton and Lynda Annette Blythin and (4) Cirrus Strategic Land (Number 2) Limited containing planning obligations enforceable by the Council and Norfolk County
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Council relating to planning permission numbered 2016/0652 as varied by a Deed of Variation made by the same parties and dated 7 February 2017.

**2. LEGAL BASIS**

- 2.1 This Deed is supplemental to the Original 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 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 set out in the Schedule to this Deed;
- 3.2 In all other respects the contents of the Original 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.

## SCHEDULE 1

The Parties agree to vary the Original Agreement as follows

1. A new clause 5.14 shall be inserted into the Original Agreement as follows:  
*"5.14 save for the obligations contained in Second Schedule to this Deed (which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings) the covenants, restrictions and requirements contained in this Deed shall not be enforceable against individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease".*
2. The definition of "Shared Ownership Lease" in the Second Schedule of the Original Agreement shall be amended to read as follows:  
*"a lease in a form approved by HE or where there is no such form in a form approved by the Council such lease to provide for the following:*
  - 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*
  - power to the purchaser to increase their ownership up to 100% if they so wish*
  - 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 HE"*
3. Paragraph 1.4.4 of the Second Schedule shall be replaced with the following:  
*"1.4.4. a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) 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 (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** *it has first complied with the following:*

- a) *such mortgagee or chargee or Receiver shall first give 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, 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 obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings”.*

4. Two new definitions shall be inserted at the Second Schedule for Affordable Housing:

“Social Rented Dwellings”

Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent;

“Target Rent”

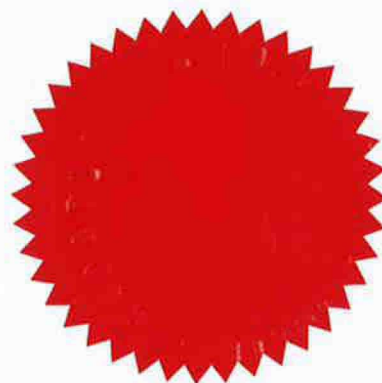
The rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council.

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

**THE COMMON SEAL of BROADLAND DISTRICT COUNCIL)**

was affixed in the presence of:

  
Deputy Monitoring Officer  
Linda Mockford



8509-

Authorised Signatory:

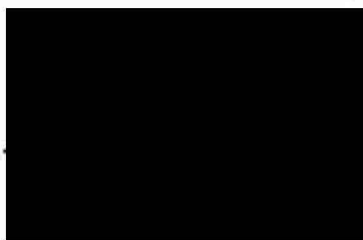
and this deed has been duly and properly executed

in accordance with the constitution of Broadland District Council

**EXECUTED as a DEED**  
by affixing the Common Seal of  
**Orbit Homes (2020) Limited**  
in the presence of

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)  
)  
)

Director .....



X

Director/Secretary .....



X

