

Dated

07 FEBRUARY

2017

BROADLAND DISTRICT COUNCIL

-and-

KEVIN MICHAEL JERMY

-and-

MICHELLE LOUISE JERMY

-and-

TINA MARIE GRATTON

- and -

LYNDA ANNETTE BLYTHIN

-and-

CIRRUS STRATEGIC LAND (NUMBER 2) LIMITED

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

relating to land East of Buxton Road, Spixworth, Norwich

THIS DEED OF VARIATION is dated 07 FEBRUARY 2017

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (referred to as "the Council")
- (2) **KEVIN MICHAEL JERMY** of 48 Luscombe Way, Rackheath, Norwich, NR13 6SS and **MICHELLE LOUISE JERMY** of 60 Harvest Close, Hainford, Norwich, NR10 3TA (referred to as "the First Owners") and;
- (3) **TINA MARIE GRATTON** of 34 Anchor Street, Coltishall, Norwich, NR12 7AQ and **LYNDA ANNETTE BLYTHIN** of 6 Chenery Drive, Sprowston, Norwich, NR7 8RR (referred to as "the Second Owners") and;
- (4) **CIRRUS STRATEGIC LAND (NUMBER 2) LIMITED** (Company Number 08812289) of 4 St Mary's House, Duke Street, Norwich, NR3 1QA (referred to as "the Developer")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Developer through their agent has an option to purchase the Site which is reserved under title numbers NK457968 and NK247493 and has made the Application to the Council and the Council has resolved to approve the Application provided the Parties enter into this Deed
- (C) The Owners together own the freehold of the Site which is registered at the Land Registry under title numbers NK247493 and NK457968 free from financial charge

- (D) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed
- (E) The Parties have agreed that Norfolk County Council do not need to be a party to this 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:

"Application"	Application 2016/0652 dated 04 April 2016 submitted by the Developer to amend the Affordable Housing Schedule in the Original Agreement
"Original Agreement"	An agreement dated 21 May 2015 made under Section 106 of the Act between the Council (1) Norfolk County Council (2), the First Owners (3), the Second Owners (4) and the Developer (5) containing planning obligations enforceable by the Council
"Owners"	the first Owners and the second Owners together

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 Developer will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 The Owners warrant that they have full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site

Schedule Variation

The Parties agree to vary the Original Agreement as follows:

1. The following definitions located in the Second Schedule of the Original Agreement shall be amended to read as follows:

"Affordable Housing Mix"	A minimum of 55 per cent Rented Housing and 45 per cent Intermediate Housing (or such other percentages as the Owners and the Council may agree)
--------------------------	--

"Affordable Housing Provision"	The provision of Affordable Dwellings on the Site equating to 20 per cent of the total
--------------------------------	--

number of Dwellings in accordance with the Affordable Housing Mix

"Approved Affordable Housing Scheme" Any Affordable Housing Scheme as approved by the Council including any amendment, revision or substitution approved by the Council in writing

"Intermediate Housing" One or more of Intermediate Dwellings Shared Equity Dwellings and Shared Ownership Dwellings as agreed with the Council

"Intermediate Rented Dwellings" Dwellings at prices and rents above those of social rented dwellings but below market price or rents and at prices or rents (which shall in any event be no more than 80 per cent of local market rents including any service charges and shall not exceed the local housing allowance for that area) that Eligible Persons can afford as determined by the Council acting reasonably including shared equity products (eg HomeBuy) other low cost homes for sale and intermediate rent but not including Affordable Rented Dwellings or low cost market housing.

"Rented Housing" One or more of Affordable Rented Dwellings, Intermediate Rented Dwellings and Social Rented Dwellings.

"Shared Ownership Lease" A lease in a form approved by the Homes and Communities Agency or where there is no such form in a form approved by the

Council such lease to provide for the following:

- not more than 50% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider provided that the upper limit of the percentage equity initially sold may exceed 50 provided that the average percentage equity sold across the Site shall not exceed 50.
- power to the purchaser to increase their ownership up to 100% if they so wish
- rent at an annual level not exceeding 2.75% of the value of the equity retained by the Provider

2. The following definitions shall be read as inserted into the Second Schedule of the Planning Obligation:

“Open Market Dwelling”

means all of the Dwellings that are not Affordable Housing

3. The Planning Obligation shall be amended by varying the Second Schedule as follows:

- a. Paragraph 1.4.1 shall be amended to read as follows:

by a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire (including the extended Right

to Buy as provided for by Chapter 1 Part 4 of the Housing and Planning Act 2016 or any other statutory right in force from time to time entitling tenants of the Provider- to purchase their homes and any voluntary programme for disposals by the Provider approved by the Homes and Communities Agency) or any mortgagee or charge of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and charges.

- b. Paragraph 1.4.4 c) shall be amended to read as follows:

If, having used reasonable endeavours, the relevant Affordable Dwellings are not transferred in accordance with b) above then the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this Deed Provided That the parties may agree to extend the period for transfer in writing.

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:


)
)



Authorised Signatory:

CHIEF EXECUTIVE

Signed as a DEED by
TINA MARIE GRATTON
was in the presence of:

) T.M. Gratton
)

Signature



Witness

Jay Mehta
Hares Road
1 Bedding Lane.
NR3 1RG.

Signed as a DEED by
LYNDA ANNETTE BLYTHIN
was in the presence of:

) Lynda A. Blythin
)

Signature 

Witness Jay Mehhta,
Houses Percival Wp.
1 Bedding Lane.
NR3 1RG.

Signed as a DEED by
KEVIN MICHAEL JERMY
was in the presence of:

) 
)

Signature 

Witness CONRAD
16 WILSONS WAY
RACHESTER
NORWICH
NR13 6PS

Signed as a DEED by
MICHELLE LOUISE JERMY
was in the presence of

) 
)

Signature 

Witness Laura Munford
58 Harvest Close
Hainford
Norwich
NR10 3TA.

Executed as a DEED by
**GLAVENHILL STRATEGIC LAND
(NUMBER 2) LIMITED**

) 
)

Acting by a director and its
~~secretary or two directors~~ in the
presence of:

Director

Director/Secretary

Jay 
Jay Mehhta,
Houses Percival Wp
1 Bedding Lane
NR3 1RG.

Signed as a DEED by
LYNDA ANNETTE BLYTHIN
was in the presence of:

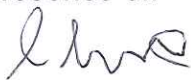
) Lynda A. Blythin
)

Signature 

Witness Jay Mehhta,
Houses Perival w.
1 Bedding Lane.
NR3 1RG.

Signed as a DEED by
KEVIN MICHAEL JERMY
was in the presence of:

) 
)

Signature 

Witness CONRY
46 UNSCOMBE WAY
RACHESTER
NORWICH
NR13 6PS

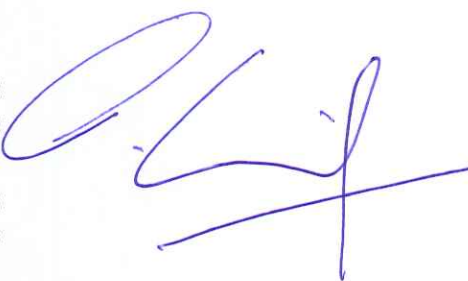
Signed as a DEED by
MICHELLE LOUISE JERMY
was in the presence of

) 
)

Signature 

Witness Laura Munford
58 Harvest Close
Hainford
Norwich
NR10 3TA.

Executed as a DEED by
**GLAVENHILL STRATEGIC LAND
(NUMBER 2) LIMITED**

) 
)

Acting by a director and its
~~secretary or two directors~~ in the
presence of:

Director

Director/Secretary

Jay 
Jay Mehhta
Houses Perival w.
1 Bedding Lane
NR3 1RG.