

Dated 30 November 2023

Broadland District Council

-and-

Park Properties Housing Association Ltd

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

relating to land off Green Lane, Rackheath, Norfolk

THIS DEED OF VARIATION is dated 30 November 2023

**PARTIES:**

- (1) **Broadland District Council** of The Horizon Centre, Broadland Business Park, Peachman Way, Norwich NR7 0WF ("the District Council")
- (2) **Park Properties Housing Association Ltd (11102291)** of Reedham House, 31 King Street West, Manchester, England, M3 2PJ ("the Owner")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The District Council is the local planning authority for the purposes of this Agreement for the area in which the Property is situated.
- (B) The Owner owns the freehold title to Plots 194 – 197 contained within the South Phase and more particularly defined in paragraph 2.2.
- (C) The Owner is the Provider of the Affordable Dwellings (as those terms are defined in the Section 106 Agreement) comprising Plots 194 – 197.
- (D) The Parties have agreed that the variations contained within Schedule 1 of this Deed will only apply to the plots numbered 194 to 197 contained within the South Phase and as identified in clause 2.2 of this Deed.
- (E) The expressions in this Deed have the meaning ascribed to them in the Section 106 Agreement save as (otherwise) expressly provided for in this Deed.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

- |     |                         |                                                                                                                                                                                                                                                        |
|-----|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | "this Deed"             | means this Deed of Variation                                                                                                                                                                                                                           |
| 1.2 | "Section 106 Agreement" | means the Agreement under Section 106 of the 1990 Act dated 25 January 2021 made between (1) the District Council, (2) R & J M Place Limited and (3) Timothy Margetson Place and Catrina Anne Harding Place in respect of the development of the Site. |

## **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 District Council.
- 2.2 The variations contained within Schedule 1 of this Deed will **ONLY** apply to the plots hatched yellow as contained within the Affordable Housing Plan numbered RACK-PL02 as such plan is annexed at Schedule 2 of this Deed.

## **3. CONSTRUCTION**

- 3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in Schedule 1 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.**
- 3.3 References to the Parties in this Deed shall include their successors in title or successors in function as appropriate.
- 3.4 Where a party includes more than one person any obligations of that party shall be joint and several.

## **4. OTHER PROVISIONS**

- 4.1 On completion the Owner will pay the District 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 numbered 194 – 197.**
- 4.3 **This Deed is a Local Land Charge and the District Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Act as amended.**

## **Schedule 1**

### **Variation**

1. The Parties agree to vary the Section 106 agreement, in accordance with clause 2.2 of this Deed, as follows:
2. Paragraph 6.4 of Part 1 of Schedule 1 of the Section 106 agreement shall be deleted.
3. The definition of "Shared Ownership Lease" contained in the Section 106 agreement shall be deleted and replaced as follows:

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Shared Ownership Lease"</b> | <b>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:</b> <ul style="list-style-type: none"><li>- 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</li><li>- power to the purchaser to increase their ownership up to 100% if they so wish</li><li>- an initial rent not exceeding 2.75% of the value of the equity or such other rent as complies with the requirements from time to time of the Homes England</li></ul> |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

4. The definition of "Recycling Obligation" contained in the Section 106 agreement shall be deleted.

**Schedule 2**  
**Plan**





  
Deputy Monitoring Officer



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:

  
Deputy Monitoring Officer  
E GOODARD

Executed as a deed by **PARK PROPERTIES**

**HOUSING ASSOCIATION LIMITED** acting by

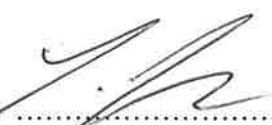
Michael Pearson

a Director (please print name above)

  
.....

Director Signature

In the presence of:

Signature of witness:  .....

Name (please print): JOSH BEESTON .....

Address of witness (please print): 9 NOEL STREET, LONDON  
W1F 8Q