DATED 15th January 1985

BOVIS HOMES (NORWICH) LIMITED

and

BROADLAND DISTRICT COUNCIL

SUPPLEMENTAL SECTION 52 AGREEMENT

Re: Land at Thorpe End Garden Village Norwich Norfolk

2/508 24/1

THIS AGREEMENT is made the 15- day of January 1985 BETWEEN BROADLAND DISTRICT COUNCIL (hereinafter called "the Council") of the one part and BOVIS HOMES (NORWICH) LIMITED whose registered office is situate at Bovis House Winchcombe Street Cheltenham Gloucestershire GL52 2PG (hereinafter called "Bovis") of the other part

WHEREAS

(1) This Agreement is supplemental to an Agreement (hereinafter called "the Agreement") dated 5th day of October 1982 and made between the Council of the first part Lapid Developments Limited of the second part and Lapid Limited of the third part

(2) The land edged blue on the plan annexed to the Agreement was conveyed in two parcels on respectively the 4th day of June 1984 and the 5th day of June 1984 by Ralph Goswell Garrard to Lapid Limited so fully implementing the option referred to in the Agreement

(3) Outline planning permission was granted on the 28th day of June 1983 for the proposed development envisaged by the Applications referred to in the Agreement and so pursuant to Clause 2 thereof the Agreement came into full force and effect

(4) Lapid Limited by special resolution has changed its name to that of Bovis

(5) It is now proposed that the development of the Land (as defined in the Agreement) should be carried out by Bovis

(6) The Council is the local planning authority for the purposes of this Agreement

(7) The parties hereto have agreed that the terms or provisions of the Agreement should be varied as hereinafter appears

NOW THIS DEED WITNESSETH that in pursuance of the provisions of Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers then enabling the parties hereto agree that:-

1. The obligations on the part of Lapid Developments Limited contained in Sub-Clause 1(a) of the Agreement which now fall to be performed by Bovis shall

   (a) as regards part of the Blue Land (as defined in the Agreement) be performed by the 30th day of June 1986 and not by the time mentioned in the said Sub-Clause 1(a) and

   (b) as regards part of the Red Land (as defined in the Agreement) be performed within such later time as may be agreed between the parties hereto and the Thorpe End Residents Association AND for the avoidance of doubt the area of land of approximately two acres referred to in the said Sub-Clause 1(a) shall mean two areas of land having a total area of approximately two acres one being situated within the Blue Land and the other being situated within the Red Land

2. The obligations on the part of Lapid Limited and Lapid Developments Limited contained in Sub-Clauses 1(b) and (c) of the Agreement which now fall to be performed by Bovis shall be fully satisfied by the payment of the sum of £44,000 to the Council as trustee for the Thorpe End Residents Association and upon payment of that sum to the Council the said Sub-Clauses 1(b) and (c) shall cease to have any force or effect or be capable of further enforcement

3. In all other respects the parties hereto hereby confirm the Agreement

IN WITNESS thereof the parties hereto have caused their respective Common Seals to be affixed hereunto the day and year first before written

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

Chairman

Chief Executive and Clerk

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THE COMMON SEAL of)
BOVIS HOMES (NORWICH) LIMITED)
was hereunto affixed in)
the presence of:-)

Director

Regional Director