

Dated

9 February

2011

- (1) BROADLAND DISTRICT COUNCIL
- (2) VICTORY HOUSING TRUST

Deed of variation

relating to an Agreement under Section 106 of the Town and Country Planning Act 1990 dated 28 May 2009 made between Broadland District Council (1) Norfolk County Council (2) Abel Homes Limited (3) and National Westminster Bank Plc (4) relating to land at Littlewood House, School Road, Drayton, Norfolk.

PARTICULARS

Date

9 February

2010

Broadland

Broadland District Council of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0DU.

Principal Deed

an Agreement under Section 106 of the Town and Country Planning Act 1990 dated 28 May 2009 made between Broadland (1) Norfolk County Council (2) Abel Homes Limited (3) and National Westminster Bank Plc (4) relating to land at Littlewood House, School Road, Drayton, Norfolk.

Previous Deed

an Agreement under Section 106 of the Town and Country Planning Act 1990 dated 30 July 2007 made between Broadland (1) Norfolk County Council (2) Abel Homes Limited (3) and National Westminster Bank Plc (4) relating to land at Littlewood House, School Road, Drayton, Norfolk which was superseded by the Principal Deed.

Victory

Victory Housing Trust (Company Registration Number 05275586) whose registered office is Tom Moore House, Cromer Road, North Walsham, Norfolk, NR29 0ND.

THIS DEED OF VARIATION is made on the date set out in the Particulars

BETWEEN

- (1) Broadland; and
- (2) Victory.

BACKGROUND

- (A) The Principal Deed was entered into by the persons whose names appear in the definition of the Principal Deed in the Particulars.
- (B) Victory is the registered freehold proprietor of the land shown edged red on the attached plan and registered under Title Number NK393905 upon which the Affordable Housing Units have been constructed.
- (C) Victory is the party against whom the Affordable Housing provisions of the Principal Deed (being varied on the terms set out in this Deed of Variation) are enforceable.
- (D) Broadland and Victory now wish to vary the terms of the Principal Deed relating to Affordable Housing in the manner set out in this Deed of Variation.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 This Deed:

1.1.1 is made pursuant to Section 106A of the Town and Country Planning Act 1990 ("the Act") and contains modifications of planning obligations under section 106 of the Act;

1.1.2 is enforceable by Broadland as local planning authority;

1.1.3 is intended to bind the interest held by Victory in the Site.

1.2 Words and expressions defined in the Principal Deed have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.

1.3 The provisions of the Principal Deed relating to its interpretation apply to this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.

1.4 This Deed is supplemental to the Principal Deed. A breach of this Deed is to be regarded as a breach of the Principal Deed.

1.5 The Particulars form part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed.

1.6 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Land Registry
Official copy of
title plan

Title number NK393905
Ordnance Survey map reference TG1714NW
Scale 1:1250
Administrative area Norfolk: Broadland

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This official copy issued on 17 December 2009 shows the state of this title plan on 17 December 2009 at 10:32:46. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Kingston upon Hull Office.

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2. VARIATION OF CLAUSES

- 2.1 The Principal Deed is to be read and interpreted as if the following wording in the definition of "Registered Social Landlord" in paragraph 1 of the Principal Deed:

"under Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification thereof)"

were deleted and replaced with the following wording:

"under Part 1 of the Housing Act 1996 or a registered provider registered under Section 111 of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification thereof"

- 2.2 The Principal Deed is to be read and interpreted as if the following wording in the definition of "Shared Ownership Lease" in paragraph 1 of the Principal Deed:

"80% (eighty per cent) of the legal and equitable interest in the Shared Ownership Dwelling"

were deleted and the replaced with the following wording:

"100% (one hundred per cent) of the legal and equitable interest (and/or take a transfer of a freehold interest) in the Shared Ownership Dwelling"

- 2.3 The Principal Deed is to be read and interpreted as if the following wording in clause 1.5 (iii) of Schedule 1 of the Principal Deed:

"Section 16 of the Housing Act 1996 or any similar or substitute right applicable"

were deleted and replaced with the following wording:

"right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable or any successor in title to such person"

- 2.4 The Principal Deed is to be read and interpreted as if the following wording was included as a new clause 1.5 (iv) of Schedule 1 of the Principal Deed:

"shall not be binding upon a tenant of a Shared Ownership Dwelling who has staircased to a 100% interest in a Shared Ownership Lease and/or taken a transfer of the freehold of the property comprised in such Shared Ownership Lease and any successor in title to such person".

3. PREVIOUS DEED

- 3.1 The Council hereby confirms that the affordable housing provisions contained in the Previous Deed have been superseded by the Affordable Housing provisions in the Principal Deed and releases the Site from the obligations contained in the Previous Deed.

4. EFFECTIVE DATE

- 4.1 The amendments to the Principal Deed made by this Deed of Variation are deemed to have taken effect from and including the date of this Deed of Variation.

5. **CONTINUATION OF THE PRINCIPAL DEED AND DEED OF VARIATION**

5.1 The terms of the Principal Deed continue in effect as amended by this Deed of Variation.

5.2 This Deed of Variation does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed of Variation.

6. **COSTS**

Victory shall pay the Council's reasonable legal costs in connection with this Deed of Variation.

7. **EXECUTION**

Broadland and Victory have executed this Deed of Variation as a Deed and it is delivered on the date set out in the Particulars.

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

M. Murrell

Head of Corporate Services and Monitoring Officer



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EXECUTED AS A DEED by affixing **THE COMMON SEAL of VICTORY HOUSING TRUST** in the presence of:

Board Member

[Signature]

Secretary

[Signature]

