

Dated

28 June

2021

Broadland District Council

-and-

Norfolk County Council

-and-

Halsbury Homes (Sprowston) Limited

-and-

Atelier Capital Partners Limited

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

relating to land south of Salhouse Road, Sprowston, Norfolk

THIS DEED OF VARIATION is dated 28 June 2021

**PARTIES:**

- (1) Broadland District Council of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU  
(referred to as "**the Council**")
- (2) NORFOLK COUNTY COUNCIL, County Hall, Martineau Lane, Norwich, Norfolk  
NR1 2DH (referred to as "**the County Council**")
- (3) Halsbury Homes (Sprowston) Limited Company number 11507586 whose  
registered office is at Seymour House Little Money Road Loddon Norwich  
NR14 6JD (referred to as "**the Owner**")
- (4) Atelier Capital Partners Limited of 10 Fenchurch Avenue, London, EC3M 5AG  
Company number 11888767 (referred to as "**the Mortgagee**")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is a local planning authority for the area within which the Site is  
located and the County Council is the local planning authority and the local  
highway authority for the area
- (B) The Owner is the freehold owner of part of the land having acquired it on 14th  
March 2019 and is registered at the Land Registry under title numbers  
NK286455 and NK419972
- (C) The Owner has applied for the New Permission and the Council has resolved to  
grant the New Permission provided the Parties enter into this Deed
- (D) The Mortgagee has a charge over the Site
- (E) The expressions in this Deed have the meaning ascribed to them in the Original  
Agreement save as expressly provided in this Deed

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 6 <sup>th</sup> December 2018 under Section 106 of the Town and County Planning Act 1990 as amended between the Council (1) the County Council (2) United Business and Leisure (Properties) Limited (3) Alexander Maxim Valori, Peter Valori and Roland Mark Valori (4) the Second Owner (5) and Barclays Security Trustee Limited (6) containing planning obligations enforceable by the Council and the County Council relating to planning permission numbered 2017/0104
Reserved matters application	The application submitted to the Council under reference 2019/0485
New Permission	The planning permission to be granted by the Council to amend condition 1 of planning permission 2019/0485 pursuant to condition 2 of permission 2017/0104 and allocated reference number 2020/1880

## **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 and the County
- 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 and the County Council's reasonable legal costs in connection with this Deed
- 4.2 the Owner warrants 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 part of the Site to which the obligations in the Original Agreement relate

#### **5. MORTGAGEE CONSENT**

The Mortgagee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed.)

## **Schedule Variation**

- 1 The Parties agree to vary the Original Agreement as follows:

The definition of "Application" in the Original Agreement shall be amended to read "The Application validated on 5 April 2016 for outline planning permission for the erection of up to 380 dwellings with vehicular cycle and pedestrian access from Salhouse Road and new pedestrian and cycle access from Plumstead Road incorporating an emergency vehicular access. The provision of open space, sustainable urban drainage systems, associated landscaping, infrastructure and earthworks, land for a Bus Rapid Transit (BRT) scheme; a section of orbital link road submitted to the Council under reference number 2017/0104 and the application to vary Condition 1 of the reserved matters application pursuant to Condition 2 of the outline planning permission 2017/0104 submitted to the Council pursuant to section 73 of the Town and Country Planning Act 1990"

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



and this deed has been duly and properly executed  
in accordance with the constitution of Broadland District Council

THE COMMON SEAL OF  
The Norfolk County Council  
was affixed hereto in the presence of:

)  
)  
)

  
Authorised to sign on behalf of Chief Legal Officer

(SFWHITWORTH)

8143




authorised for and on behalf of the Director of Governance  
and this deed has been duly and properly executed  
in accordance with the constitution of The Norfolk County Council



Executed as a Deed by Halsbury Homes (Sprowston)  
Limited acting by a Director in the presence of:

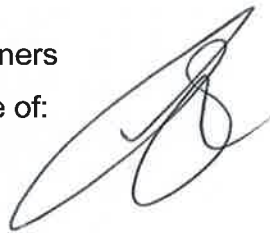


  
Signature of Witness

  
Name of Witness

Address of Witness GROVE COTTAGE, POKES HANE, RIVERSIDE,  
6 BECCLES, SUFFOLK NR34 8LP

Executed as a Deed by Atelier Capital Partners  
Limited acting by a Director in the presence of:



.....Sanderu.....

Signature of Witness

.....Samantha Londerwille.....

Name of Witness

Address of Witness

23 Hamilton Park, London  
N5 1S5