

Dated 23 May

2022

Broadland District Council (1)

-and-

BDW Trading Limited (2)

-and-

Legal & General Affordable Homes (Development 2) Limited (3)

**DEED OF VARIATION OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**  
relating to land at Salhouse Road, Sprowston

THIS DEED OF VARIATION is dated

23 May

2022

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL**, of Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 ODU (referred to as "the Council") and;
- (2) **BDW TRADING LIMITED** of Barrett House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("the AH Owner") and;
- (3) **LEGAL & GENERAL AFFORDABLE HOMES (DEVELOPMENT 2) LIMITED** (Company Number: 11907021) whose registered office address is One, Coleman Street, London, United Kingdom, EC2R 5AA ("L&G")

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 Parties have agreed to enter into this Deed to vary the Original Agreement and the variations set out in the Schedule to this Deed relate solely to the Affordable Housing obligations within the Original Agreement and the Parties agree that it is not necessary for any other party to be joined to this Deed to give effect to the variations within
- (C) The AH Owner owns the freehold of the part of the Site to which this Deed relates upon which the Affordable Dwellings shall be situated
- (D) L&G owns the freehold title number NK516649 following a Transfer dated 21 December 2021, the registration of which is pending at H M Land Registry, which forms part of the Site to which this Deed relates upon which the Affordable Dwellings shall be situated
- (E) The part of the Site to which this Deed relates is free from encumbrances that would otherwise prevent the AH Owner from entering into this Deed
- (F) 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 7 March 2019 made under Section 106 of the 1990 Act between the Council (1) Norfolk County Council (2) RK Properties Limited (3) John Frederick Faircloth (4) and John Frederick Faircloth and Janet Lilian Faircloth (5) and David Eric Smith (6) containing planning obligations enforceable by the Council and Norfolk County Council relating to planning permission numbered 20160498
--------------------	---

## **2. LEGAL BASIS**

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 of the 1990 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 1990 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 AH Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 The AH 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 this Deed relates

## **Schedule**

### **Variation**

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

1.1 the definition of "Recycling Obligation" in the Second Schedule of the Original Agreement entitled Affordable Housing shall be deleted and replaced as follows;

"an obligation to use the net proceeds from the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household (except where an occupier of a Shared Ownership Dwelling acquires any part of the of the Shared Ownership Dwelling by staircasing) towards alternative Affordable Housing provision within the Council's administrative area or such other area as the Council may agree"



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  




8205

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

**Executed as a Deed by**



pursuant to a Power of Attorney dated  
17 January 2022 for and on  
behalf of **BDW TRADING LIMITED**

)  
)  
)  
)  
)  
)  
)





Witness signature

Name

Address

Occupation:

  
  
  


Attorney

  


Witness signature

*Name*

*Address*

*Occupation:*

Executed as a **DEED** by

**LEGAL & GENERAL AFFORDABLE HOMES  
(DEVELOPMENT 2) LIMITED**

acting under a Power of Attorney dated 17 June 2021

in the presence of:-

)

Witness signature

Witness name

Witness address

Witness occupation