

Dated

24 February

2023

Broadland District Council

-and-

Impact Property 5 Limited

-and-

Thorpe St Andrew Care Village Limited

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

relating to land adjacent to Tawny Lodge, Pound Lane,  
Thorpe St Andrew, NR7 0UB

THIS DEED OF VARIATION is dated 24 February 2023

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL**, Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) **IMPACT PROPERTY 5 LIMITED**, (Co Regn. No. 12345334) of The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF (referred to as "the First Owner")
- (3) **THORPE ST ANDREW CARE VILLAGE LIMITED** (Co. Regn. No. 11461544) whose registered office is at The Annex, Jonathan Scott Hall, Thorpe Road, Norwich, Norfolk, United Kingdom, NR1 1UH (referred to as "the Second Owner")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is located
- (B) A planning application has been made to the Council for the New Permission and the Council has resolved to grant the New Permission provided the Parties enter into this Deed
- (C) The First Owner is the registered proprietor of the part of the Site which is registered at the Land Registry within title number NK516860 and held free from encumbrances.
- (D) The Second Owner is the registered proprietor of the part of the Site which is registered at the Land Registry within title number NK512459
- (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:

New Permission	The planning permission to be granted by the Council to amend condition 2 of planning permission 20190016 and allocated reference number 20211168
Original Agreement	An agreement dated 20 January 2020 made under Section 106 of the Act between the Council (1) and the Serruys Property Company Limited (2) containing planning obligations enforceable by the Council relating to planning permission numbered 20190016
Plan 2	The plan attached to this Deed marked as Plan 2

## **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
- 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 Second Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 The First Owner and Second Owner warrant 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 Site

**Schedule  
Variation**

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

1.1 A new definition of "New Permission" shall be added to clause 1 as follows:

"The planning permission to be granted by the Council to amend condition 2 of planning permission 20190016 and allocated reference number 20211168"

1.2 The definition of "Permission" in clause 1 shall be amended as follows:

"The planning permission to be granted by the Council for 80 no. bed care home (C2 use); 19 no. assisted living bungalows (C2 use); associated outbuildings, car parking and new vehicular access and allocated reference number 20190016 or the New Permission"

1.3 A new clause shall be added at 5.15 as follows:

"If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion)."



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

EXECUTED AS A DEED by  
**IMPACT PROPERTY 5 LIMITED**  
in the presence of:

Director:

Witness Signature:

Name:

Address:

Occupation:

EXECUTED AS A DEED by  
**THORPE ST ANDREW CARE VILLAGE LIMITED**  
in the presence of:

Director:

Witness Signature:

Name:

Address:

Occupation:





Dated *24 February* 2023

Broadland District Council

-and-

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-and-

Thorpe St Andrew Care Village Limited

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together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is the local planning authority for the area within which the Site is located
- (B) A planning application has been made to the Council for the New Permission and the Council has resolved to grant the New Permission provided the Parties enter into this Deed
- (C) The First Owner is the registered proprietor of the part of the Site which is registered at the Land Registry within title number NK516860 and held free from encumbrances.
- (D) The Second Owner is the registered proprietor of the part of the Site which is registered at the Land Registry within title number NK512459
- (E) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed

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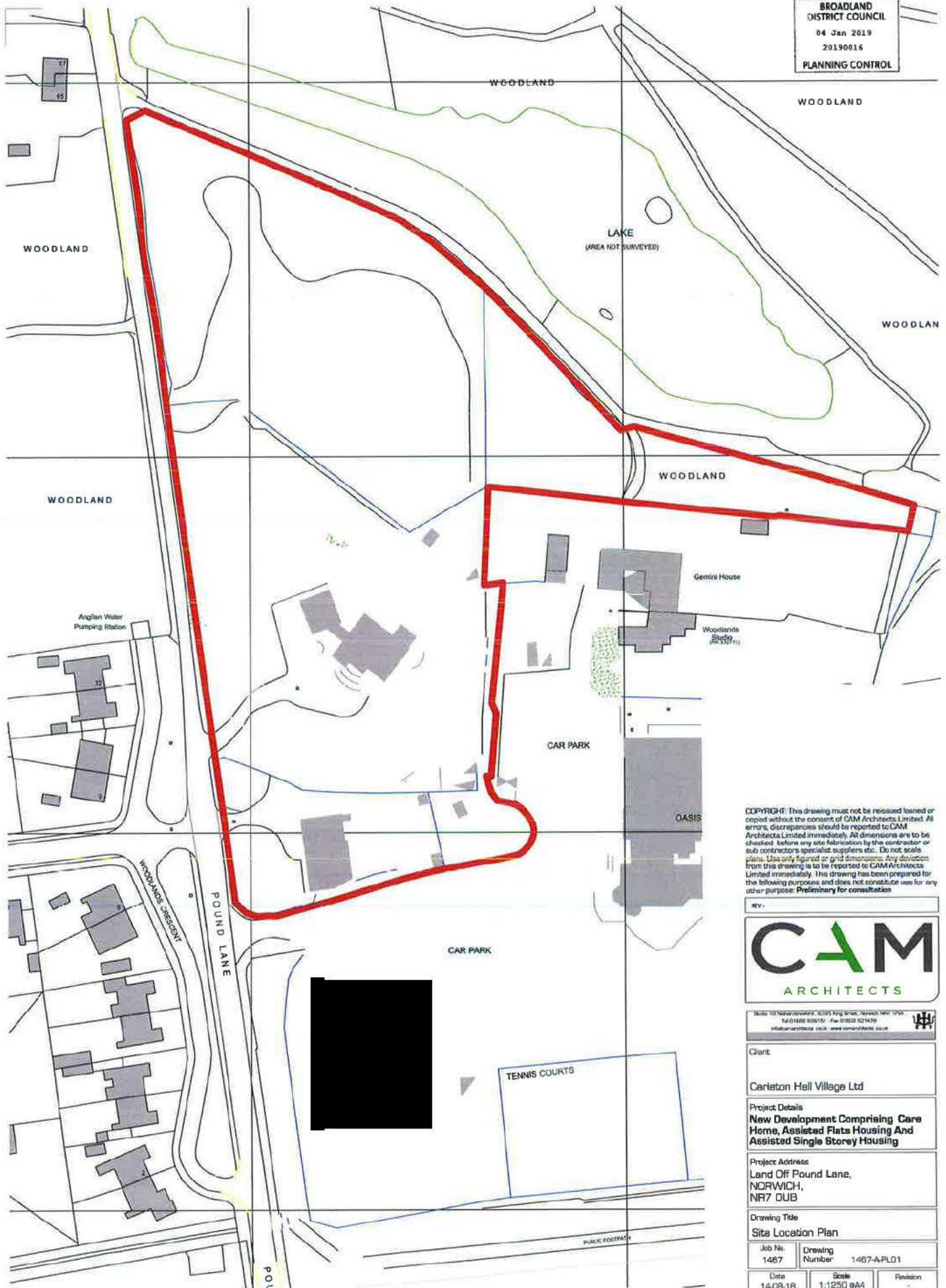
## **2. LEGAL BASIS**

- 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
- 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





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REV:



Units 10 Newmarket, 10101 King Street, Norwich NR7 7PW  
Tel: 01603 802151 Fax: 01603 821470  
info@camarchitects.co.uk www.camarchitects.co.uk

Client:  
Carleton Hall Village Ltd

Project Details  
**New Development Comprising Care Home, Assisted Flats Housing And Assisted Single Storey Housing**

Project Address  
Land Off Pound Lane,  
NORWICH,  
NR7 0UB

Drawing Title  
**Site Location Plan**

Job No. 1467	Drawing Number 1467-A-PL01	
Date 14-08-18	Scale 1:1250 @A4	Revision -
Drawn EA	Checked LJM	CSO Data

#### **4. OTHER PROVISIONS**

- 4.1** On completion the Second Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.2** The First Owner and Second Owner warrant 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 Site

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was affixed in the presence of:

)  
)  
)

Authorised Signatory:

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

EXECUTED AS A DEED by  
**IMPACT PROPERTY 5 LIMITED**  
in the presence of:

)  
)  
)

Director:

Witness Signature:  
Name:  
Address:

Occupation:

EXECUTED AS A DEED by  
**THORPE ST ANDREW CARE VILLAGE LIMITED**  
in the presence of:

)  
)  
)

Director:

Witness Signature:  
Name:  
Address:

Occupation:

*Solicitor*

**HOWES PERCIVAL LLP**  
**FLINT BUILDINGS**  
**1 BEDDING LANE**  
**NORWICH NR3 1RG**  
Confidential





Dated

*24 February*

2023

Broadland District Council

-and-

Impact Property 5 Limited

-and-

Thorpe St Andrew Care Village Limited

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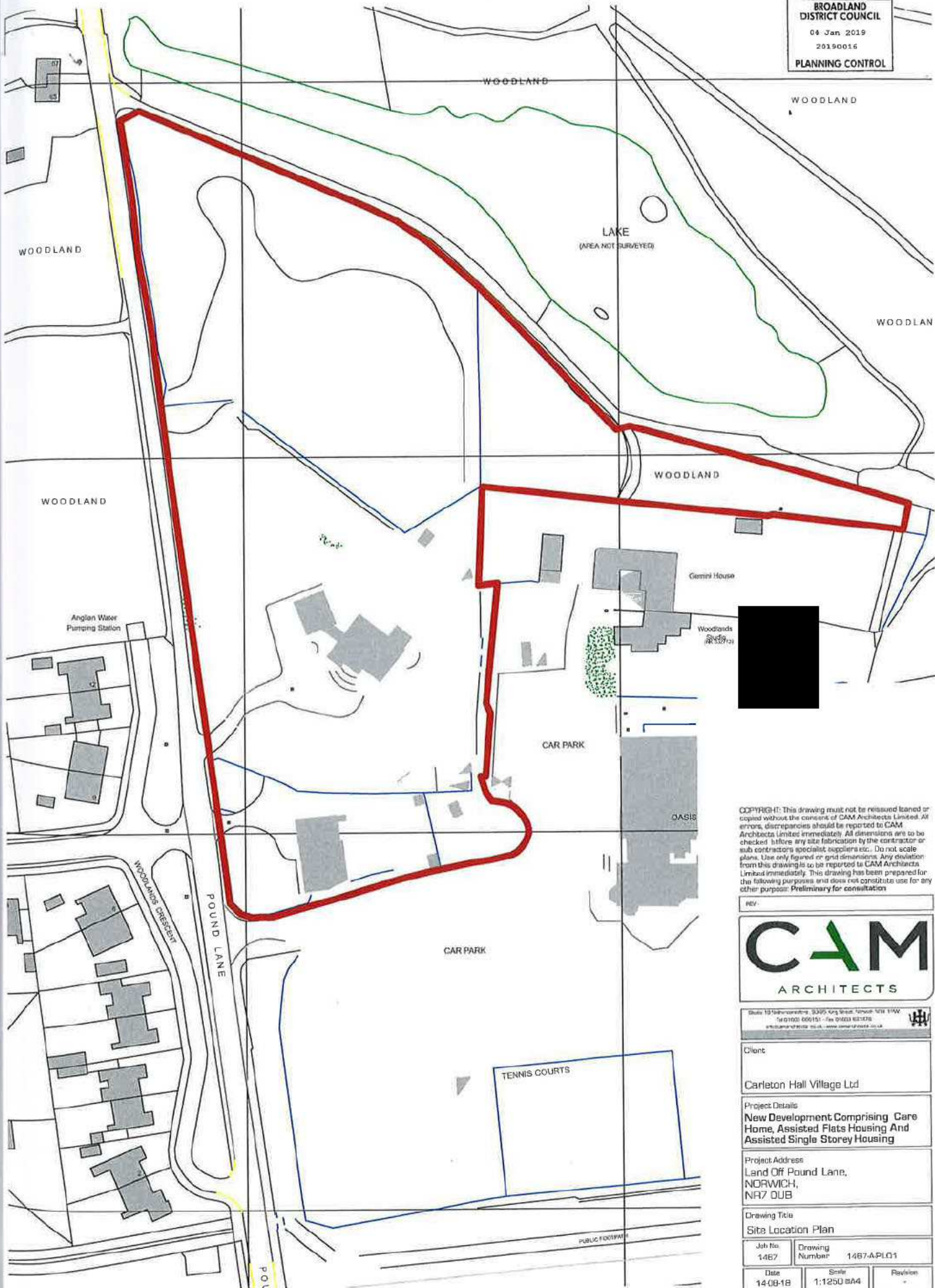
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REV.		
<small>Studio 10 International, 30/35 King Street, Norwich, NR1 1BW Tel 01603 606151 - Fax 01603 631078 info@camarchitects.co.uk - www.camarchitects.co.uk</small>		
Client		
Carleton Hall Village Ltd		
Project Details		
New Development comprising Care Home, Assisted Flats Housing And Assisted Single Storey Housing		
Project Address		
Land Off Pound Lane, NORWICH, NR7 0UB		
Drawing Title		
Site Location Plan		
Job No. 1467	Drawing Number 1467-APLO1	
Date 14-08-18	Scale 1:1250 @A4	Revision -
Drawn EA	Checked UM	CSO Data

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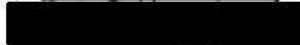
Director:



Witness Signature:



Name:



Address:

**Impact Health Partners LLP**

4th Floor, Heddon House  
149-151 Regent Street  
London W1B 4JD

Occupation:

*Office  
Manager*

EXECUTED AS A DEED by  
**THORPE ST ANDREW CARE VILLAGE LIMITED**  
in the presence of:

)  
)  
)

Director:

Witness Signature:

Name:

Address:

Occupation: