

DATED 30<sup>th</sup> June

2015

**BROADLAND DISTRICT COUNCIL**

and

**ORBIT GROUP LIMITED (EXEMPT CHARITY)**

and

**ORBIT HOMES (2020) LIMITED**

and

**BEAZER HOMES LIMITED**

## **DEED OF VARIATION**

Relating to a Deed under Section 106 of the Town and Country Planning Act 1990  
for the development of land to the west of Cucumber Lane, Brundall

# **Birketts**

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PARTICULARS

Date

30<sup>th</sup> June

2015

The Council

**BROADLAND DISTRICT COUNCIL** of Thorpe Lodge,  
1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk

Beazer

**BEAZER HOMES LIMITED** (Company Registration  
Number 361750) whose registered office is Persimmon  
House, Fulford, York, YO19 4SE

Group

**ORBIT GROUP LIMITED (EXEMPT CHARITY)**  
(Registered Society Number 28503R) whose registered  
office is Garden Court, Binley Business Park, Harry  
Weston Road, Coventry, West Midlands, CV3 2SU

Homes

**ORBIT HOMES (2020) LIMITED** (Company  
Registration Number 06950748) whose registered office  
is Garden Court, Binley Business Park, Harry Weston  
Road, Coventry, West Midlands, CV3 2SU

Principal Deed

An Agreement by deed pursuant to Section 106 of the  
Town and Country Planning Act 1990 dated 28 June  
2013 made between the Council (1), Norfolk County  
Council (2), Brundall Parish Council (3), Christopher  
Charles Mack and Jane Ann Mack (3) and Beazer (4)

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

BETWEEN

- (1) The Council;
- (2) Homes;
- (3) Group; and
- (4) Beazer

**BACKGROUND**

- (A) This Deed is supplemental to the Principal Deed.
- (B) Beazer and Group have entered into a contract dated 22 December 2014 for the sale of Plots 15-18, 23, 110-116, 129-132 and 139-141 at the Site.
- (C) Pursuant to the above contract, on 30 January 2015 Beazer transferred to Group Plots 15-18, 23 and 129-132 at golden brick and Group is now the freehold owner of these plots.
- (D) Beazer and Homes have entered into a contract dated [ 30<sup>th</sup> June 2015 ] for the sale of Plot 14.
- (E) Contemporaneously with this Deed of Variation Beazer and Homes will complete the transfer of Plot 14.
- (F) Together the units noted above form the Shared Equity Dwellings as anticipated by the Principal Deed.
- (G) At the request of Group and Homes the Parties have agreed to vary the Principal Deed to allow Plot 14 to be occupied under a Shared Equity Lease and the remainder of the Plots to be occupied on a Shared Ownership Leases.
- (H) The parties have agreed that it is not necessary for Norfolk County Council and Brundall Parish Council to be a party to this Deed because they are not authorities by whom any obligation that is being varied by this Deed is enforceable in accordance with Section 106A of the Town and Country Planning Act 1990.

1. **DEFINITIONS**

The following words and expressions defined in the Particulars and in this clause shall have the meanings given to them respectively by the Particulars and this clause:

**Shared Ownership Dwelling**

means affordable Housing Units to be constructed or provided as part of and in accordance with the Affordable Housing Scheme and to be let on a Shared Ownership Lease

**Shared Ownership Lease**

means a lease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% of the equity is granted on first sale of the Shared Ownership Dwelling and is paid by the tenant upon completion of such lease or raised by mortgage or charge, bank or building society and which lease shall include arrangements enabling the lessee to purchase 100% of the equity of a Shared Ownership Dwelling and acquire the freehold interest by instalments at some future date or dates and allows a rent premium to be charged on the remainder of the equitable interest

**Shared Equity Lease**

means a lease of a Shared Equity Dwelling granted at a premium representing 75% of the Open Market Value (or such higher equity as agreed by the Council) and is paid by the tenant upon completion of such lease or raised by mortgage or charge, bank or building society and which lease shall include arrangements enabling the lessee to purchase 100% of the equity of a Shared Equity Dwelling and acquire the freehold interest by one instalment after the first anniversary of the Lease with no rent to be charged on the remainder of the equitable interest

**2. INTERPRETATION**

- 2.1 Words and expressions defined in the Principal Deed have the same meanings in this Deed except to the extent that they are expressly varied by this Deed.
- 2.2 The provisions of the Principal Deed relating to its interpretation apply to this Deed except to the extent that they are expressly varied by this Deed.
- 2.3 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.

2.4 Any reference to the "Parties" is a reference to the parties to this Deed for the time being.

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

### 3. VARIATIONS TO THE PRINCIPAL DEED

3.1 Paragraph 1.1 of Schedule 2 to the Principal Deed shall be varied so that the words "*1(one) Shared Equity Dwelling and 19 (nineteen) Shared Ownership Dwellings to be transferred to one or more AHPs*" replace the words "*20 Shared Equity Dwellings to be transferred to one or more AHPs*".

3.2 Paragraphs 1.12 and 1.13 of Schedule 2 to the Principal Deed shall be deleted.

3.3 Paragraph 1.14 of Schedule 2 to the Principal Deed shall be deleted and replaced by the following new paragraph:

*"Paragraphs 1.7 and 1.8 and 1.9 and 1.10 and 1.11 above shall not be binding upon the following or their successors in title:*

- (a) any mortgagee or chargee in possession (or utilising its power of sale) of the Affordable Housing Units or part thereof; nor*
- (b) any receiver or manager (including an administrative receiver) for such mortgagee or chargee; nor*
- (c) any former tenant of Affordable Rental Unit who purchases under the Right to Buy or the Right to Acquire or similar statutory rights in favour of tenants of Registered Providers; nor*
- (d) a person who has exercised their right under a Shared Ownership Lease to acquire 100% of the leasehold or the freehold of the Shared Ownership Dwelling; nor*
- (e) any mortgagee of a dwelling let on a Shared Ownership Lease lawfully exercising the mortgagee protection provision within that Shared Ownership Lease; nor*
- (f) by a person who purchases the remaining equity under a Shared Equity Lease to acquire 100% of the leasehold or the freehold of the Shared Equity Dwelling; nor*
- (g) any mortgagee of a dwelling let on a Shared Equity Lease lawfully exercising any mortgagee protection provision within that Shared Equity Lease"*

4. **EFFECTIVE DATE**

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

5. **CONTINUATION OF THE PRINCIPAL DEED**

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

5.2 This Deed does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the Party is in breach

6. **AGREEMENTS AND DECLARATIONS**

6.1 This Agreement is made pursuant to section 106 of the Town & Country Planning Act 1990. The obligations contained in this Deed are planning obligations pursuant to Section 106 of the Town & Country Planning Act 1990 and are enforceable by the Council as Local Planning Authority.

6.2 This Deed will be registered as a local land charge by the Council.

6.3 No person or body will be liable for any breach of the terms of this Deed after it shall have parted with their interest in the Affordable Housing Units or the Unit in respect of which such breach occurs but they will remain liable for any breaches of this Deed occurring prior to parting with such interest.

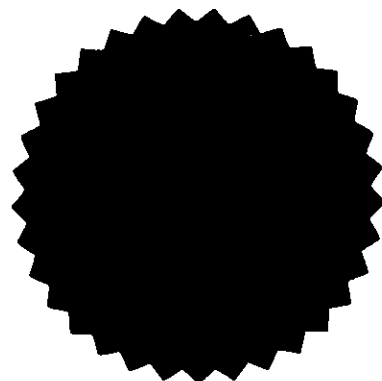
7. **EXECUTION**

The Parties have executed this Deed as a deed and it is delivered on the date set out in the Particulars.

**EXECUTED** by the parties hereto as a deed on the date written above

EXECUTED as a deed by affixing the  
Common Seal of **BROADLAND**  
DISTRICT COUNCIL in the presence of: )  
)  
)

  
Head of Democratic Services  
and Monitoring Officer



7462

THE COMMON SEAL of )  
**ORBIT GROUP LIMITED (Exempt** )  
**Charity)** was hereunto affixed )  
in the presence of: )

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of )  
**ORBIT HOMES (2020) LIMITED** )  
was hereunto affixed in the presence of: )

Director

Secretary

EXECUTED as a deed by )  
**BEAZER HOMES LIMITED** acting by )  
its Attorneys )  
and )  
in the presence of: )

W I T N E S S	Signature	.....
	Name	.....
	Address	.....
	Occupation	.....