

DATED 23 December 2011

BROADLAND DISTRICT COUNCIL

and

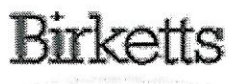
BROADLAND HOUSING ASSOCIATION LIMITED

and

LOVELL PARTNERSHIPS LIMITED

DEED OF VARIATION

Relating to a Deed under Section 106 of the Town and Country Planning Act 1990
for the development of site compound at Pinelands, Horsford



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PARTICULARS

Date	23 December 2014
The Council	BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk
Broadland	BROADLAND HOUSING ASSOCIATION LIMITED (Registered Society 16274R) of NCFC, Jarrold Stand, Carrow Road, Norwich, NR1 1HU
Lovell	LOVELL PARTNERSHIPS LIMITED (Company Registration Number 2387333) whose registered office is Kent House, 14-17 Market Place, London, W1W 8AJ
Principal Deed	An Agreement by deed pursuant to Section 106 of the Town and Country Planning Act 1990 dated 3 rd February 2014 made between the Council (1) and Lovell (2)

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

B E T W E E N

- (1) The Council;
- (2) Broadland; and
- (3) Lovell

BACKGROUND

- (A) This Deed is supplemental to the Principal Deed.
- (B) Lovell is the freehold owner of the Site.
- (C) Lovell and Broadland have entered into a contract dated [23rd Dec 2014] for the sale of the Affordable Housing Land
- (D) Contemporaneously with this Deed of Variation Broadland and Lovell will complete the Transfer of the Affordable Housing Land.
- (E) At the request of Broadland the Parties have agreed to vary Schedule 1 of the Principal Deed

1. INTERPRETATION

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Any reference to the "Parties" is a reference to the parties to this Deed for the time being.

- 1.5 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.

2. VARIATIONS TO THE PRINCIPAL DEED

- 2.1 Paragraph 1.5(a) of Schedule 1 to the Principal Deed shall be deleted and replaced by the following:

"1.5(a) Subject to paragraphs 1.6 and 1.7 any Mortgagee of the AHP in possession of the Affordable Housing Units or part of thereof or successors in title to the mortgagee in possession; nor"

- 2.2 An additional sub-paragraph 1.5(e) (and the existing sub-paragraph 1.5(e) be re-numbered 1.5(f)) shall be added to Schedule 1 of the Principal Deed as follows:

"1.5(e) Any Mortgagee of a dwelling let on a Shared Ownership Lease lawfully exercising the mortgagee protection provision within that Shared Ownership Lease."

- 2.3 Paragraph 1.6(a) of Schedule 1 to the Principal Deed shall be deleted and replaced by the following:

" not less than two months prior written notice ("the Notice") of any intention to dispose of any of the Affordable Housing Units must be given to the Council and if the Council responds by written Notice within one month from receipt of the Notice setting out arrangements for the transfer of the Affordable Housing Units so as to maintain them as Affordable Housing then the Mortgagee shall cooperate with such arrangements and use its reasonable endeavours to secure such transfer but if the Council does not serve its response Notice within the said one month or having used its reasonable endeavours the Mortgagee shall not have effected the Transfer envisaged in the Council's response Notice within 12 weeks of that Notice then the Mortgagee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Deed but subject to any lease subsisting at that date PROVIDED THAT the Mortgagee shall not be required to dispose of the Affordable Housing Units for a sum not less than the monies outstanding under the mortgage or charge.

- 2.4 Paragraph 1.8 and 1.9 shall be deleted.

3. 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.

4. CONTINUATION OF THE PRINCIPAL DEED

- 4.1 The terms of the Principal Deed continue in effect as amended by this Deed.
- 4.2 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

5. AGREEMENTS AND DECLARATIONS

- 5.1 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.
- 5.2 This Deed will be registered as a local land charge by the Council.
- 5.3 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 Land or the part of the Affordable Land 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.

6. EXECUTION

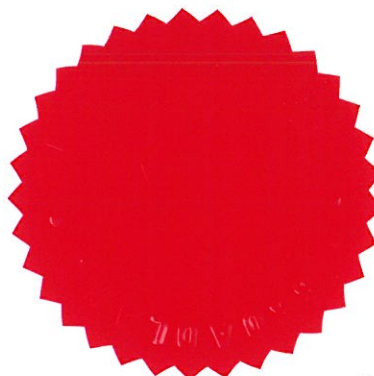
The Parties have executed this Deed as a deed and it is delivered on the date set out in the Particulars.

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:

M. Mue

Head of Democratic Services
and Monitoring Officer



7422

THE COMMON SEAL of
BROADLAND HOUSING
ASSOCIATION LIMITED
Was hereunto affixed
In the presence of

)
)
)
)
)

Authorised Signatory

Authorised Signatory

SIGNED as a DEED

)

by [

]

)

and [

]

)

acting as attorney for

LOVELL PARTNERSHIPS LIMITED

)

Attorney

In the presence of :
Witness Signature :
Name :
Address :

Occupation :

Attorney

In the presence of :
Witness Signature :
Name :
Address :

Occupation :