

THIS AGREEMENT is made the 7th day of April Two thousand and ~~three~~ ^{four}

BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich in the County of Norfolk (hereinafter called "The Council") of the first part and JS BLOOR (SUDBURY) LIMITED whose registered office is situate at Ashby Road Measham Swadlincote Derbyshire Company Registration Number 2147387 and MIDSUMMER HOMES HOUSING ASSOCIATION LIMITED whose registered office is situate at Henshaw House 851 Silbury Boulevard Central of Milton Keynes MK9 3JZ (hereinafter called "the Owners") of the second part and THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich of the third part (hereinafter called "the County")

WHEREAS:

- (1) The obligations imposed by this Agreement are planning obligations for the purpose of section 106 of the Town & Country Planning Act 1990 (hereinafter called "The 1990 Act") as amended by Section 12 of the Planning and Compensation Act 1991
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable
- (3) JS Bloor (Sudbury) Limited the Council and the County have previously entered into an agreement dated 18th October 2000 (hereinafter referred to as "the Main Agreement") but now wish to amend the terms of that agreement W
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- (4) The Owners have acquired the land identified in the Main Agreement for the purposes of providing affordable housing

NOW THIS DEED WITNESSES as follows:

1. SUBJECT to the terms of this agreement and pursuant to the said Section 106 as amended the Owners and the Council hereby AGREE DECLARE AND COVENANT for themselves and their successors in title with the intention of binding the Land and each and every part of it into whosoever hands the same may come
- (1) An additional clause shall be added to the agreement as follows:
^{6.3(a)}
~~6.4~~ The provisions of clauses 6.1 of this Agreement will not be binding against any owner or lessee of an individual dwelling or any person deriving title from them or a mortgagee or chargee in possession of the dwellings W
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affected by Clause 6.1 exercising a power of sale in respect of a default by the then owner of that dwelling or against any person deriving title from such mortgagee or chargee PROVIDED THAT the mortgagee or chargee has:

- (a) Previously given notice to the Council of its intention to dispose of the dwelling ("the Sale Notice");
 - (b) For a continuous period of two (2) calendar months ("the RSL Period") from the date of the Sale Notice has offered to sell the dwelling to a registered social landlord;
 - (c) Provided that no registered social landlord has completed the purchase of the dwelling during the RSL Period has offered to sell the Property to the Council for a continuous period of one (1) month immediately following the RSL Period."
2. This agreement is a local land charge and shall be registered as such
3. The Owner hereby requests the Chief Land Registrar to register the terms of this agreement at HM Land Registry against Title Number NK266843
4. This document is executed as a Deed and is delivered on the date stated at the beginning of this document

IN WITNESS whereof the Council and the Owners have affixed their respective Common Seals to this document

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of:)



Head of Corporate Services and Monitoring Officer

5479

THE COMMON SEAL of)
THE NORFOLK COUNTY COUNCIL)
was hereunto affixed in)
the presence of)

Keir Wynn

Head of Law

THE COMMON SEAL of JS BLOOR)
(SUDBURY) LIMITED)
was hereunto affixed in)
the presence of)

D. Southall

AUTHORISED SIGNATORY

[Signature]

AUTHORISED SIGNATORY

THE COMMON SEAL of MIDSUMMER)
HOMES HOUSING ASSOCIATION LIMITED)
was hereunto affixed in)
the presence of)

Felicity Evans

[Signature]

