DATED **2024**

ALLISON HOMES LIMITED

and

LONGHURST GROUP LIMITED

and

HUNTINGDONSHIRE DISTRICT COUNCIL

DEED OF VARIATION

PURSUANT TO SECTIONS 106 AND 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO THE RESIDENTIAL DEVELOPMENT AT LAND NORTH OF THE BANK, SOMERSHAM, CAMBRIDGESHIRE



No1 Colmore Square, Birmingham, B4 6AA

File Ref: 1014006.170.YS

THIS DEED is made on the day of 2024

BETWEEN

1. **ALLISON HOMES LIMITED** (Company number 06235048) whose registered office is Fleet House, Cygnet Road, Hampton, Peterborough, PE7 8FD ("**the Developer**")

2. **LONGHURST GROUP** (Company number 02162561) whose registered office is 1 Crown Court, Crown Way, Rushden, Northamptonshire, NN10 6BS ("**Longhurst Group**")

3. **HUNTINGDONSHIRE DISTRICT COUNCIL** of Pathfinder House, St Marys Street, Huntingdon, PE29 3TN ("**the Council"**)

WHEREAS

(A) The Council is the local planning authority for the purposes of Section 106 and 106A of the Act for the area in which the Site is situated and is capable of enforcing the obligations in the Original Agreement.

(B) The Developer is the freehold owner of the Site.

(C) On 15 February 2023, the Council, the Developer and Stephen Jeffery Criswell and Jenny Susanne Bond entered into the Original Agreement.

(D) Longhurst Group is purchasing the DoV Land from the Developer and completion of that purchase will occur once the relevant units are at golden brick level.

(E) The Longhurst Group has requested that the affordable housing provisions contained in the Original Agreement are varied by the terms of this Deed.

(F) The Council has agreed to vary the terms of the Original Agreement with those variations affecting only the obligations relating to Affordable Housing as set out herein.

1. Interpretation

1.1 In this Deed the following definitions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990 (as amended)
"the Original Agreement"	means the deed made under Section 106 of the Act dated 15 February 2023 between the Council (1), the Developer (2) and Stephen Jeffery Criswell and Jenny Susanne Bond (3)
"the Property"	means the land shown edged purple on Plan 1 appended to this Agreement which is registered under title number CB487204
"Plan 1"	means the plan attached at appendix 1

1.2 In interpreting this Deed:

1.2.1 definitions used in this Deed shall have the same meaning as given in the Original Agreement unless the context otherwise requires;

1.2.2 subject to the amendments contained herein the Original Agreement shall otherwise remain in full force and effect; and

1.2.3 the parties hereto do not intend that this Deed should give rights hereunder to a third party arising solely by virtue of the Contract (Rights of Third Parties) Act 1999.

2. Construction of this Deed

2.1 This Deed is made under the provisions of Sections 106 and 106A(1)(a) of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

2.2 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed.

2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.

2.7 Headings in this Deed are for reference only and shall not affect construction of this Deed. If any provision of this Deed is found to be in whole or part invalid illegal or unenforceable then it will be deemed to be deleted and it will not affect the validity legality or enforceability of the remaining provisions of this Deed.

3. Variations to the Original Agreement

3.1 The parties agree that the following provisions of the Original Agreement shall be varied in relation to the Property.

3.2 Paragraph 1.2.1.1 of the First Schedule to the Original Agreement shall be deleted and replaced with the following:

> The Affordable Housing provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:
>
> a) such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units; and
>
> b) such Chargee shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
>
> c) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the

affordable housing provisions in this Agreement which provisions shall determine absolutely.

3.3 Paragraph 1.2.1.2, 1.2.1.3 and 1.2.1.4 of the First Schedule to the Original Agreement shall be deleted.

3.4 The definition of "Chargee" shall be inserted into the Original Agreement with the following:

> "means a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver".

4. Jurisdiction

The construction validity and performance of this Deed shall be governed by English law.

5. Local Land Charge

This Deed is registrable as a local land charge.

6. Effective Date

This Deed shall come into effect immediately upon the date of completion of this Deed.

7. Declarations

The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 3 of this Deed. In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

8. Legal Costs

Longhurst Group will no later than the date of this Deed pay the Council's reasonable legal costs for preparation and completion of this Deed.

IN WITNESS WHEREOF this Deed is executed as a deed in the manner hereinafter appearing on the day and year first before written.

THE COMMON SEAL of)

HUNTINGDONSHIRE DISTRICT)

COUNCIL)

was affixed to this **DEED** in the presence of

Authorised Signatory

EXECUTED as a **DEED** by)

ALLISON HOMES LIMITED)

acting by:)

Director Signature - ……

Name: ……..

Secretary/Director Signature - ……

Name: ……..

EXECUTED as a **DEED** by)

LONGHURST GROUP LIMITED)

acting by:)

Director Signature - ……

Name: ……..

Secretary/Director Signature - ……

Name: ……..