Gateley

DATED 6 November 2012

(1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

(2) LEICESTERSHIRE COUNTY COUNCIL

(3) BLOOR HOMES LIMITED

(4) BELLWAY HOMES LIMITED

DEED OF VARIATION

in relation to

the residential development of the land at North Warwickshire and Hinckley College Hinckley Campus London Road, Hinckley

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THIS DEED OF VARIATION is made on 6 November 2012

BETWEEN:

1. **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices, Argents Mead, Hinckley LE10 1BZ("the Council");

2. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicestershire LE3 8RA ("the County Council");

3. **BLOOR HOMES LIMITED** (company registered number 02162561) of Ashby Road, Measham, Swadlincote, Leicestershire, DE12 7JP ("the First Owner")

4. **BELLWAY HOMES LIMITED** (company registered number 00670176) whose registered office is situate at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne, NE13 6BE ("the Second Owner")

1. **WHEREAS:**

1.1 By virtue of an Agreement dated 20 October 2010 made between the Council (1), the County Council (2) and North Warwickshire & Hinckley College (3) as amended by a Deed of Modification dated 6 August 2012 and made between the Council (1), the County Council (2), the First Owner (3) and the Second Owner (4) (together the "Original Agreement") the Application Land (as defined in the Original Agreement) was made subject to various planning obligations entered into in connection with the grant of planning permission for the Development (as defined in the Original Agreement)

1.2 The North Warwickshire & Hinckley College transferred the Application Land to the First Owner on 23 December 2011.

1.3 The First Owner is the freehold owner of that part of the Application Land contained within Title Number LT386264 and registered at the Land Registry with title absolute.

1.4 The Second Owner is the freehold owner of that part of the Application Land shown edged red on the plan annexed to this Deed by virtue of a transfer dated 5 July 2012 between the First Owner and the Second Owner

1.5 The parties hereto wish to vary the Original Agreement in accordance with the Schedule of Variations below

2. **NOW THIS DEED WITNESSETH:**

2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed save where the context otherwise requires

2.2 All references in this Deed to clauses in the Original Agreement are to clauses within the Original Agreement

2.3 This Deed is made pursuant to section 106A (1) (a) of the Town and Country Planning Act 1990 (as amended) and the obligations entered into by the First Owner and the Second Owner are planning obligations for the purposes of the said Act.

2.4 It is hereby agreed that this Deed varies the Original Agreement in accordance with the Schedule of Variations hereto.

2.5 Save as varied the provisions of the Original Agreement shall remain in full force and effect.

2.6 The First Owner covenants to pay the reasonable legal costs of the Council and the County Council in respect of the completion of this Deed of Variation.

2.7 This Deed is a local land charge and shall be registered as such.

2.8 The parties to this Deed of Variation do not intend that any of the terms of this Deed of Variation will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it save that this will not apply to successors in title.

2.9 Subject only to the provisions of Section 106A and Section 106B of the 1990 Act the terms and conditions of this Deed can only be varied by a further deed executed by the Council, the County Council, the First Owner and the Second Owner

SCHEDULE OF VARIATIONS

1. Clause 1.1 of the Original Agreement shall be varied by the deletion of the definition of Social Rented Housing Units and its replacement with the following definition:

"Social Rented Housing Units"	means dwellings available at a Target Rent as determined through the national rent regime in accordance with proposals set out in the Three Year Review of Rent Restructuring (July 2004) which was implemented as policy in July 2006 or any amended or successor document thereto

2. Paragraph 5 of Part 2 of Schedule One of the Original Agreement is hereby deleted and replaced with the following:-

"5 **Nomination**

Save as expressly stated to the contrary or excepted elsewhere in this Deed no Social Rented Housing Units shall be used for any purpose other than for the provision of Affordable Housing as Social Rented Housing for rent in accordance with the following:-

5.1 For the first let of each and every Social Rented Dwelling the tenant must be selected from the Leicestershire Choice Based Lettings Scheme and rented to persons in need of Affordable Housing within the Borough of Hinckley and Bosworth (`the Borough`) and being such person(s) as shall be agreed between the relevant Affordable Housing Provider and the Borough Council as being persons who satisfy one of the following:

(i) Was/were born in the Borough

(ii) Previously lived in the Borough for 10 years or more

(iii) Has resided in the Borough for the last 5 years

(iv) Used to live in the Borough but has/have been forced to move away through lack of Affordable Housing;

(v) Is/are employed in the Borough;

(vi) Has/have local connections with the Borough for at least 5 years;

(vii) Such other person(s) in the absence of persons qualifying under (i) to (vi) above who have applied for housing via the Leicestershire Choice Based Lettings Scheme and are persons who satisfy any one of the

criteria set out in (i) to (vi) above where those criteria are deemed to apply to the remainder of the administrative area of Leicestershire and not to the Borough

5.2 for the subsequent let of each and every Social Rented Dwelling no more than 50% of the total Social Rented Dwellings for let shall be let by the Affordable Housing Provider to tenants through its own Choice Based Lettings Scheme and provided that priority is always given to any persons thereon with a local connection to the Borough of Hinckley and Bosworth with the remaining lets being made to persons on the Leicestershire Choice Based Lettings Scheme and to persons satisfying the criteria at 5.1 (i) to (vii) inclusive.

PROVIDED THAT

(i) nothing herein shall prevent the Owners from using the Affordable Dwellings for any purposes connected with the Development whilst the Owners are carrying out residential development thereof; and

(ii) nothing shall prevent the Affordable Housing Provider to whom the Affordable Dwellings are transferred from disposing of the Affordable Dwellings or any part thereof under Section 16 of the Housing Act 1996 and following such disposal of the freehold of any part of the Affordable Dwellings such part shall be free of the covenants in this paragraph

3. Paragraph 8 of Part 2 of Schedule One of the Original Agreement is hereby deleted.

IN WITNESS whereof the parties have executed and delivered this document as a deed the day and year first written

THE COMMON SEAL of **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** was hereunto affixed in the presence of:

[redacted] Authorised Officer

EXECUTED as a DEED by **BELLWAY HOMES LIMITED**
Acting by two Directors or a Director and Company Secretary:

Director [redacted]

[redacted] ctor/Secretary

EXECUTED as a DEE [redacted]
LIMITED
Acting by two Directors or a Director and Company Secretary:

~~Director~~

[redacted]

AUTHORISED SIGNATORY

~~Director/Secretary~~

AUTHORISED SIGNATORY

29116 (6)

THE COMMON SEAL of LEICESTERSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:

[redacted]

Authorised Officer