

DATED

2026

(1) NORTH HERTFORDSHIRE DISTRICT COUNCIL

(2) FIRST GARDEN CITIES HOMES LIMITED

DEED OF VARIATION

pursuant to Section 106 and Section 106A of the Town and Country
Planning Act 1990 and other powers in relation to
land at 1A High Street, Graveley, Hitchin, SG4 7LE



10 Waterside
Station Road
Harpenden
Herts
AL5 4US
Ref: JJ.LT.FIR004.33

THIS DEED OF VARIATION is made on day of 2026

- (1) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire, SG6 3JF (the **Council**);
- (2) **FIRST GARDEN CITIES HOMES LIMITED** (registered society number RS008333) whose registered office is at Pioneer House, Norton Way South, Letchworth Garden City, Hertfordshire, SG6 1NY (**FGCH**).

BACKGROUND:

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and as such is the local planning authority entitled to enforce the terms of this Deed.
- (B) The Owner acquired the Land pursuant to the Transfer on [] and the Transfer is in the course of registration at HM Land Registry.
- (C) This Deed is made pursuant to S106 and S106A of the 1990 Act and varies the Principal Deed.
- (D) The parties have agreed to enter into this Deed to vary the Principal Deed in the manner set out in this Deed.
- (E) First Garden City Homes is an exempt charity.

IT IS AGREED as follows:

1. **DEFINITIONS**

- 1.1 All words and phrases defined in the Principal Deed have the same meaning in this Deed unless otherwise specified or amended in this Deed.

Deed	means this Deed of Variation; and
Principal Deed	means the Unilateral Undertaking dated 16 th June 2022 given by Ravenscourt Investments Limited to North Hertfordshire District Council under Section 106 of the Town and Country Planning Act 1990 in respect of Land at 1a High Street, Graveley, Hitchin, SG4 7LE
Transfer	means the transfer of the Land dated [] and made between (1) Abbeymill Homes Limited and (2) the Owner.

2. **INTERPRETATION**

- 2.1 This Deed is supplemental to and varies the Principal Deed.
- 2.2 Save as expressly varied by this Deed, the provisions in the Principal Deed regarding interpretation shall apply to this Deed.
- 2.3 References in this Deed to any clause, recital, paragraph or Schedule are unless otherwise stated references to a clause or recital or paragraph or Schedule to this Deed.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms.
- 2.6 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 severally unless there is an express provision otherwise.
- 2.7 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.
- 2.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.9 The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

- 3.1 This Deed is supplemental to the Principal Deed and relates to and binds the Development and is made pursuant to the provisions of Section 106 and 106A of the Act and is a planning obligation for the purposes of Section 106 of the Act.
- 3.2 Insofar as the provisions hereof do not constitute planning obligations for the purposes of Section 106 of the Act this Deed is also entered into pursuant to Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.
- 3.3 The planning obligations in this Deed are enforceable by the Council.

4. CONDITIONALITY AND LEGAL EFFECT

- 4.1 This Deed shall come into immediate effect.
- 4.2 Save as expressly varied by this Deed the Principal Deed shall remain in full force and effect.

5. MISCELLANEOUS

- 5.1 No provisions of this Deed shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Deed to any person who is not a party or successor in title or statutory successor to a party hereto.
- 5.2 This Deed shall be registrable as a Local Land Charge by the local planning authority.
- 5.3 Nothing in this Deed shall affect the validity of any act taken by any party to comply with or discharge any obligations contained in the Principal Deed and any matters which have been approved under the Principal Deed or obligations which have been complied with or discharged pursuant to the Principal Deed shall be deemed to have been approved under the Principal Deed or complied with or discharge pursuant to the Principal Deed as varied by this Deed as the case may be.
- 5.4 Insofar as any clause or clauses or any paragraph or paragraphs or any Schedule or Schedules of this Deed are found (for whatever reason to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6. OBLIGATIONS OF THE OWNER AND LIH

- 6.1 The Owner so as to bind the Development covenants with the Council to comply with its obligations set out in the Principal Deed as supplemented and varied by the provisions of the schedule to this Deed.
- 6.2 The Owner covenants with the Council to pay to the Council its reasonable and proper legal costs and disbursements in respect of and incidental to the negotiation preparation and execution of this Deed.

7. GOVERNING LAW

This Deed is governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

8. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereunto have executed this Deed the day and year first before written

The Schedule (Variations to the Principal Deed)

The Principal Deed shall be varied as follows:

1. Paragraph 1.2 of Schedule Two shall be deleted and replaced with

 "1.2 the Owner shall ensure that three of the Affordable Housing Units are Shared Ownership Units and six of the Affordable Housing Units are Social Rented Units"
2. Paragraph 1.3 of Schedule Two shall be amended as follows:

 [Number of dwellings and number of bedrooms of those dwellings to be specified].
3. Paragraphs 1.6.3 and 1.6.4 of Schedule Two shall be deleted.
4. Paragraph 2 of Schedule Two shall be deleted and replaced with the following provisions:

2.1 Mortgagees of Affordable Housing Providers

The obligations in this Deed shall not be binding on 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 any 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 PROVIDED THAT:-

- (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavors over a period of 3 (three) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing 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
- (b) if such disposal has not completed within the three-month period the mortgagee or chargee shall be entitled to dispose of the Affordable Housing Units free from the obligations in this Deed which provisions shall determine absolutely.

Executed as a deed by affixing the Common)
Seal of **NORTH HERTFORDSHIRE DISTRICT**)
COUNCIL in the presence of:)

Authorised Officer

Executed as a deed by affixing the Common)
Seal of **FIRST GARDEN CITIES HOMES**)
LIMITED in the presence of:)

Authorised Signatory

Authorised Signatory