

TOWN AND COUNTRY PLANNING ACT 1990, sect. 106A

Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

For the Council's use only

Application No.

Date received

APPLICATION FOR THE MODIFICATION OR DISCHARGE OF PLANNING OBLIGATIONS

1 Applicant (in block capitals)

Name: BROADGATE HOMES Ltd & BROADGATE BUILDERS (SPALDING) Ltd.

Address: BROADGATE HOUSE, 519 BROADGATE,
WESTON HILLS, SPALDING, Lincs.

Post Code PE12 6DB

Tel. No: [REDACTED]

2 Agent (if any)

Name:

Address:

Post Code

Tel. No:

3 Address or exact location of the land to which this application relates:

Describe here and enclose a map identifying the land to which the obligation relates.

AREA SHADED BLUE & NAMED PHASE 2 IN DEED OF VARIATION S106
DATED 18th MARCH 2025.

ALSO IDENTIFIED IN SAME DOCUMENT ON DRAWING 2101-RM-P2-LSP1 rev A
OUTLINED IN RED.

4 Nature of applicant's interest in the land (eg owner, lessee, occupier):

OWNER

5 Please give sufficient information to enable the authority to identify the planning obligation which you wish to have modified or discharged:

REQUEST FOR A NEW DEFINITION OF PROTECTED TENANT
BE INCLUDED.

THE WORDING PROPOSED IS AT THE BACK OF THIS FORM.

6 Please state your reasons for applying for the modification or discharge of the planning obligation identified in paragraph 5 above :

BLUE PINE LIVING ARE SEEKING TO PURCHASE AFFORDABLE HOMES ON THIS SITE AND HAVE REQUESTED A NEW DEFINITION TO PROTECT THEIR TENANTS.

7 Please give the following information, which the authority considers necessary to enable it to determine the application, namely:

8 Please give any other information you consider relevant to the determination of this application
(continue on a separate sheet if necessary)

PLEASE REFER TO ADDITIONAL SHEET AT THE BACK OF THIS FORM.

☒ We hereby apply for the modification or discharge of a planning obligation under section 160A of the Town and Country Planning Act 1990 in respect of an existing planning obligation described in this application and the documents and map which accompany it. I/We have completed the Certificate of Modification application, as appropriate.

Signed: _____

[on behalf of] BROADGATE HOMES Ltd & BROADGATE BUILDERS (SPALDING) Ltd
(insert name of applicant if signed by agent)

Date

30.01.2026

Certificate A

I certify that on the day 21 days before the date of the obligation to which the application relates was enforced against the applicant.

Signed

[on behalf of] BROADGATE HOMES Ltd & BROADGATE BUILDERS (SPALDING) Ltd,

Date

30.01.2026.

Certificate B

I certify that [I have] [the applicant has] given notice to everyone else against whom, on the day 21 days before the date of the accompanying application, the planning obligation to which the application relates was enforceable, as listed below.

Person on whom
notice was served

Address at which
notice was served

Date on which
notice was served

Signed

[on behalf of]

Date

Cross out any words in square brackets which do not apply

CONTINUED OVERLEAF

Certificate C

I certify that

[I] [the applicant] cannot issue a Certificate A or B in respect of the accompanying application;

[[I have] [the applicant has] given notice to the persons listed below, being persons against whom, on the day 21 days before the date of the application, the planning obligation to which the application relates was enforceable.

Person on whom
notice was served

Address at which
notice was served

Date on which
notice was served

[I have] [the applicant has] taken reasonable steps to ascertain the name and address of every person against whom, on the day 21 days before the date of the application, the planning obligation to which the application relates was enforceable and who has not been given notice of the application but has been unable to do so. These steps were as follows (a)

Notice of the application, as attached to this certificate, has been published in the (b)

on(c)

Signed

[on behalf of]

Date

Cross out any words in square brackets which do not apply

(a) description of steps taken

(b) name of local newspaper in which the notice was published

(c) date of publication.

Request for:

A new definition of "Protected Tenant shall be inserted into Clause 1.1 of the Second Agreement as follows:

"Protected Tenant: any tenant of an Affordable Dwelling who:

- (a) has exercised the right to buy or right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (or equivalent contractual or voluntary right) in respect of a particular Affordable Dwelling; or*
- (b) (has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Dwelling and who has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns 100% of that Affordable Unit has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Dwelling; or*
- (c) any person or body deriving title through or from any of the parties mentioned in (a) or (b) above."*

Clause 7.2.1 in the Second Agreement shall be deleted in its entirety and replaced by the following:

"[The Phase 2 Development shall include] Construction of the Phase 2 Affordable Housing Units with those Phase 2 Affordable Housing Units to (subject always to Clause 10 of this Deed) be occupied only as Affordable Housing and constructed and transferred to the Council or a Registered Provider prior to 80% dwelling occupations within Phase 2 on terms to be reasonably agreed to secure the Affordable Housing Units as Affordable Housing in accordance with the requirements of this Deed into perpetuity".

The heading of Clause 10 of the Second Agreement shall be amended as follows:

"10 CHARGE AND PROTECTED TENANT EXEMPTION CLAUSE"

A new Clause 10.2 shall be added into the Second Agreement as follows:

"10.2 The affordable housing provisions in this Deed shall not be binding on a Protected Tenant."