STAFFORDSHIRE moorlands DISTRICT COUNCIL

ACHIEVING · EXCELLENCE

Simon W. Baker B.Ed MBA MIMSPA
*Chief Executive*

| Application to Vary a Section a S106 Planning Obligation<br>Please Return to:<br>Planning Application Services<br>Staffordshire Moorlands District Council<br>Moorlands House<br>Stockwell Street<br>Leek<br>Staffordshire<br>ST13 6HQ | <br><br>Application Number:<br><br>Received: |
|---|---|

**Pre Application discussions**

Have you had any discussions/correspondence with Planning Application Services about this proposal?

YES

If Yes: Officer Name: Jane Curley……. Our Reference……

| **1 Applicant** | **2 Agent** |
|---|---|
| Name J Pointon & Sons……<br>Address J Pointon & Sons, Bones Lane, Cheddleton, Staffordshire Moorlands<br><br>……..Postcode ST13 7BT<br>Tel:.....Fax.....<br>E-mail…… | Name Sammons Architectural Limited……<br>Address 10, Cawdry Buildings, Fountain Street, Leek, Staffordshire Moorlands……<br>……..Postcode ST13 6JP…<br>Tel: 01538 386002.....Fax.....<br>E-mail info@sammonsltd.co.uk…… |

**3 Address of land or building(s) to which this application relates**

The Boundary of the site must be shown in red on a site plan

Address
Land at Mill Lane, Wetley Rocks, Staffordshire Moorlands,

Postcode ST9 0BN…….

**4 Applicant's interest in the Land**

I.e.: freeholder, tenant, prospective purchaser etc. owner……
We have completed an ownership certificate A,B or C as appropriate and attach it to this application

**5 Details of Planning Obligation to be Modified/Discharged**

Insert at paragraph 1.6 I the Third Schedule to the S106 Agreement the following :-
"The affordable housing provisions in this Agreement dated 23rd August 2012 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 dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the affordable dwellings and 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 dwellings 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

- if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the affordable dwellings free from the affordable housing provisions in this Agreement which provisions shall determine absolutely"

……..
Date of Obligation 23 August 2012…….

**6 Reason(s) for Applying for Variation**

The funders of the Housing Association (EMH Group) purchasing the development are insisting that this clause is inserted to enable them to finance the scheme.
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**7 Financial Viability**

Have you submitted a financial viability statement with this application? NO

If YES: Who has certified this as true and correct…….

**8 Applying for Permission**

We apply to vary a planning obligation as described in this application.

Signed Sammons Architectural Limited……..Date 18 July 2019…….

On behalf of J Pointon & Sons Limited……