

Dated 6 February 2026



BROADLAND DISTRICT COUNCIL

-and-

HATCH HOMES (BPH2) LIMITED

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land immediately South of Newstead Gardens
Blofield (20211844)

nplaw
Public Sector Legal Expertise

THIS DEED is dated 6 day of February 2026



PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL**, Horizon Business Centre, Peachman Way, Norwich NR7 0WF (referred to as "the Council")
- (2) **HATCH HOMES (BPH2) LIMITED**, Company number **16242448**, whose registered office is at Sixty Six, North Quay, Great Yarmouth, Norfolk, NR30 1HE (referred to as "the Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Owner owns the part of the freehold of the Site which is registered at the Land Registry under title number NK547131 and held free from encumbrances other than the matters referred to below.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Commencement	The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of: <ul style="list-style-type: none"> site clearance demolition archaeological investigations



- ground surveys
- removal of contamination or other adverse ground conditions
- erection of temporary fences
- temporary display of site notices and/or advertisements
- earth works for the provision or diversion of drainage or services to prepare the Site for development

and 'Commence' and 'Commenced' will be construed accordingly

Development	The development of the Site in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Index Linked	In relation to a payment to which this expression is applied by this Deed, means index linked from the date of this deed until the date the payment is made ("the index period"), such index linking being an increase or decrease in the amount of the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender Index (but in relation to (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer)
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:



	<p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p> <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
Permission	The planning permission to be granted by the Council for the erection of 21 Dwellings and allocated reference number 20211844
Plan	The plan attached to this Deed with serial number 160763
Site	The part of the land shown edged red on the Plan known as land immediately South of Newstead Gardens Blofield which is registered at HM Land Registry under title number NK547131
Trigger	The Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to Section 106 of the Act and, to the extent that it does not contain planning obligations, under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003, and any and all other enabling powers.
- 2.2. The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site and to the extent that any provision is not capable of being made pursuant to section 106 of the Act it is made pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003 and any and all other enabling powers.



- 2.3. Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4. A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.
- 2.5. Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6. References to any party to this Deed shall include 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 their respective statutory functions.
- 2.7. Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
 - 2.7.1. they do not enter any individual Dwelling; and
 - 2.7.2. they adhere to all reasonable health and safety requirements.

3. CONDITIONALITY

This Deed is conditional upon:

- 3.1. The grant of the Permission; and
- 3.2. The Commencement of Development.

Save for the provisions of this clause and clauses 2, 5, 6, 7, 8, 9 and 10 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

4. COVENANTS

- 4.1. The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2. The Council covenant with the Owner to comply with their respective requirements contained in this Deed.

5. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 5.1. The improvements referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due.
- 5.2. If the improvements have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement.
- 5.3. Nothing in this Deed binds the Owner to pay;
 - 5.3.1. any contribution before the date on which it is due under the Schedules,
or
 - 5.3.2. any contribution at all if the relevant due date is not reached, or
 - 5.3.3. any greater contribution than provided in the relevant Schedule (subject to being Index Linked or subject to the inflation provision as set out therein).
- 5.4. The Council are entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.
- 5.5. The contributions specified in the Schedules are to be Index Linked or subject to the inflation provision as set out therein.
- 5.6. In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
 - 5.6.1. the contributions are a debt due to the Council and are recoverable by action by the Council; and
 - 5.6.2. are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 5.7. All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 5.8. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
 - 5.8.1. becomes bankrupt or has a winding-up petition or a petition for an

- administration order presented against it, or
- 5.8.2. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
- 5.8.3. enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them,
- but shall continue to be held by the Council under the terms of this Deed.
- 5.9. The Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

6. OTHER PROVISIONS

- 6.1. No person will be liable for any breach of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and FOR THE AVOIDANCE OF DOUBT neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site or parts of the Site shall constitute an interest for the purposes of this Clause.
- 6.2. The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 6.3. Save for the obligations contained in Schedule 1 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein, the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 6.3.1. individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.

- 6.3.2. any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 6.4. On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 6.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 6.7. No waiver, express or implied, by the Council or the Owner of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council or the Owner from enforcing any of the provisions in this Deed.
- 6.8. If the Permission is quashed revoked or expires before Commencement then, save for clause 6.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.9. Subject to clause 6.10, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 6.10. If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).
- 6.11. This Deed is registrable as a local land charge.
- 6.12. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 6.13. An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this Deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.14. The provisions of this Deed (other than this clause which takes immediate

effect) will be of no effect until this Deed has been dated.

- 6.15. Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

7. DISPUTES

- 7.1. If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.
- 7.2. The expert is to be replaced by a fresh appointee in the event that they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 7.3. The expert is to make their decision within 6 weeks of being appointed.
- 7.4. The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.
- 7.5. Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

8. NOTIFICATIONS

- 8.1. Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received.
- 8.2. The Owner will notify the Nominated Officer in writing of the relevant
- 8.2.1. anticipated Triggers seven days in advance of each anticipated date,
- 8.2.2. actual Triggers within seven days of each actual date.
- 8.3. If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner

and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when disposing of any part of the Site to a statutory undertaker or when disposing of any of the Dwellings for their occupation as a residential dwelling constructed pursuant to the Permission SAVE FOR when the disposal of any of the Dwellings would require the Council to be notified in accordance with Clause 8.2 which, FOR THE AVOIDANCE OF DOUBT, includes any disposal of Affordable Dwellings to a Registered Provider.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all such counterparts taken together shall constitute one and the same Deed.

10. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

AFFORDABLE HOUSING

Part 1

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings

"Additional Affordable Housing"	Means any affordable housing as defined in the NPPF approved by the Council in writing in addition to the Affordable Housing required as part of the Affordable Housing Provision
"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market (including such other tenures which the Council approves in writing which comply with one or more of the definitions of affordable housing in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	The mix of 5 x Affordable Housing for Rent and 2 x Shared Ownership, dwelling type and size as set out in Part 3 of this Schedule (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of dwellings (being 7 (seven) Affordable Dwellings in accordance with the Affordable Housing Mix if the Development comprises 21 (twenty one) Dwellings) (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	A scheme securing the Affordable Housing Provision and specifying: - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - full details of the design of the Affordable Dwellings

	<p>- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</p> <p>AND, where the Parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision</p> <p>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</p> <p>- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent;</p> <p>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme</p>
"Affordable Housing for Rent"	Means one or more of Affordable Rented Dwellings, Social Rented Dwellings or Intermediate Rented Dwellings as approved by the Council in writing
"Affordable Rented Dwellings"	Affordable Dwellings which meet the conditions set out in the definition of "Other affordable housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with the Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed, on commencement of each tenancy, the local housing allowance for that area or as otherwise agreed with the Council in writing
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a

	Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	one or more of Shared Ownership Dwelling, Shared Equity Dwelling and Rent to Buy as agreed with the Council in writing.
Intermediate Rented Dwellings	Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area as determined by the Council
"NPPF"	The National Planning Policy Framework published in February 2025 or any replacement thereof.
"Open Market Dwelling"	Any dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" and "Practical Completion" shall be construed accordingly
"Provider"	either: (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing

"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Rent to Buy"	means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase for the existing tenant following that period or to acquire as a Shared Ownership Dwelling PROVIDED THAT where the option to purchase or acquire is not exercised it shall remain as an Affordable Dwelling available to rent as "Rent to Buy" for any subsequent tenant in perpetuity
"Shared Equity Dwelling"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
"Shared Ownership Dwelling"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> - not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider - power to the purchaser to increase their ownership up to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding the Consumer Prices Index (CPI) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 1% or such other rent as complies with the requirements from time to time of the Homes England
"Social Rented Dwellings"	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent

"Target Rent"	The rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council
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The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development unless :
- 1.1 The Affordable Housing Scheme (save for the identity of the Provider and timetable for provision of the Affordable Dwellings) has been submitted and has been approved by the Council in writing
- 1.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings has been approved by the Council
- 1.3 Not to Occupy more than the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers this obligation shall not apply
- 1.4 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein
- 1.5. Not to offer for sale any Intermediate Housing (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Dwellings
- 1.5 Not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:
 - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - c) with the benefit of all necessary easements, rights and utilities; and

d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme

1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade) in relation to any Affordable Dwellings

1.7 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

1.7.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;

1.7.2 an Eligible Household which has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling or 100% of a Rent to Buy Dwelling

1.7.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) 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 (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 it is has first complied with the following:

- a) such mortgagee or chargee or Receiver ("the Chargee") shall first give notice to the Council of its intention to dispose of the Affordable Dwelling(s) 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 Dwelling(s) to another Registered Provider or to the Council (as agreed and determined by 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, costs and expenses; and
- b) 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 obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings .

1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.7 (including their successors in title)

2. It is agreed between the Council and the Owner as follows:
 - 2.1 That the Owner may provide Additional Affordable Housing on the Site in place of any or all of the Open Market Dwellings with the consent of the Council in writing.
 - 2.2 That any Additional Affordable Housing is not required as a result of the Development and does not form part of the Affordable Housing Scheme.
 - 2.3 Any Additional Affordable Housing shall not be bound by the terms of this Schedule

Part 2

Local Connection Cascade

Unless otherwise agreed in writing, local people with proven housing need are to have priority for about *one third* of all Affordable Rented Dwellings in perpetuity using the following cascade.

Two thirds of all Affordable Rented Dwellings in parishes of more than 3000 residents will be allocated based on the following cascade A:

1. Residents of Broadland District
2. Any other person.

In parishes of more than 3000 residents, local people with proven housing need will have priority for about one third of all Affordable Rented Dwellings at first and subsequent let based on the following cascade B:

1. First priority will be given to existing Residents of the parish of Blofield (including Blofield Heath and Hemblington) who have lived in that parish for a total of at least 3 of the last 10 years
2. If no suitable applicant can be found, priority will be given to former Residents of the parish of Blofield (including Blofield Heath and Hemblington) who have lived in that parish for at least 3 of the last 10 years
3. If no suitable applicant can be found, priority will be given to residents of the parish of Blofield (including Blofield Heath and Hemblington) who have lived in that parish or the adjacent parishes of Postwick with Witton, Gt and Little Plumstead (including Thorpe End), Woodbastwick, South Walsham, Lingwood and Burlingham and Strumpshaw for the last 3 years or more

4. People working in the parish of Blofield (including Blofield Heath and Hemblington) and have done so for the last year or more, for at least 10 hours each week
5. If no suitable applicant can be found, priority will be given to residents of the adjacent parishes of Postwick with Witton, Gt and Little Plumstead (including Thorpe End), Woodbastwick, South Walsham, Lingwood and Burlingham and Strumpshaw who have lived in one or more of those parishes (or the parish of Blofield (including Blofield Heath and Hemblington)) for the last 3 years or more
6. If no suitable applicant can be found, priority will be given to residents of the parish of Blofield (including Blofield Heath and Hemblington) who have lived in that parish for less than 3 years
7. If no suitable applicant can be found, priority will be given to residents of the adjacent parishes of Postwick with Witton, Gt and Little Plumstead (including Thorpe End), Woodbastwick, South Walsham, Lingwood and Burlingham and Strumpshaw who have lived in those parishes (or the parish of Blofield (including Blofield Heath and Hemblington)) for less than 3 years
8. If no suitable applicant can be found, priority will be given to any residents of Broadland Council
9. If no suitable applicant can be found, priority will be given to any other person

Part 3

Affordable Housing Mix

Unit Type	Size	Affordable Rent		Shared Ownership	
		Number	%	Number	%
1B2P Apartment	50m ²	2	28.57		
2B4P House	77m ²			2	28.57
2B4P House	77m ²	1	14.29		
3B5P House	90m ²	1	14.29		
4B7P House	115m ²	1	14.29		

SCHEDULE 2

OPEN SPACE

Part 1

Owner Obligations

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

“Approved Open Space Scheme” The Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing

“Inflation Provision” The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

“Green Infrastructure Contribution” Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule

“Maintenance Schedule” Details of the type and frequency of ongoing maintenance of the Open Space, including any amendment or substitution therefore as approved by the Council as part of the Open Space Scheme

“Management Company” a company to be set up for the purposes of managing and maintaining the Open Space in perpetuity

“Off-Site Open Space Contribution” A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision of Open Space serving the Development in the parish of Blofield

and in the case of the Green Infrastructure Contribution to be used at in line with the projects identified in the Council’s Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 and Policy 3 of the Greater Norwich Local Plan

- “Open Space” Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies
- “Open Space Policies” Means the policies contained in the Council’s Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space, and Policy 3 of the Greater Norwich Local Plan or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities
- “Open Space Scheme” A scheme securing the provision of Open Space calculated in accordance with Part 4 of this Schedule (unless the Nominated Officer agrees an Off-Site Open Space Contribution in lieu of part or all of the Open Space) and containing:
- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies
 - the extent, location and boundaries of the Open Space
 - details of the design and layout of the Open Space all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
 - details of the ongoing management and maintenance of the Open Space
 - the Maintenance Schedule
 - a timetable for the laying out and provision of the Open Space by reference to occupation and completion of Dwellings on the Site submitted to and approved in writing by the Council
 - such other information as the Council may reasonably require to enable approval of the Open Space Scheme
- “Standard Terms” In accordance with the reasonable requirements of the Council in consultation with the Management Company to include:
- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee and clear so as to be accessible and usable without undue land reformation or engineering and free from any known or apparent physical hazards and health and safety hazards, both above and below ground (including but not limited to land contamination electricity pylons, Japanese Knotweed, asbestos, and problems with site

access)

- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space to a standard suitable for use by members of the public
- a requirement that the Management Company's conveyancing fees and disbursements are paid for by the Owner

"Unencumbered" Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space and all encumbrances which might result in additional cost or liability to the Management Company not normally associated with the use of the Open Space

The Owner hereby covenants with the Council as follows :

1. OPEN SPACE

- 1.1 Not to Commence the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site to pay the Off-Site Open Space Contribution prior to first Occupation of more than nine (9) Dwellings

2. ON-SITE OPEN SPACE

Where Open Space is to be provided within the Site under the Approved Open Space Scheme:

- 2.1 To layout and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the Council
- 2.2 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Planning Permission
- 2.3 To thereafter maintain the Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public

2.4

- a) Not to Occupy more than 20% of the Dwellings unless the Management Company has been created to the satisfaction of the Council; and the memorandum and articles of association and the form of transfer of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and
- b) Not to Occupy more than 70% of the Dwellings unless the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Management Company subject to the Standard Terms

PROVIDED THAT the Management Company shall not be required to accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme

Part 2

Council Obligations

The Council covenants with the Owner as follows:

- 2.1 The Council shall hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies or otherwise) within 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with any interest accrued
- 2.2 The Council shall confirm in writing whether the Open Space Scheme is approved within 30 Working Days of receipt, such approval not to be unreasonably withheld or delayed. If the Open Space Scheme is not approved by the Council, the Council shall notify the Owner in writing within the same period, along with written reasons confirming why the Open Space Scheme is not approved by the Council.

Part 3

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2015 (Index 270)

Contribution Towards Purchase of Off Site Open Space					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£300	£627
2 bed	£336	£68	£32	£400	£836
3 bed	£420	£85	£40	£500	£1,045
4 bed	£504	£102	£48	£600	£1,254
5+ bed	£588	£119	£56	£700	£1,463
Equipping of Off Site Open Space					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£214.50	£606.50
2 bed	£385	£119	£19	£286	£809
3 bed	£481	£148	£24	£357.50	£1,010.50
4 bed	£577	£178	£29	£429	£1,213
5+ bed	£674	£207	£34	£500.50	£1,415.50
Maintenance of Off Site and On Site Open Space					
Property	Sports	Play		Green Infrastructure	Total
1 bed	£303	£30		£126.50	£459.50
2 bed	£404	£41		£169	£614
3 bed	£504	£51		£211	£766
4 bed	£605	£61		£253	£919
5+ bed	£707	£72		£295.50	£1,074.50
Maintenance of On-Site Open Space – Over Provision					
	Children's play spaces cost/m ²	Sports facilities cost/m ²		Green Infrastructure cost/m ²	
Over Provision	£5.88	£12.02		£4.22	

Part 4

Extract from Open Space Policies detailing the area (sq m) required per dwelling for the provision of on-site Open Space

Number of bedrooms	Children's play spaces m ²	Sports facilities m ²	Allotments m ²	Green Infrastructure m ²
1 bed	5.1	25.2	2.4	30
2 bed	6.8	33.6	3.2	40
3 bed	8.5	42.0	4.0	50
4 bed	10.2	50.4	4.8	60
5+ bed	11.9	58.8	5.6	70

SCHEDULE 3

RECREATIONAL IMPACT AVOIDANCE AND MITIGATION CONTRIBUTION

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

Recreational impact Avoidance and Mitigation Contribution: the financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the package of mitigation measures identified in the Strategy

Recreational impact Avoidance and Mitigation Contribution Calculation: the sum of £293.53 x the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Recreational impact Avoidance and Mitigation Contribution

Recreational impact Avoidance and Mitigation Contribution Inflation Provision: The increase (if any) in the *Office for National Statistics Retail Price Index (All Items)* between January 2024 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

Strategy: Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021 and the Avoidance and Mitigations Action Plan dated 2024

1. The Owner covenants with the Council as follows:

- 1.1. Not to cause or permit Commencement of Development until the Recreational impact Avoidance and Mitigation Contribution has first been paid in full to the Council

SCHEDULE 4

SUSTAINABLE DRAINAGE

Part 1

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

- “Drainage Land” Means the land edged blue on the Plan annexed to this Deed, being land in the ownership of the Owner and required for the implementation of the Suds
- “Final Drainage Report” Means the final detailed flood risk assessment and surface water drainage strategy report to be submitted to and approved in writing by the Council as part of the first application for the approval of reserved matters, building upon the preliminary assessment contained in the report prepared by Rossi Long Consulting Ltd (Ref: 241360, Rev: 01, dated 13 November 2024), and demonstrating all matters listed at Part 2 of this Schedule 4
- “Nominated Body” Means either the Suds Management Company or a statutory water undertaker as determined by the Council
- “Suds” Means a surface water drainage system and all associated works serving the Development and laid out in accordance with the Suds Works Specification
- “Suds Management Company” Means a company set up for the purposes of managing and maintaining the Suds in perpetuity

“Suds Works Specification” Means a scheme for the provision of the Suds, including plans, drawings and specifications detailing the layout, design and construction of the Suds, maintenance of the Suds, together with details of the proposed permanent management regime of the Suds in perpetuity, and which shall be consistent with and incorporate the Final Drainage Report as approved by the Council in writing

The Owner covenants with the Council:

1. Not to Commence the Development until The Final Drainage Report has been submitted to the Council as part of the first application for the approval of reserved matters and approved in writing by the Council.
2. Not to Commence the Development until the following has been submitted to and approved by the Council in writing:
 - a. The Suds Works Specification
 - b. The construction water management plan clearly demonstrating sufficient flood risk and surface water management from start of construction to handover of the Suds
 - c. A final assessment of any mitigation measures to be implemented where necessary, as identified in The Final Drainage Report to prevent or reduce flood risk
3. Not to Occupy more than 30% of the Dwellings until the Suds and any mitigation measures identified as part of the final assessment of The Final Drainage Report have been implemented in accordance with the approved Suds Works Specification on the Drainage Land to the written satisfaction of the Council
4. To thereafter maintain the Suds in accordance with the approved Suds Works Specification PROVIDED THAT upon transfer of the Suds to the Nominated Body this obligation shall be enforceable against the Nominated Body as

Land edged blue - "Drainage Land"



Loch Pontre

Google Earth

Image © 2025 Airbus



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successor in title to the Owner

5. Unless the Owner is to maintain the Suds in accordance with the provisions of this Part 1, Schedule 4 and in the event that the Suds Management Company is the Nominated Body not to occupy more than 50% of the Dwellings until:
 - a. The Suds Management Company has been created to the satisfaction (acting reasonably) of the Council; and
 - b. The memorandum and articles of association and form of transfer of the Suds to the Management Company has been submitted to and approved by the Council

6. Unless the Owner is to maintain the Suds in accordance with the provisions of this Part 1, Schedule 4, not to Occupy more than 80% of the Dwellings until the Suds has been transferred to the Nominated Body in accordance with the reasonable requirements of the Council in consultation with the Nominated Body (which shall include a requirement that the Nominated Body's conveyancing fees are paid for by the Owner and the Suds transferred free from all encumbrances which might affect its use for sustainable drainage for the Development or result in any additional cost not normally associated with the maintenance of a sustainable drainage system for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Suds for drainage purposes only PROVIDED THAT the Nominated Body shall not be required to accept the Suds unless it has been provided in strict accordance with the approved Suds Works Specification

7. Not to dispose of or encumber the Drainage Land in any way that would prevent or materially affect the implementation, delivery, operation and/or ongoing maintenance of the Suds

8. It is hereby agreed between the Owner and the Council that where any details pursuant to any of the obligations within this Part 1, Schedule 4, Paragraphs 1 and 2 have been approved by the Council as part of the grant of reserved

matters approval pursuant to the Permission or pursuant to any application to discharge a relevant condition imposed upon the Permission, the corresponding obligation relating to such matters in this Part 1, Schedule 4, shall be deemed to have been satisfied.

Part 2

Final Drainage Report

The submitted report shall include and demonstrate:

- (i) A flood risk assessment / statement covering flood risk from all sources for both pre and post-development scenarios.
- (ii) Detailed flooding modelling to assess any on-site flood risk where it is required.
- (iii) Further assessment of the surface water drainage hierarchy to determine the feasibility and viability of higher-ranking discharge locations. Further site-specific investigations, surveys and in-situ specific ground investigation shall support the assessment. The principle discharge location shall be amended if higher-ranking locations are feasible and detailed design confirms viability. Testing shall inform the siting of Suds components. Where the preliminary discharge location (discharge to an ordinary watercourse) remains the highest-ranking feasible discharge location and detailed design confirms continued viability, the option shall be progressed as the final discharge location. Where it is required, this shall be informed by further site-specific investigations, surveys and calculations/modelling. A discharge rate shall be finalised and agreed with the relevant authorities.
- (iv) Evidence of in-principle agreements with third party persons/authorities or other risk management authorities, as required by the final surface water drainage strategy.

- (v) An assessment of the four pillars of Suds concept, demonstrating a surface water drainage strategy that fully embodies this criteria through the use of rainwater harvesting and multi-functional Suds components.
- (vi) Sufficient detailed drainage design modelling outputs demonstrating surface runoff management in the 50% AEP, 3.33% AEP plus climate change allowance and 1.0% AEP plus climate change allowance events. Drainage design modelling shall be informed by best practice, nationally and locally compliant input and output parameters.
- (vii) A suite of dimensioned and scaled surface water drainage strategy plans/drawings. As a baseline, this shall include the following:
 - a. drainage strategy layout
 - b. contributing areas
 - c. exceedance management plan
 - d. drainage component details
 - e. existing levels and proposed levels
- (viii) Protection of the surface water drainage system against all sources of flooding with any mitigation measures detailed within the surface water drainage design where it is required.
- (ix) Calculation and comparison of pre- and post-development greenfield rates and volumes with supporting workings/calculations.
- (x) Accommodation of climate change, urban creep uplift and pervious runoff uplift within the surface water drainage system with workings/calculations provided

to support.

- (xi) Sufficient sitewide surface water runoff pollution mitigation through a water quality assessment appropriate to the site and development type.
- (xii) Appropriate freeboard allowances for:
 - a. The surface water drainage system components.
 - b. Finished ground level to finished floor level.
 - c. Maximum design water level / flood level to finished floor level.
- (xiii) Sufficient exceedance management from:
 - a. A blockage or failure of a drainage system component.
 - b. Failure of any embanked storage facility.
 - c. Rainfall events that are larger than the design storm.
- (xiv) Phasing intentions through a construction phasing plan. This should clearly demonstrate the buildability of the surface water drainage strategy in the construction timeline.
- (xv) An assessment of alignment to the Sustainable Drainage Systems Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015).

The information submitted shall comply with the most up-to-date revisions of national and local policy, frameworks, strategies, guidance (including best practice) and statutory/non-statutory standards.

Part 3
Council's Covenants

1. The Council shall confirm whether the Final Drainage Scheme and/or documents contained within paragraph 2 of Part 1 of this Schedule (as appropriate) are approved within 30 Working Days (not to be unreasonably withheld or delayed) of receipt and if the Final Drainage Scheme and documents contained within paragraph 2 of Part 1 of this Schedule (as appropriate) are not approved by the Council the Council shall within 30 Working Days (not to be unreasonably withheld or delayed) of receipt of such confirm the same to the Owner in writing along with written reasons confirming why the Final Drainage Scheme and/or documents contained within paragraph 2 of Part 1 of this Schedule are not approved by the Council.

SCHEDULE 5

DISTRICT COUNCIL MONITORING FEE

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

“District Council Monitoring Fee”	the sum of £1140 Index Linked payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
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The Owner hereby covenants with the Council as follows:

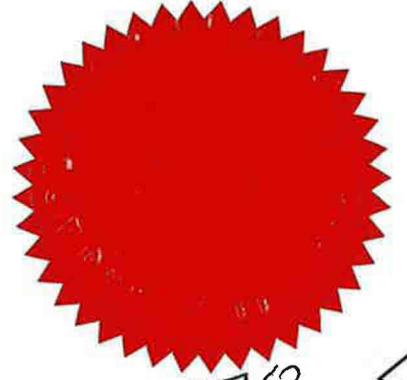
1. **DISTRICT COUNCIL MONITORING FEE**

1.1 Not to Commence the Development until the District Council Monitoring Fee has been paid to the Council in full.

1.2 To pay the District Council Monitoring Fee to the Council prior to the Commencement of the Development.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF
Broadland District Council
was affixed hereto in the presence



Authorised Signatory:

and this deed has been duly and lawfully executed
in accordance with the constitution of Broadland District Council

Executed as a deed by **HATCH HOMES (BPH2) LIMITED**
acting by a director

In the presence of:

Signature of Director

Signature of witness:

Name (in BLOCK CAPITALS)

Address: _____

**HOWES PERCIVAL LLP
FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG**