

Dated 24th June 2026

Broadland District Council

-and-

Reepham Care Village Limited

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land at
Land north of Stony Lane, Station Road, Reepham, Norfolk

nplaw
Public Sector Legal Expertise

THIS DEED is dated 24th day of June 2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF (referred to as the "Council")
- (2) **REEPHAM CARE VILLAGE LIMITED** (Co. Regn. No. 11461588) whose registered office is of Main Office Ashtree Care Village, Ashtree Close, Reepham, Norfolk, United Kingdom, NR10 4FS (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 freehold of the Site which is registered at HM Land Registry under title number NK114862 and held free from encumbrances for the purposes of this Deed.
- (D) Land to the west of the Site has been developed for 15 assisted living bungalows under previous consent 20180963 and is subject to a section 106 agreement dated 5 March 2019.
- (E) For the avoidance of doubt the Owner's address for service on the title register for NK114862 at the time of this Agreement is stated as being The Annexe, Jonathan Scott Hall, Thorpe Road, Norwich, NR1 1UH which is no longer up to date and the Owner has confirmed that the registered office address at Companies House, being the one used in this agreement, is correct and up to date at the time of this Agreement.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Act"	The Town and Country Planning Act 1990 as amended
"Care Village Phase"	means the part of the Site shaded brown on the Phasing Plan
"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: • 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 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 which for the avoidance of doubt includes the Assisted Living Bungalows
"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: • construction • internal and external refurbishment

- decoration
- fitting-out
- marketing

and 'Occupy' and 'Occupied' will be construed accordingly

"Permission"	The planning permission to be granted by the Council for Erection of 22no. assisted bungalows (C2 use), 14no. dwellings (C3 use) and associated works and allocated reference number 2023/3674
"Phasing Plan"	The plan appended to this Deed at Schedule 1 titled "Section 106 Agreement Plan" with reference 1669-CAM-XX-XX-DR-A-S106
"Plan"	The plan appended to this Deed at Schedule 1 titled "Site Location Plan" with reference 1669-CAM-XX-XX-DR-A-PL01 REV B
"Residential Phase"	means the part of the Site shaded pink on the Phasing Plan
"Site"	The land known as Land north of Stony Lane, Station Road, Reepham, Norfolk and registered at HM Land Registry under title number NK114862 shown edged red on the Plan
"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 its statutory functions.

2.7. Representatives of the Council may enter the Site at any reasonable time on reasonable notice 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.

2.8. This Deed is conditional upon:

2.8.1. The grant of the Permission; and

2.8.2. The Commencement of Development,

save for the provisions of this clause and clauses 5.4 and 5.8 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.

3. COVENANTS

3.1. 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.

3.2. The Council covenant with the Owner to comply with its obligations contained in this Deed.

4. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

4.1. 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.

- 4.2. 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.
- 4.3. Nothing in this Deed binds the Owner to pay;
- 4.3.1. any contribution before the date on which it is due under the Schedules;
- 4.3.2. any contribution at all if the relevant due date is not reached; or
- 4.3.3. any greater contribution than provided in the relevant Schedule subject to the inflation provision as set out therein.
- 4.4. The Council is 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.
- 4.5. The contributions specified in the Schedules are to be index linked in accordance with the inflation provisions set out in the respective Schedules.
- 4.6. In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
- 4.6.1. the contributions are a debt due to the Council and are recoverable by action by the Council; and
- 4.6.2. 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.
- 4.7. All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 4.8. 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 to the party who made that payment if that party:
- 4.8.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it;
- 4.8.2. 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
- 4.8.3. enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them;

but shall continue to be held under the terms of this Deed.

- 4.9. 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.

5. OTHER PROVISIONS

- 5.1. No person will be liable for any breach of this Deed if he no longer has an interest in the Site or the part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest). For the avoidance of doubt, the reservation of any rights easements or the inclusion of any covenants or restrictions in any transfer shall not constitute an interest for the purposes of this clause.
- 5.2. 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.
- 5.3. Save for the obligations contained in Schedule 4 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:
- 5.3.1. 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; or
- 5.3.2. 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.
- 5.4. On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 5.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.7. No waiver, express or implied, by the Council 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 from enforcing any of the provisions in this Deed.

- 5.8. If the Permission is quashed revoked or expires before Commencement then, save for Clause 5.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.9. Subject to Clause 5.10, 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.
- 5.10. 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).
- 5.11. This Deed is registrable as a local land charge by the Council.
- 5.12. 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.
- 5.13. 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.
- 5.14. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 5.15. 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 a local authority.
- 5.16. A mortgagee with a charge over the Site created after the date of this Deed shall have no liability under this Deed unless the mortgagee becomes a successor in title or a mortgagee in possession of the Site or any part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner (for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the mortgagee enforcing its security will be bound by the terms of this Deed).

6. DISPUTES

- 6.1. 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.

- 6.2. 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.
- 6.3. The expert is to make their decision within 6 weeks of being appointed.
- 6.4. 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.
- 6.5. Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

7. NOTIFICATIONS

- 7.1. 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.
- 7.2. The Owner will notify the Nominated Officer in writing of the relevant
 - 7.2.1. anticipated Triggers seven days in advance of each anticipated date; and
 - 7.2.2. actual Triggers within seven days of each actual date.
- 7.3. 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 individual Dwellings constructed pursuant to the Permission (unless such disposal is to a Registered Provider) or disposing of any part of the Site to a statutory undertaker.

8. JURISDICTION

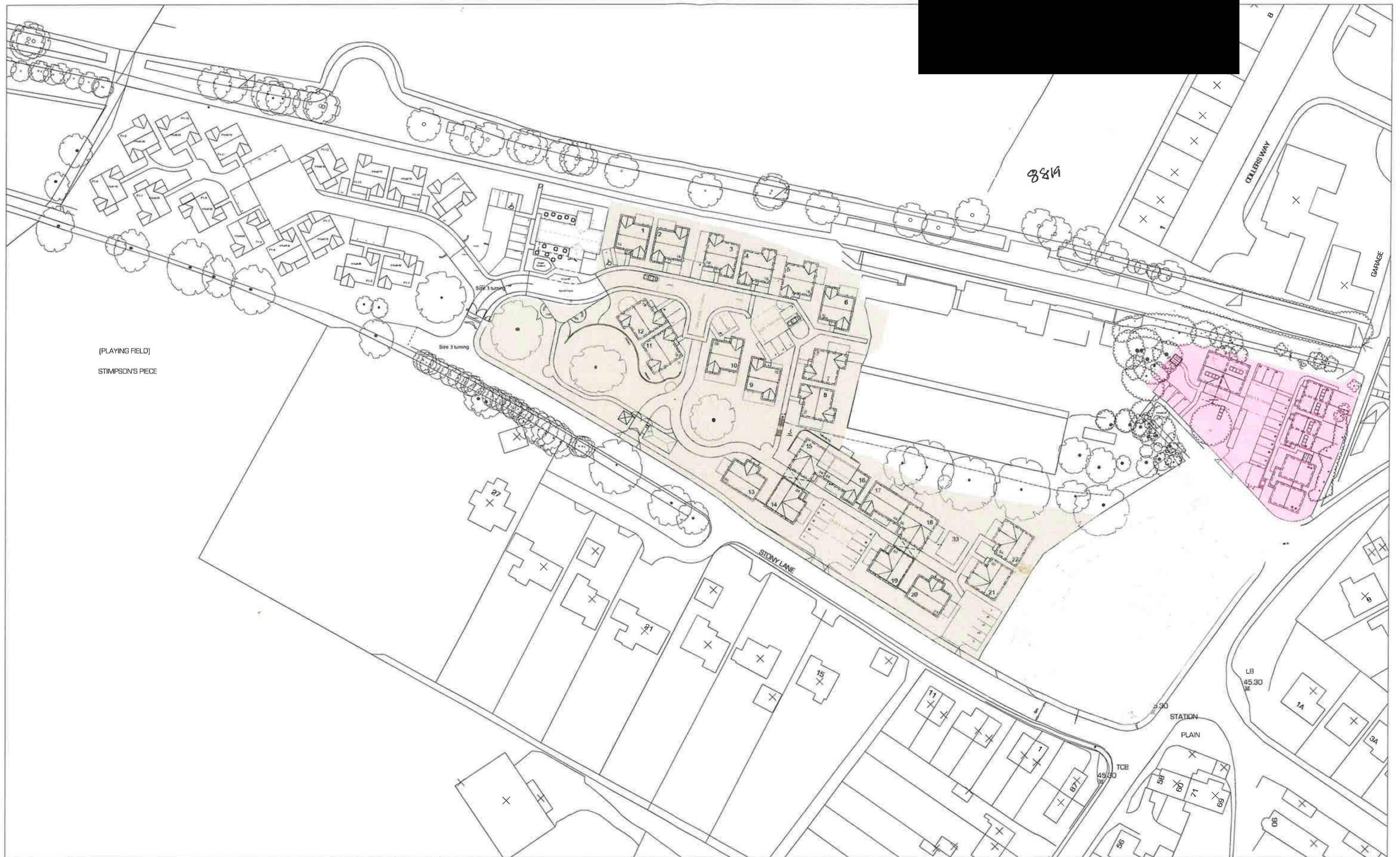
This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

Plans



Rev.	Date	Comments	By	Chkd.	All dimensions are to be checked before any site fabrication by the contractor or sub contractors specialist suppliers etc. Do not scale plans. Use only figured or grid dimensions. Any deviation from this drawing is to be reported to CAM Architects Norwich Limited immediately. COPYRIGHT: This drawing must not be reissued loaned or copied without the consent of CAM Architects Norwich Limited. All errors, discrepancies should be reported to CAM Architects Norwich Limited immediately. This drawing has been prepared for the following purposes and does not constitute use for any other purpose: Planning Application	Client: Reepham Care Village Ltd	CAM ARCHITECTS Suite 3 The Old Church St Matthews Road Norwich NR1 1SP www.camarchitects.co.uk info@camarchitects.co.uk 01603 888751	Project Details: Erection of 22 no. Assisted Bungalows (C2 Use), 14no. Dwellings (C3 Use) and Associated Works	
						Address: Old Station Yard, Stoney Lane, Reepham, NR10 4LJ		Drawing Title Site Location Plan	Drawing Number: 1669-CAM-XX-XX-DR-A-PL01
B	19/06/2025	Red Line and Project Description Amended	EA	EA		Scale: 1:1250 @ A3			
A	29/11/2023	Planning Application Issue	TN	EA					
	06/09/2023		TN	EA					Revision: B



Rev.	Date	Comments	By	Chkd.	All dimensions are to be checked before any site fabrication by the contractor or sub contractors specialist suppliers etc. Do not scale plans. Use only figured or grid dimensions. Any deviation from this drawing is to be reported to CAM Architects Norwich Limited immediately. COPYRIGHT: This drawing must not be reissued loaned or copied without the consent of CAM Architects Norwich Limited. All errors, discrepancies should be reported to CAM Architects Norwich Limited immediately. This drawing has been prepared for the following purposes and does not constitute use for any other purpose: S106 Agreement	Client: Reepham Care Village Ltd Address: Old Station Yard, Stoney Lane, Reepham, NR10 4LJ Scale: 1:500 @ A1  	 ARCHITECTS Suite 3, The Old Church, St Matthews Road, Norwich, NR1 1SP www.camarchitects.co.uk/info@camarchitects.co.uk 01603 666151	Project Details: Erection of 22 no. Assisted Bungalows (C2 Use), 14no. Dwellings (C3 Use) and Associated Works Drawing Title Section 106 Agreement Plan Drawing Number: 1669-CAM-XX-XX-DR-A-S106 Revision:
	24/04/2026	S106 Agreement Issue	EA	EA				
	23/04/2026	First DRAFT Issue	EA	EA				

SCHEDULE 2

Part 1 - Variation

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

“2019 Agreement” Means an agreement dated 5 March 2019 made under Section 106 of the Act between the Council and D A Barnes, D J Hall and K J Ewing containing planning obligations enforceable by the Council relating to planning permission numbered 20180963

The Parties agree to vary the 2019 Agreement as follows:

1. The definition of ‘Care Village’ in the 2019 Agreement shall be amended to read as follows:
 - 1.1. *“That part of the Development comprising 15 no. assisted bungalows (C2 use); assembly room/club house (C2 use) and associated car parking, service yards, access roads, drainage works and landscaping shown edged in green on Plan 2 attached to this Deed”*
2. Paragraphs 2 to 5 (inclusive) in Schedule 2 of the 2019 Agreement shall be deleted and replaced with the following:
 2. *That the operator of the Care Village will ensure that each of the 15 assisted bungalows within the Care Village is from the commencement of their Occupation, provided with a minimum amount of at least 4 hours of care each week*
 3. *That the operator of the Care Village will ensure that the minimum age of at least one Occupier of any of the 15 assisted bungalows within the Care Village is 75 years dating from the date of their first Occupation*
 4. *That the operator of the Care Village will ensure that the Occupiers of any of the 15 assisted bungalows within the Care Village will from their date of first Occupation be contractually bound and required to pay a weekly maintenance fee to contribute towards the costs of daily bin collections from and structural maintenance of the relevant flat or bungalow (as the case may be)*
 5. *That the operator of the Care Village will ensure that each and every of the 15 assisted bungalows within the Care Village will from the date of first Occupation contain level access bathing/showering facilities, accessible doorways and internal circulation, higher level electrical sockets and*

emergency alarm systems with pull cords and intercom facilities to facilitate and secure immediate response all in accordance with the requirements and to the satisfaction of the Care Quality Commission

Part 2 - Non-Implementation

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

“the First Permission” the planning permission issued by the Council on 6 March 2019 for Erection of Food Retail Store (A1 Use), Offices (B1a Use), 60 No Bedroom Care Home (C2 Use), 20 No Assisted Flats (C2 Use), 15 No Assisted Bungalows (C2 Use) Assembly Room/Club House (C2 Use) & Associated Car Parking, Service Yards, Access Roads, Drainage Works & Landscaping bearing reference number 20180963 and as varied by section 73 permissions granted on 14 May 2020 under reference 20200276 and on 13 January 2023 under reference 20221769.

The Owner covenants with the Council:

- 1 Not to carry out or continue with any development authorised by the First Permission on the Site following Commencement of the Development authorised by the Permission
- 2 The parties hereto acknowledge that the covenants contained in this Deed shall not give rise to any right to compensation whatsoever and the Owner covenants not to pursue any such claim

SCHEDULE 3

Care Provisions

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

"Assisted Living Bungalows"	Means the 22 Dwellings (C2 use) located within the Care Village and "Assisted Living Bungalow" shall be construed accordingly
"Care Quality Commission"	An executive non departmental public body of the Department of Heath and Social Care (or its successor body) with responsibility for regulating monitoring and inspecting health and social care services in England
"Care Village"	That part of the Development comprising the Assisted Living Bungalows (C2 use) to be constructed on the Care Village Phase
"Care Village Eligibility Criteria"	Means: - the minimum age of at least one occupier of the Assisted Living Bungalows in the Care Village is 75 years dating from the date of their first Occupation; - and - at least one occupier of the Assisted Living Bungalows in the Care Village has personal care needs which fulfill the care requirements of the Care Quality Commission
"Care Village Accessibility Requirements"	Means each Assisted Living Bungalow within the Care Village will have the following: - level access bathing / showering facilities - accessible doorways and internal circulation - higher level electrical sockets and emergency alarm systems and intercom facilities to facilitate and secure immediate response in accordance with the requirements and to the satisfaction of the Care Quality Commission

"Primary Resident"	The occupier of an Assisted Living Bungalow who meets the Care Village Eligibility Criteria and the term 'Primary Residents' shall be construed accordingly.
"Secondary Resident"	The spouse or partner of a Primary Resident occupying an Assisted Living Bungalow

1. The Owner of the Care Village Phase hereby covenants with the Council as follows in relation to the Care Village Phase only:
 - 1.1. Prior to first Occupation the Care Village and its operations will be regulated by the Care Quality Commission
 - 1.2. From first Occupation each Assisted Living Bungalow within the Care Village is provided with a minimum of 4 hours of care each week, save where the Assisted Living Bungalow is occupied solely by a Secondary Resident following the death of a Primary Resident (in Occupation).
 - 1.3. Each Assisted Living Bungalow shall not be Occupied otherwise than by a Primary Resident and their Secondary Resident or following the death of a Primary Resident (in Occupation), their Secondary Resident solely.
 - 1.4. From first Occupation the Assisted Living Bungalows within the Care Village will meet the Care Village Accessibility Requirements
 - 1.5. From first Occupation occupiers of the Assisted Living Bungalows within the Care Village will be contractually bound and required to pay a weekly maintenance fee to contribute towards the costs of daily bin collections from and structural maintenance of the relevant Assisted Living Bungalow.

SCHEDULE 4

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"	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 12 Dwellings to be constructed on the Residential Phase 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"	Means either OPTION A or OPTION B as set out in Part 3 of this Schedule
"Affordable Housing Provision"	The construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	Means 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
"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 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 as determined by the Council and shall not exceed no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area
"NPPF"	The National Planning Policy Framework published in December 2024 (as amended in February 2025) or any replacement thereof.
"Open Market Dwelling"	Any Dwelling which is not an Affordable Dwelling nor an Assisted Living Bungalow

"Open Market Value"	Means the open market value (as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors acting in an independent capacity) of a Dwelling as confirmed to the Council by the Owner in the form of a valuation report provided at the Owner's cost and assessed in accordance with the RICS Valuation Standards December 2024 (or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount or restriction as 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
"Qualifying Person"	Means a person formally approved under the government Help to Buy scheme (or any successor scheme approved by the Council), not being an existing homeowner and (in priority order) being either: - a person who lives in Broadland District; or - a person who has a local connection to Broadland District; or - a first time buyer (evidenced by statutory declaration of the proposed buyer).
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008 and applies to those persons listed in the register of providers of social housing from time to time

"Rent to Buy"	Means Affordable Dwellings rented for a minimum period of five years at not more than 80% 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"	A Dwelling 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 seven years from 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 and 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"	A Dwelling purchased on a Shared Ownership Lease
"Shared Ownership Lease"	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: - 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 on the Residential Phase until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 not to Occupy more than the first Open Market Dwelling until an exchanged 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 this obligation shall not apply
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein
- 1.4 Not to offer for sale any Intermediate Housing dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
- 1.5 Not to Occupy more than 55% of the Assisted Living Bungalows until all of the Affordable Dwellings to be provided are Practically Complete and have been transferred to the approved Provider (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 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) 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:

- a) such mortgagee or chargee or Receiver shall first give written 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 1.6 (including their successors in title)

1.8 It is agreed between the Council and the Owner as follows:

1.8.1 Any Additional Affordable Housing is not required as a result of the Development and does not form part of the Affordable Housing Scheme

- 1.8.2 Any Additional Affordable Housing shall not be bound by the terms of this Schedule

Part 2

Local Letting Policy: Local Connection Eligibility Criteria

1. The Owner hereby covenants with the Council to grant occupation of the Affordable Housing for Rent to Eligible Households in perpetuity in accordance with the following order of priority. Nominations will be on the basis of 100% of the units at first and future relets: :
 - 1.1 Residents of the Parish of Reepham who have lived in that Parish for a total of at least 3 of the last 10 years; failing this
 - 1.2 Former Residents of the Parish of Reepham who lived in that Parish for at least 3 of the last 10 years; failing this
 - 1.3 Residents of the Parish of Reepham who have lived in that Parish or the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham for a total of at least 3 of the last 10 years; failing this
 - 1.4 People working in the Parish of Reepham and have done so for the last year or more for at least 10 hours each week; failing this
 - 1.5 Residents of the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham who have lived in one or more of those parishes (or the parish of Reepham) for the last 3 years or more; failing this
 - 1.6 Residents of the parish of Reepham who have lived in that parish for less than 3 years; failing this

- 1.7 Residents of the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham who have lived in one or more of those parishes (or the parish of Reepham) for less than 3 years; failing this
- 1.8 Residents of Broadland; failing this
- 1.9 Any other person.

Part 3

Affordable Housing Mix

OPTION A

Affordable Rented Dwellings (80% (ten (10) Affordable Dwellings))

<u>Size</u>	<u>Type</u>	<u>M²</u>
1B 2P	Flats	50m ²

Intermediate Housing (20% (two (2) Affordable Dwellings))

<u>Size</u>	<u>Type</u>	<u>M²</u>
1B 2P	House	58m ²

OPTION B

Affordable Rented Dwellings (60% (eight (8) Affordable Dwellings))

<u>Size</u>	<u>Type</u>	<u>M²</u>	<u>Quantity</u>
1B 2P	Flats and Houses	50m ²	6
1B 2P	Flats and Houses	58m ²	2

Intermediate Housing (40% (four (4) Affordable Dwellings))

<u>Size</u>	<u>Type</u>	<u>M²</u>
<u>1B 2P</u>	<u>Flats</u>	<u>50m²</u>

SCHEDULE 5

Off-Site Open Space

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

“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”	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
“Off Site Open Space Contribution”	A sum in lieu of any deficiency in the amount or type of Open Space being provided on the Development compared to that required in accordance with the Council’s 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 Reepham and in the case of the Green Infrastructure Contribution to be used 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

Part 1

Owner Obligations

1. The Owner of the Care Village Phase hereby covenants with the Council as follows in relation to the Care Village Phase only:
 - 1.1 Not to Occupy more than twelve (12) of the Assisted Living Bungalows until the Off-Site Open Space Contribution has been paid to the Council; and
 - 1.2 To pay the Off-Site Open Space Contribution prior to Occupation of more than twelve (12) of the Assisted Living Bungalows .

Part 2

Council Obligations

2. The Council covenants with the Owners 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

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 (N/A for the Care Village)	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 (N/A for the Care Village)	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 (N/A for the Care Village)		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 (N/A for the Care Village)	Sports facilities cost/m ²		Green Infrastructure cost/m ²	
Over Provision	£5.88	£12.02		£4.22	

SCHEDULE 6

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 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 Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)
“Strategy”	The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021, and the Norfolk Recreational Impact Avoidance and Mitigations Strategy Action Plan dated 2024

1. The Owner hereby covenants with the Council as follows:

- 1.1. Not to Commence the Development until the Recreational Impact Avoidance and Mitigation Contribution has been paid to the Council in full.
- 1.2. To pay the Recreational Impact Avoidance and Mitigation Contribution to the Council prior to Commencement of Development.

SCHEDULE 7

Monitoring Fee

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

"Council Monitoring Fee"	the sum of £1431 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
"Index Linked"	Index linked from the 3 December 2025 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 (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer)

The Owner hereby covenants with the Council as follows:

1. To pay the Council Monitoring Fee to the Council prior to the Commencement of the Development.
2. Not to Commence Development until the Council Monitoring Fee has been paid to the Council.

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 of:



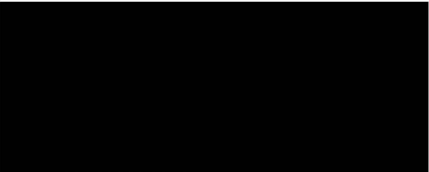
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8819

and this Deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by
REEPHAM CARE VILLAGE LIMITED
acting by a director
in the presence of:



Director

Witness Signature: [Redacted]
Name (Print): [Redacted]
Address: [Redacted]
Occupation: [Redacted]