

Dated 20 June 2025

Broadland District Council

-and-

Norfolk County Council

-and-

Norfolk Land Development Limited

- and –

Broadland Gate Land Limited

**DEED OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**  
relating to Land North East Of Winterton Way Postwick Norfolk

**nplaw**  
Public Sector Legal Expertise

THIS DEED is dated

20<sup>th</sup> day of June

2025

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL**, Horizon Business Centre, Peachman Way, Norwich NR7 0WF (referred to as "the Council")
- (2) **NORFOLK COUNTY COUNCIL**, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the County")
- (3) **NORFOLK LAND DEVELOPMENT LIMITED**, Company number 08901562, whose registered office is at The Old Hall The Street, Colton, Norwich, Norfolk, NR9 5DB (referred to as the "Developer")
- (4) **BROADLAND GATE LAND LIMITED**, Company number 10427256, whose registered office is at Peters Elworthy & Moore, Salisbury House, 2-3 Salisbury Villas, Cambridge CB1 2LA (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 County is a local planning authority and the local highway authority for the County of Norfolk.
- (C) The Developer has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (D) The Owner owns the freehold of the Site which is registered at the Land Registry under title number NK465121 and held free from encumbrances other than the matters referred to below.
- (E) The Developer, with an option to purchase the Site under a contract dated 24 May 2024 consents to this Deed, binding its interest in the Site to the obligations herein PROVIDED THAT the Developer assumes no liability nor is required to observe or perform the planning obligations of this Deed (Save for Clause 4.1) until taking possession of the Site. Upon possession, the Developer, as a successor in title to the Owner, acknowledges being bound by the provisions of this Deed, and section 106(3) of the Act.

## 1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Commencement	<p>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:</p> <ul style="list-style-type: none"><li>• site clearance</li><li>• demolition</li><li>• archaeological investigations</li><li>• ground surveys</li><li>• removal of contamination or other adverse ground conditions</li><li>• erection of temporary fences</li><li>• temporary display of site notices and/or advertisements</li></ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Building	A Building to be built on the Site as part in accordance with the Permission
Index Linked	<p>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 Schedule 1 the index being the Retail Price Index (All Items) published by</p>

	the Office for National Statistics (or if either of such indices 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: 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 Proposed 1,959m <sup>2</sup> food store and ancillary parking and Infrastructure and allocated reference number 2024/3282/F
Plan	The plan attached to this Deed and numbered 19584-2 THP-XX-XX-DR-A-100
Site	The land edged red and shaded grey on the Plan attached to this Deed and known as Land North East of Winterton Way Postwick Norfolk and registered at HM Land Registry under title number NK465121
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, 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 the County and relate to the Site.
- 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 and the County the successors to their respective statutory functions.
- 2.7. Representatives of the Council and County may enter the Site at any reasonable time and on reasonable notice to ascertain whether the terms of this Deed are being or have been complied with provided that:

2.7.1. they adhere to all reasonable health and safety requirements.

2.7.2. they do not enter any individual Building

### **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, 4, 5, 6, 7, 8, and 9 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 and the County for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2. The Council and the County 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 and or County'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).
- 5.4. The Council and or the County 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.
- 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 or the County and are recoverable by action by the Council and or the County; 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 and the County in respect of any payment made to the Council or the County by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and the County and will not be subject to return by the Council or County 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 and County under the terms of this Deed.
- 5.9. The Council and County may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or properly 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 (unless the breach occurred before he disposed of his interest).
- 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. On completion the Developer will pay the Council's and the County's reasonable legal costs in connection with this Deed.
- 6.4. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.5. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 6.6. No waiver, express or implied, by the Council or County 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 County from enforcing any of the provisions in this Deed.

- 6.7. If the Permission is quashed revoked or expires before Commencement then, save for clause 6.3, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.8. Subject to clause 6.9, 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.
- 6.9. 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 and or the County (acting in its absolute discretion).
- 6.10. This Deed is registrable as a local land charge.
- 6.11. 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.
- 6.12. An agreement, approval, consent or expression of satisfaction required by the Owner from the Council and or the County under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.13. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 6.14. Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council or the County in the exercise of any of their 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 and the County 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 and the County within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

## **9. JURISDICTION**

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

## **Schedule 1**

### **Biodiversity Net Gain**

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

"Biodiversity Gain Land Monitoring Contribution"	means the sum of £450 (four hundred and fifty pounds) Index Linked to be paid by the Owner to the Council be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with as required by conditions 15 and 16 of the Permission and approved by the Council.
"Biodiversity Gain Plan"	means the plan submitted to, and approved by the Council, to satisfy the development's biodiversity net gain requirements pursuant to Schedule 7A of the Act and any amendments to the Biodiversity Gain Plan from time to time must be Approved by the Council.
"Biodiversity Gain Land"	means the Land as specified in the approved Biodiversity Gain Plan.
"Biodiversity Gain Site Register"	means the statutory biodiversity gain site register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations.
"Completion Date"	means the date at which the works as specified in the approved Biodiversity Gain Plan have been completed to the reasonable satisfaction of the Council.

1. The Owner covenants with the Council as follows:
  - 1.1 The Owner covenants with the Council to pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 Working Days of the Commencement Date.

- 1.2 To register any Biodiversity Gain Land which is not within the Development Site boundary at any time but no later than 10 Working Days of approval of the Biodiversity Gain Plan by the Council.
  - 1.3 Not to use the Biodiversity Gain Land for uses that are not compatible with the creation and enhancement of habitats in accordance with the approved Biodiversity Gain Plan; and
  - 1.4 Not develop or otherwise interfere with the Biodiversity Gain Land other than in accordance with the Biodiversity Gain Plan unless otherwise agreed in writing with the Council
  - 1.5 To maintain the Biodiversity Gain Land in accordance with the Biodiversity Gain Plan for a period of not less than 30 years from the Completion Date
- 
2. Council's Covenants
  - 2.1 The Council covenants to use the Biodiversity Gain Land Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the Biodiversity Gain Plan.

## **Schedule 2**

### **Highways Contribution**

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

“Highway Contribution” means the sum of £36,540.00 (thirty-six thousand five hundred and forty pounds) Index Linked payable to the County in respect of off-site highways works which are required to mitigate the highways impacts of the Development

The Owner covenants with the Council and the County as follows:

1. to pay the Highway Contribution to the County prior to the Occupation of the Development.

The County covenants with the Owner as follows:

2. to hold the Highway Contribution paid to it under the provisions of this Deed in an interest-bearing account and used for the purpose for which it was paid (“the Approved Purpose”); and
3. any money paid to it under the provisions of this Deed which has not been used or committed by way of contract or otherwise for the Approved Purpose within 5 years from the date the Highway Contribution is received by the County, will be repaid to the party that paid the Financial Contribution, as shall remain uncommitted together with any interest accrued.

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:

Authorised Signatory:

[Redacted]  
Deputy Monitoring Officer  
[Redacted]



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

THE COMMON SEAL OF  
**NORFOLK COUNTY COUNCIL**  
was affixed hereto in the presence of:

[Redacted]  
.....

authorised to sign for and on behalf of the Director of Legal Services (nplaw) and Monitoring Officer and this deed has been duly and properly executed in accordance with the constitution of Norfolk County Council



EXECUTED AS A DEED by  
**NORFOLK LAND DEVELOPMENT LIMITED**  
in the presence of:

Director:

Director/Secretary

[Redacted]

EXECUTED AS A DEED by  
**BROADLAND GATE LAND**  
in the presence of:

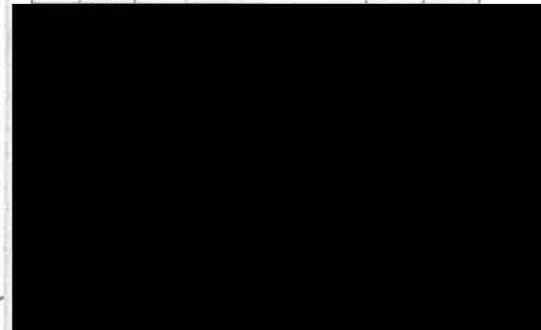
Director:

Director/Secretary:

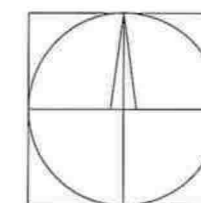
[Redacted]

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Rev	Date	Description	Drawn	Chkd
A	23.07.24	Boundary amended	CR	JMR



— Area of Adjacent Ownership



NORTH

0 12.5 25 37.5 50 62.5m  
SCALE 1:1250

THE  
**HARRIS**  
PARTNERSHIP

WAKEFIELD - T. 01924 291800  
231 John's North Wakefield, WF1 3GA  
MANCHESTER - T. 0161 2388555  
Canter Warehouse, 77 Dale Street, Manchester, M1 2HG  
MILTON KEYNES - T. 01908 211 577  
The Old Rectory, 79 High Street, Newport Pagnell MK16 6AB  
READING - T. 0118 950 7700  
101 London Road, Reading, RG1 5BY  
LONDON - T. 020 7409 1215  
10 Great Court, 51 Chiswick Place, London, W1U 1JZ

ARCHITECTS  
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Client

Norfolk Land Development Ltd

Project Title

Proposed Commercial Development  
Plot 3  
Broadland Gate  
Norwich  
NR13 5GH

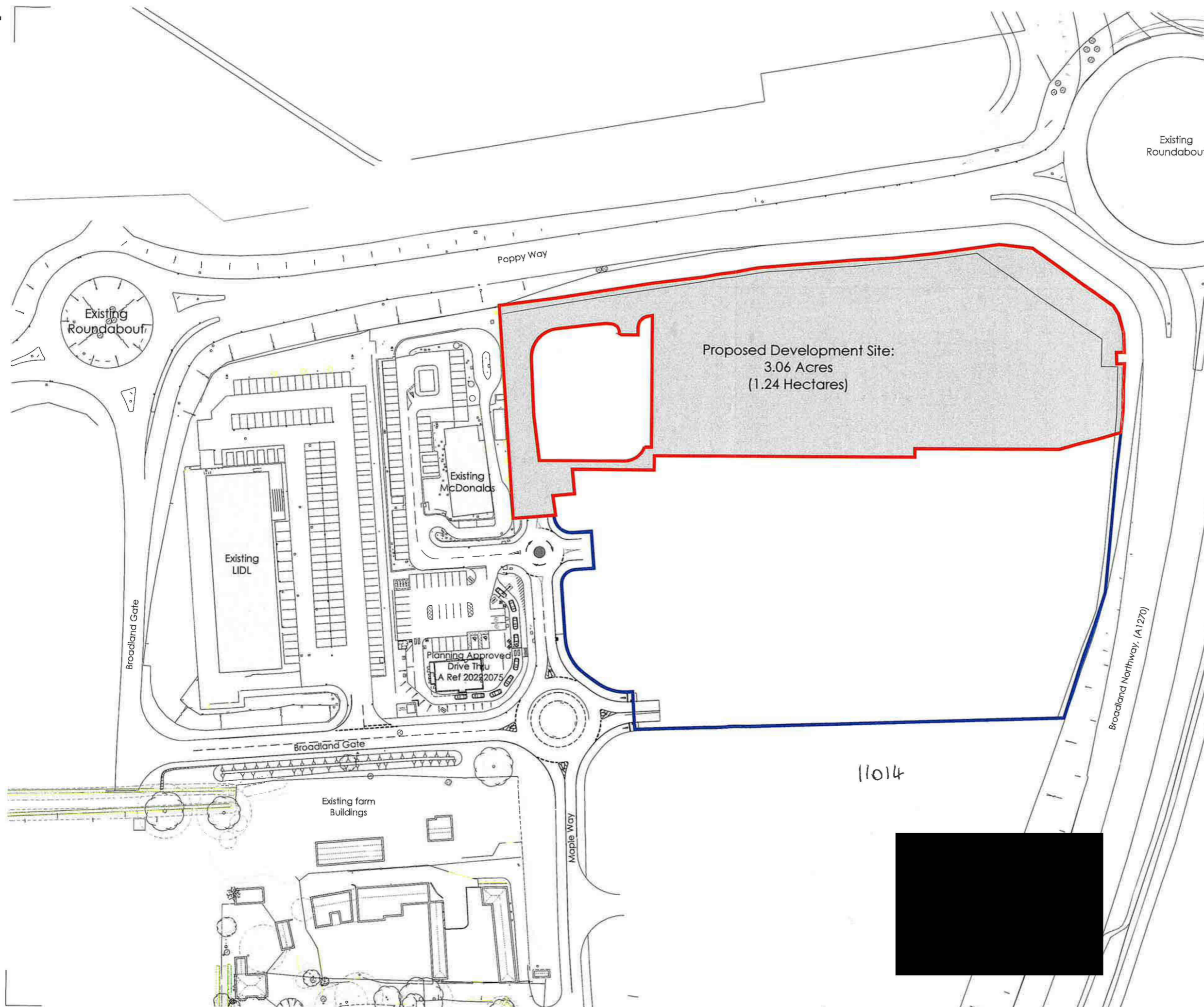
Drawing Title

Location Plan

Drawn	Checked	Scale @A3	BIM Status	Date
CR	OJC	1:1250	NA	07.24

Drawing Status	Rev.	THP Project No
PLANNING	C	19584-2

Project No.	Originator	Volume	Level	Type	Role	Number
19584-2	THP	XX	XX	DR	A	100



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