

**DATED** 18<sup>th</sup> November **2013**

BROADLAND DISTRICT COUNCIL

- and -

NORSE CARE LIMITED

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AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990

relating to the development of land  
at Aegel House, Burgh Road, Aylsham, Norfolk

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THIS AGREEMENT is made the 18<sup>th</sup> day of November 2013

BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR 7 0DU (the "Council")
2. NORSE CARE LIMITED (Company Registration No 7445484) whose Registered Office is Lancaster House, 16 Central Avenue, St Andrews Business Park, Norwich, Norfolk NR7 0HR (the "Owner")

WHEREAS:-

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated
- B. The Owner is the freehold owner of the Site
- C. The Council and the Owner have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement

## 1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	housing provided in accordance with the requirements of Schedule 1 to this Agreement which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market

"Affordable  
Housing Provider  
("AHP")

either:

- (i) a registered provider as defined by S.80 of the Housing and Regeneration Act 2008; or
- (ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by the Council for the provision and/or operation of affordable housing within the administrative area of the Council or has otherwise been approved by the Council for the purposes of this Agreement

"Affordable  
Housing  
Provision"

the provision of thirty three per cent (33%) of the total number of Dwellings to be erected in accordance with the Development on the Site, to be provided as Affordable Housing Units.

"Affordable  
Housing  
Scheme"

A scheme specifying:

The number of Affordable Housing Units to be constructed as part of the Development and (unless otherwise agreed by the Council in it's absolute discretion) in accordance with the Affordable Housing Provision;

The mix of Affordable Housing Tenures (reflecting the Council's latest strategic housing market assessment and having regard to specific local needs as determined and agreed by the Council) and which unless otherwise agreed by the Council shall be in accordance with the table set out at Schedule 3 to this Agreement entitled "Affordable Housing Mix/Tenure";

- the location of each of the Affordable Housing Units within the Development

- The timescale and programme for implementation of the

Affordable Housing Scheme and construction of the Affordable Housing Units;

- (In relation to the Affordable Rented Dwellings) the identity of the AHP;

- The type and size of the Affordable Housing Units;

And / or such other information and requirements as the Council may require in connection with the provision of Affordable Housing for the Site and to enable approval of the Affordable Housing Scheme

“Affordable Housing Tenure”

Means one or more of the following types of Affordable Housing:

a) Dwellings to be let by an AHP not subject to the national rent regime but subject to other rent controls that limit the rent to no more than Eligible Persons can afford having regard to local incomes and rental levels and in any event at no more than 80 per cent of local market rents including any service charges as approved by the Council (hereinafter referred to as “Affordable Rented Dwellings”)

b) Discounted Market Dwellings

and “Affordable Housing Tenures” shall be construed accordingly

“Affordable Housing Units”

Means the Dwellings to be constructed on the Site as part of the Development as Affordable Housing such units to be built to the current HCA Standards as specified by the Homes and Communities Agency or its successor and the Code or such other construction standards as the Council may determine, falling within one or more of the Affordable Housing Tenures as determined and agreed by the Council

"Application"	the application for outline planning permission dated 24 <sup>th</sup> May 2013 and validated on 28 <sup>th</sup> May 2013 and bearing reference number 20130715 for the development of the Site by the demolition of an existing Care Home and the erection of 22 residential dwellings and associated works
"Code"	the "Code for Sustainable Homes" level 3 published by the Department for Communities and Local Government dated December 2006
"Commencement of Development"	the date on which any Material Operation forming part of the Development begins to be carried out and "Commence Development" shall be construed accordingly
"Development"	the development of the Site permitted by the Planning Permission
"Director"	the Council's Chief Executive or other officers of the Council acting under his hand
"Discounted Market Dwellings"	Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme as Dwellings for sale at a price which is 20% (twenty percent) less than the Open Market Value of such unit, unless the Council agrees that a lower percentage deduction may be applied to such price taking into consideration inter alia housing prices in the vicinity and the viability of the Development
"Discounted Market Sale Restriction"	the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Dwelling in the following terms (subject to any amendments thereto required by the Land Registry between the parties hereto):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponor or the disponee that the provision of paragraph 4 of Schedule 1 (B) of an Agreement dated November 2013 containing planning obligations relating to land at Aegel House Burgh Road Aylsham Norfolk between Broadland District Council (1) and Norse Care Limited (2) have been complied with"

"Dwelling"	any unit of residential occupation (including an Affordable Housing Unit) being a self-contained house maisonette bungalow or flat constructed as part of the Development and "Dwellings" shall be construed accordingly
"Eligible Person"	A person or person (1) on the housing waiting list maintained by the Council or (2) who is otherwise in need of separate or alternative accommodation and unable to rent or buy housing generally available in the open market with regard to local incomes and the level of local housing rents and prices
"HCA Standards"	the "Housing Quality Indicators" and "Design & Quality Standards" specified by the Homes and Communities Agency
"Inflation"	the increase (if any) in the Department for Business

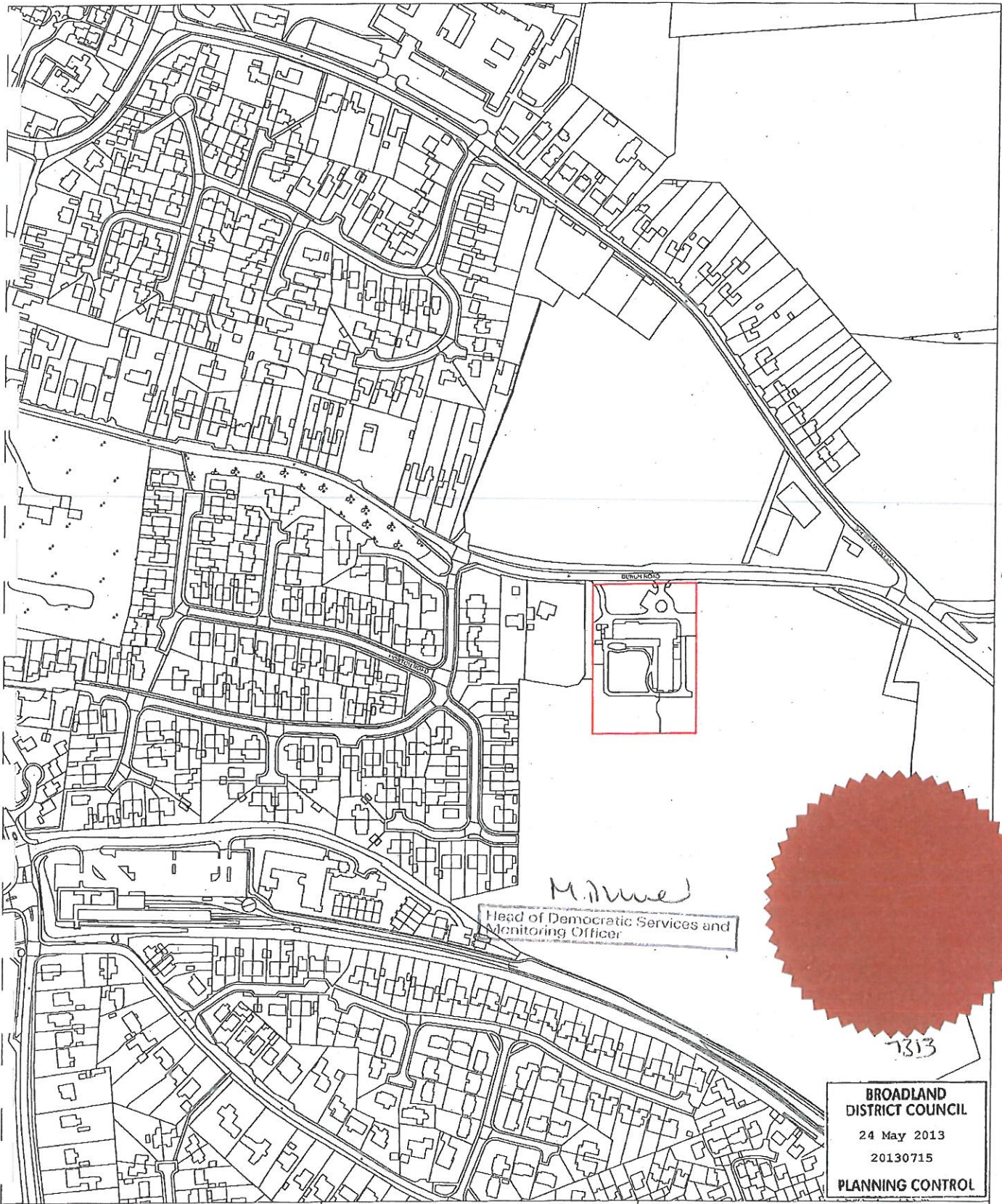


Provision"	Innovation and Skills (BIS) Output Price Index for Public Works: All Public Works between September 2006 and the date upon which a payment of the Play Area Contribution is made pursuant to this Agreement
"Local Lettings Policy"	the order in which the Affordable Housing Units are to be allocated and which is set out under the title "Local Lettings Policy for land at "Aegel House, Aylsham" at Schedule 2 to this Agreement as amended from time to time
"Material Operation"	<p>a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"> <li>(a) site clearance</li> <li>(b) demolition of existing buildings</li> <li>(c) archaeological investigation</li> <li>(d) assessment of contamination</li> <li>(e) remedial action in respect of contamination</li> <li>(f) the erection of fences or other means of enclosure for site security</li> <li>(g) the diversion and laying of services</li> <li>(h) the erection of a site compound or site office or temporary buildings or structures</li> </ul>
"Occupation"	occupation of a building as a Dwelling Unit (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and "Occupy" and "Occupied" shall be construed accordingly
"Open Market Dwelling"	a Dwelling other than Affordable Housing Units
"Open Market	the best price at which the sale of an interest in an Open

Value"	Market Dwelling would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this Agreement are disregarded (iii) there has been a reasonable period to completion within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) both the buyer and the seller acted knowledgeably prudently and without compulsion
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the outline planning permission to be granted pursuant to the Application
"Play Area Contribution"	A sum calculated by reference to and in accordance with the formula set out at Part 1 of Schedule 4 subject to the Inflation Provision
"Practical Completion"	The issue of a certificate of practical completion by or on behalf of the Owner and Practically Complete shall be construed accordingly
"Public Subsidy"	Grant funding provided by the Council or the Homes and Communities Agency or any successor body for the provision of the Affordable Housing
"Site"	the land at Burgh Road, Aylsham, Norfolk which is shown for the purposes of identification only edged red on the Plan
"Target Rent"	The rent for Social Rented Dwellings as determined by the national rent regime published by the Homes and Communities Agency or any subsequent replacement for the national rent regime or where there is no such replacement at a rent determined by the Council

1.2 In this Agreement unless the context otherwise requires:





M. Dave  
Head of Democratic Services and  
Monitoring Officer

**BROADLAND  
DISTRICT COUNCIL**  
24 May 2013  
20130715  
**PLANNING CONTROL**



REV	DATE	DESCRIPTION
Address. Residential Development, Former HFE (Angel House), Burch Road, Aylsham		
Title. Location Plan		
Plan No. 01-01-13-2-1310 (01)		
Scale 1:2500 @ A3		
Date: May 2013	DRAWN BY: MP	CHECKED BY: JG

**NPS Property Consultants LTD**

- ☒ NORWICH LANCASTER HOUSE TEL: 01603 706000 FAX: 01603 705301
- ☒ NORWICH COUNTY HALL TEL: 01603 222413 FAX: 01603 222719
- ☐ LONG STRATTON TEL: 01508 936400 FAX: 01508 535110
- ☐ AYLSHAM TEL: 01263 739200 FAX: 01263 731732
- ☐ KING'S LYNN TEL: 01553 778240 FAX: 01553 778241

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- a) references to any party shall include the successors in title and assigns of that party
- b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally
- c) references to clauses and schedules are references to clauses in and schedules to this Agreement
- d) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- e) headings in this Agreement shall not form part of or affect its construction

## 2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The covenants, restrictions, requirements and obligations arising hereunder are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Owner and its respective successors in title and assigns
- 2.3 The provisions of this Agreement are conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 6 and 9 which shall come into effect immediately upon completion of this Agreement
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.5 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges
- 2.6 In the event that this Agreement comes to an end the Council if so requested by the Owner will execute a deed of release (or partial release) from the



relevant provisions of this Agreement and procure that a note thereof shall be registered on the Council's Register of Local Land Charges

### 3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

#### 3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its function as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Agreement

#### 3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

#### 3.3 No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

#### 3.4 No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting with such person's interest in the Site or any part thereof in respect of which any such breach has taken place

#### 4. Notices

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	Thorpe Lodge 1, Yarmouth Road, Thorpe St Andrew Norwich, NR7 0DU
The Owner	Lancaster House, 16 Central Avenue St Andrews Business Park Norwich, Norfolk NR7 0HR

- 4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or by a duly authorised officer

#### 5. Third parties

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

#### 6. Costs

- 6.1 The Owner shall on completion of this Agreement pay the Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

#### 7. Payment of Interest



- 7.1 The Owner shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received
8. VAT
- 8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable
- 8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly
9. Jurisdiction
- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales
10. Title Warranty
- 10.1 The Owner hereby warrants to the Council that it is the freehold owner of the Site and has full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Council's Director prior to the date hereof
11. Disputes
- 11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 11.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution

("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

- 11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 11.4 Nothing in Clauses 11.1 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## 12. Covenants and Agreements

- 12.1 The Owner hereby covenants with the Council to carry out and comply with the obligations restrictions and agreements on its part set out in this Agreement and set out in Schedule 1 and Parts 1 and 2 of Schedule 4 hereto which are expressed to be given to or to be for the benefit of the Council
- 12.2 The Council hereby covenants with the Owner to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Part 3 of Schedule 4 hereto.
- 12.3 The Parties agree to utilise and abide by the formula set out at Part 1 of Schedule 4 hereto for the purposes of calculating the Play Area Contribution

## 13. Owners Indemnity

- 13.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Agreement are hereby waived

## 14. Issue of Approvals

- 14.1 Where any approval, consent, agreement or the like is required to be given by the Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed

15. Statutory Undertakers Consent

- 15.1 the obligations and restrictions in this Agreement shall not be enforceable against any statutory undertaker which acquires any part of the Site for the purposes of its statutory undertaking or function

16. Notification

- 16.1 The Owner agrees to notify the Council of the reaching of any of the occupation or completion thresholds relating to obligations contained in this Agreement such notification to be given within 14 days of reaching such threshold

EXECUTED by the parties hereto as a deed on the date written above

## **SCHEDULE 1**

### **Affordable Housing**

The Owner hereby covenants with the Council as follows:

- A. In relation to the Affordable Rented Dwellings
1. Not to Commence or allow Commencement of the Development unless and until the Affordable Housing Scheme has been submitted to the Council and has been approved by Council in writing ("the Approved Affordable Housing Scheme")
  2. Not to Occupy or allow Occupation of the first Open Market Dwelling unless and until an exchanged unconditional contract for the sale of the Affordable Rented Dwellings to an AHP has been supplied to the Council
  3. Not to construct or procure the construction of the Affordable Rented Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein (including for the avoidance of any doubt the Affordable Housing Mix/Tenure set out at Schedule 3 hereto) and to HCA Standards and in accordance with the Code.
  4. Not to Occupy or allow Occupation of more than 30% of the Open Market Dwellings unless and until all of the Affordable Rented Dwellings provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved AHP in accordance with and subject to the following:
    - a) any transfer shall be for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed or to enable Affordable Rented Dwellings to be let at no more than Target Rents and to enable Affordable Rented Dwellings to be let at a cost low enough for Eligible Persons to afford.

- b) the transfer shall contain terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- 5 Not to use or allow the Affordable Rented Dwellings to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme other than:
- 5.1 by a person acquiring an interest in an Affordable Rented Dwelling under a statutory right to buy or acquiring the said Affordable Housing Unit pursuant to the Housing Act 1996 or any other statutory provision for the time being in force in respect of a particular Affordable Rented Dwelling;
  - 5.2 by a mortgagee exercising its power of sale in respect of the Affordable Rented Dwellings or any part thereof or any receiver or administrator of that mortgagee ("Affordable Housing Mortgagee") PROVIDED THAT it has first complied with the following:
    - a) the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008 and provided copies of all notices served and any proposals received together with updates as to progress
    - d) given the Council the option to purchase the relevant Affordable Rented Dwellings or nominate another AHP to purchase the relevant Affordable Rented Dwellings for a period commencing on the date that the Affordable Housing Mortgagee gives the Council notice ("the Mortgagee Notice") and ending on the later of two calendar months after the date of the Mortgagee Notice or the end of the Moratorium Period (as defined and arising under either Section 145 or 147 of the Housing and Regeneration Act 2008) and the Council (or its nominated AHP) shall be entitled to complete the purchase of the Affordable Rented Dwellings at



any time up to one calendar month after expiry of the Moratorium Period.

- c) or, in the event of any statutory amendment resulting in the removal or lapse of the relevant provisions contained in the Housing and Regeneration Act 2008 and without alternative provision to instead comply with the reasonable directions of the Council in relation to the disposal by giving not less than three months prior notice to the Council of any intention to dispose of any of the Affordable Rented Dwellings and if the Council responds by written notice within three months from receipt of the Affordable Housing Mortgagees notice setting out arrangements for the transfer of the Affordable Rented Dwellings so as to maintain them as Affordable Housing then the Affordable Housing Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer but if the Council does not serve its response notice within the said three months or if having used its best endeavours the Affordable Housing Mortgagee shall not have effected the transfer envisaged in the Council's response notice within 12 months of that notice then the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Rented Dwellings free of the restrictions set out in this Deed

- 6 That the Affordable Rented Dwellings shall not be Occupied other than by Eligible Persons
- 7 That 33% (thirty three per cent) of the Affordable Rented Dwellings will be let in accordance with the Local Lettings Policy .
- 8 That it will use reasonable endeavours to recycle any recyclable grant or proceeds from the disposal of the Affordable Rented Dwellings in line with the requirements of the Homes and Communities Agency's Capital Funding Guide and that by no later than 10 years from the Date hereof these sums

will be reinvested within the administrative area of the Council.

B. In relation to the Discounted Market Dwellings

1. Not to Commence or allow Commencement of the Development unless and until the Affordable Housing Scheme has been submitted to the Council and has been approved by Council in writing ("the Approved Affordable Housing Scheme")
2. Not to construct or procure the construction of the Discounted Market Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein (including for the avoidance of any doubt the Affordable Housing Mix/Tenure set out at Schedule 3 hereto)
3. Not to Occupy or allow Occupation of more than 70% of the Open Market Dwellings unless and until all of the Discounted Market Dwellings provided under the Approved Affordable Housing Scheme are Practically Complete
4. To ensure that on first transfer or lease of a Discounted Market Dwelling the Discounted Market Sale Restriction is entered in the Land Register applicable to that Discounted Market Dwelling and to require further by way of covenant that in any subsequent transfer or lease that the purchaser or lessee shall covenant not dispose of its interest in the freehold or leasehold of the Discounted Market Dwelling or any part thereof (except by way of mortgage) other than in accordance with the terms of the Discounted Market Sale Restriction
5. Not to dispose of each or any Discounted Market Dwelling for a price exceeding eighty per cent (80%) of the Open Market Value ("the Discounted Price") specified in the Owners Notice or determined by the independent Surveyor in accordance with paragraph 7 below if appropriate

6. Before disposing of any of the Discounted Market Dwellings the Owner will give not less than eight weeks notice in writing ("the Owners Notice") of its intention to dispose of that Discounted Market Dwelling to the Council stating the price calculated in accordance with paragraph 5 above at which it is intended to dispose of that Dwelling Unit
7. If within ten working days of receipt of the Owners Notice the Council give notice in writing to the Owner that it considers that the price at which that Discounted Market Dwelling is proposed to be offered by the Owner exceeds 80 % of the Open Market Value then at the election of either party the matter may be referred to an independent Surveyor for determination in accordance with the provisions of paragraph 13 below
8. If the Council introduce to the Owner a potential buyer which in their opinion is in housing need and who is willing and able to proceed to purchase any of the Discounted Market Dwellings ("the Buyer") the Owner will give the Buyer the opportunity of purchasing that Discounted Market Dwelling at the Discounted Price and the Owner will make no further attempt to market that Discounted Market Dwelling until the expiry of eight weeks from the Owners Notice
9. If no Buyer is introduced by the Council to the Owner within eight weeks of the Owners Notice then the Owner shall be entitled to dispose of that Discounted Market Dwelling at the Discounted Price in accordance with the priority basis set out at sub paragraphs 1.2 – 1.10 of the Local Lettings Policy
10. If no Buyer is found within sixteen weeks of the Owners Notice falling within paragraphs 8 and 9 above then the Owner shall be entitled to dispose of that Discounted Market Dwelling at the Discounted Price to people living in the Administrative area of Broadland
11. If no Buyer is found within twenty weeks of the Owners Notice falling within either paragraphs 8, 9 and 10 above the Owner shall be entitled to dispose of that Discounted Market Dwelling to whomsoever it wishes but at the



## DiscountedPrice

- 12 If at any time during the periods set out in paragraphs 8, 9 and 10 above a prospective Buyer is introduced to the Owner by the Council and falls within the criteria set out in the aforementioned paragraphs and at the time no buyer has been found for that Discounted Market Dwelling priority shall be given to the person introduced by the Council
- 13 At the election of either party in accordance with paragraph 3 the Open Market Value of the Discounted Market Dwellings shall be determined by an independent Chartered Surveyor of no less than ten years standing having experience of residential property in Broadland ("the Independent Chartered Surveyor") and upon his/her appointment he/she shall notify both parties of his/her agreement to act and allow to them ten working days to make representations as to their opinion on the Open Market Value of the Discounted Market Dwellings
- 14 Within ten working days of the expiry of the period for the parties to make representations the independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Discounted Market Dwellings which shall be binding upon the parties save in the case of manifesterror
- 15 The costs of the Independent Chartered Surveyor shall be borne as follows:
  - 15.1 if the Independent Chartered Surveyor finds for the Owner then his costs shall be met by the Council
  - 15.2 if the Independent Chartered Surveyor finds for the Council then his costs shall be met by the Owner
  - 15.3 in any other circumstance the Independent Chartered Surveyor shall order that his costs be borne by either party or between the parties

whether in equal proportions or otherwise as he shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) must bear such ordered costs

- 16 If either party shall object to the Independent Chartered Surveyor appointed or the Independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the Discounted Market Dwellings within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her appointment the provisions of paragraphs 13, 14 and 15 above shall apply to the Independent Chartered Surveyor so appointed

- 17 Provided that:

17.1 if a Buyer is introduced by the Council or is found by the Owner and agreed with the Council to satisfy the conditions set out in paragraph 8 above and such Buyer does not proceed to exchange Contracts for the purchase of any of the Discounted Market Dwellings at the Discounted Price within seven weeks of a draft Contract being submitted by the Owner's Solicitors to the Buyers or their legal representatives the Owner shall be deemed to have discharged his obligations under paragraph 8 above and be free to dispose of that Dwelling Unit to a buyer falling within either paragraph 9, 10 and 11 above provided always that that Discounted Market Dwelling shall be marketed in accordance with the time periods set out in paragraph 9, 10 and 11 above (as the case may be) and priority shall be given to a buyer satisfying an earlier rather than a later paragraph

17.2 the premises of this Agreement shall not apply to

- (1) a disposal by way of gift of any of the Discounted Market



## Dwellings

- (2) the transmission of the Discounted Market Dwellings or an interest therein arising on the death or incapacity of the owner
- (3) a transfer of an interest in the Discounted Market Dwellings between joint owners
- (4) a transfer of the Discounted Market Dwellings or an interest in the Discounted Market Dwellings pursuant to an Order of the Court

## **SCHEDULE 2**

### **Local Lettings Policy for Land at Aegel House, Aylsham**

1. Allocations will be made to applicants on the Common Housing Register managed and maintained by Broadland District Council on the following priority basis:
  - 1.2 Residents of Aylsham who have lived in the Parish for a total of at least 3 of the last 10 years.
  - 1.3 Former residents of Aylsham who have had their main home in the Parish for 3 of the last 10 years.
  - 1.4 Households who need to move to the parish of Aylsham to give/receive support from family/relatives.
  - 1.5 Residents of the adjacent parishes of Burgh and Tuttington, Brampton, Marsham, Cawston, Oulton, Blickling who have lived in these parishes for the last three years.
  - 1.6 People working in the parish of Aylsham who have done so for a year or more.
  - 1.7 Residents of Aylsham who have lived in the parish for less than three years.
  - 1.8 Residents of the adjacent parishes of Burgh and Tuttington, Brampton, Marsham, Cawston, Oulton, Blickling who have lived in these parishes for less than 3 years.
  - 1.9 Residents of the adjacent parishes of Buxton with Lamas, Hevingham, Brandiston, Booton, Salle, Heydon who have lived in these parishes for the last three years.
  - 1.10 Residents of the adjacent parishes of Buxton with Lamas, Hevingham, Brandiston, Booton, Salle, Heydon who have lived in these parishes for less than 3 years.

1.11 Residents of Broadland District

1.12 Any other person

2. Administrative Procedure for Nominations

2.1 To grant to the Council nomination rights to 100% of the Affordable Housing Units.

2.2 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy, as amended from time to time, or in accordance with alternative procedures as the Council and the Owner shall agree between them.

### SCHEDULE 3

Affordable Housing Mix/Tenure :		
Property Type	Affordable Housing Mix as follows:	Tenure
1-Bedroom 2-Person Dwelling (Flat, House or Bungalow)	43%	Affordable Rent
2-Bedroom 4-Person Bungalow or House	29%	Affordable Rent
4-Bedroom 8-Person House	14%	Affordable Rent
3-Bedroom 5 Person House	14%	Discounted Market Dwelling

**SCHEDULE 4**  
**Play Area Contribution**

**Part 1**

It is hereby agreed between the parties that the formula to be used for the calculation of the Play Area Contribution shall be as follows:

For each 1 bedroom Dwelling to be built as part of the Development	£611
For each 2 bedroom Dwelling to be built as part of the Development	£815
For each 3 bedroom Dwelling to be built as part of the Development	£1,018
For each 4 bedroom Dwelling to be built as part of the Development	£1,222
For each 5 or more bedroom Dwelling to be built as part of the Development	£1,426

**Part 2**

The Owner hereby covenants with the Council as follows:

1. To pay the Play Area Contribution (as adjusted by the Inflation provision) prior to the Occupation of any Dwelling on the Site.
2. Not to Occupy or allow Occupation of any Dwelling on the Site until the Play Area Contribution has been paid to the Council.

**Part 3**

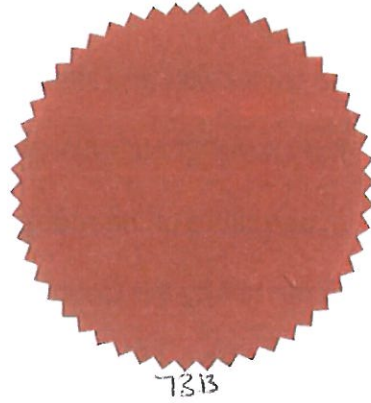
The Council hereby covenants with the Owner as follows:

1. Upon receipt to pay the Play Area Contribution into an interest bearing account.
2. Not to use the Play Area Contribution (and any interest accrued) for any purpose other than for the provision or improvement of play facilities within the recreation ground adjacent to the Site



3. To repay with any interest accrued to the Owner such amount of the Play Area Contribution which has not been committed (by way of expenditure of the monies or by way of contract) within five years of the date of receipt by the Council of such payment or where payments are made in instalments within five years of receipt of the final instalment.
4. The Council shall within 28 days of written request provide to the Owner details of the expenditure of the Play Area Contribution.

THE COMMON SEAL of )  
BROADLAND DISTRICT COUNCIL )  
was hereunto affixed )  
in the presence of )



*M. M. M. M.*  
*Deputy*  
Head of Corporate Services  
and Monitoring Officer

*Executed*  
~~SEALED~~ as a DEED by )  
NORSE CARE LIMITED )  
~~in the presence of:~~ )  
*acting by*  
*Karen Gust*  
Director

*H. H. H. H.*  
Director/Secretary