

Dated 11th February 2015

BROADLAND DISTRICT COUNCIL

- AND -

M A PROPERTY (NORFOLK) LIMITED

-AND-

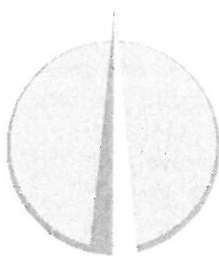
HAINFORD PARISH COUNCIL

-AND-

SAFFRON HOUSING TRUST LIMITED

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

relating to the development of land at
Stratton Road
Hainford
Norfolk



SPIRE
SOLICITORS^{LP}

Telephone (01603) 677077

36-40 Prince of Wales Road
Norwich NR1 1HZ
Fax (01603) 610700
DX No 5217 Norwich

THIS DEED is made the 11th day of February 2015

BETWEEN:

1. **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council") and
2. **M A PROPERTY (NORFOLK) LIMITED** incorporated and registered in England and Wales with company number 07851018 whose registered office is at Lakeside Roman Drive Brundall Norfolk NR13 5LU ("the Owner") and
3. **HAINFORD PARISH COUNCIL** of Oak House, 8 The Turn, Hevingham, Norfolk, NR10 5QP ("the Parish Council") and
4. **SAFFRON HOUSING TRUST LIMITED** (registered society number 32427R) whose registered office is at Saffron Barn Swan Lane Long Stratton Norfolk NR15 2XP ("the Applicant")

1. INTERPRETATION AND DEFINITIONS

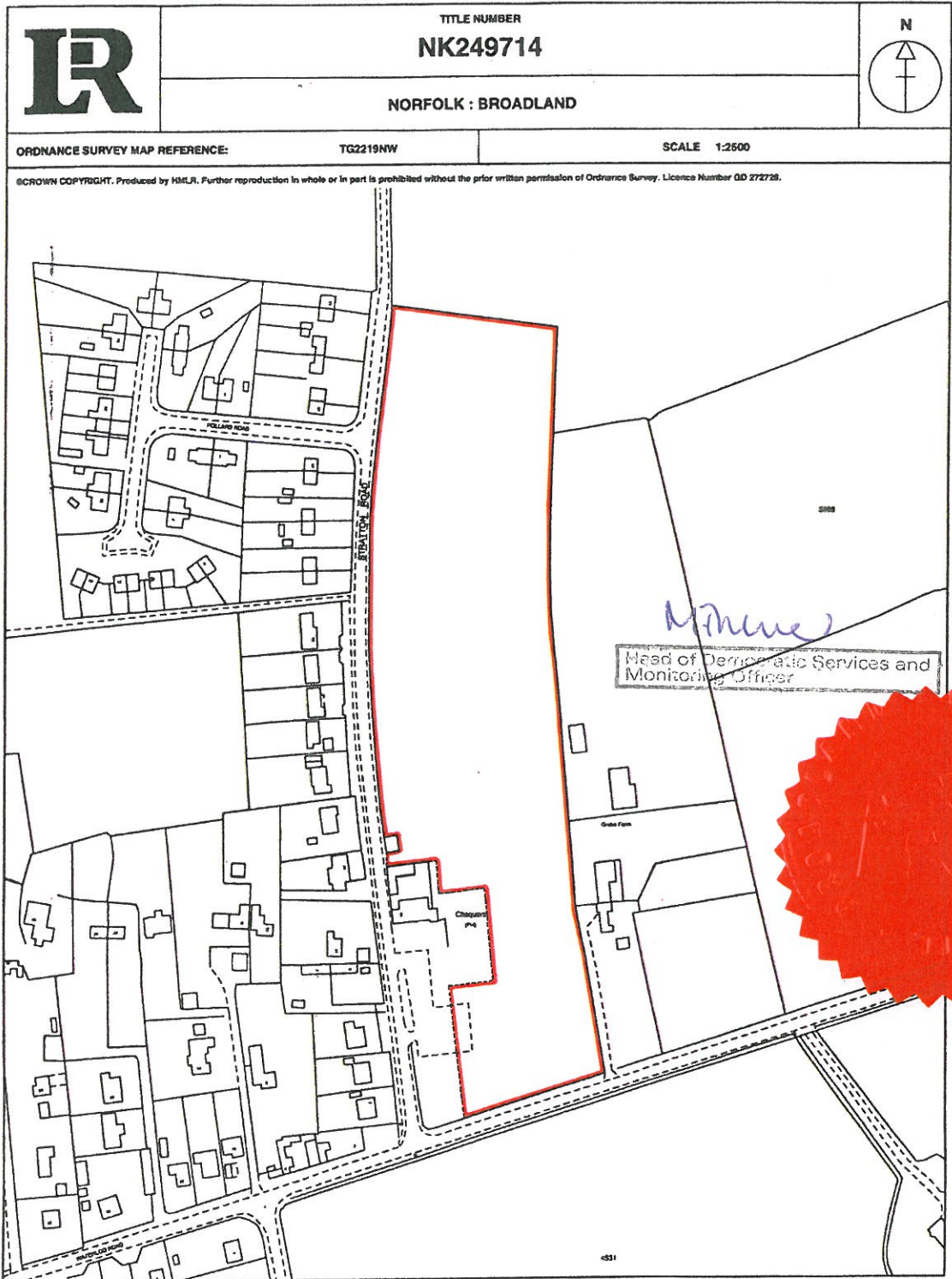
- 1.1 In this Deed unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	housing which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market to be owned and/or managed by or on behalf of an AHP
"Affordable Housing Units"	Dwellings to be provided as Affordable Housing in accordance with Schedule 1 Part 4 and consisting of the Affordable Rental Units and the Shared Equity Units and "Affordable Housing Unit" shall be construed accordingly
"Affordable Rental Units"	4 Affordable Housing Units to be constructed or provided as part of the Development and to be let for a rent by or on behalf of an AHP such rent not to exceed 80% of the open market rental value (including service charges, where applicable) as approved by the Council
"AHP" (Affordable Housing Provider)	(i) a registered provider as defined by Section 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 Broadland or has otherwise been approved by the Council for the purposes of this Deed
"Application"	the application for planning permission validated on 25 February 2014 for the construction of 14 Dwellings on the Site and associated works under reference number 20140329
"Commencement Date"	the initiation of the Development by the carrying out on the Site of a material operation within the meaning of

	Section 56(4) of the Act (but not including operations relating to clearance of the Site, archaeological investigations or investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure or the temporary display of site notices or advertisements) and "Commence" shall be interpreted in accordance with this definition
"Design & Quality Standards"	the Design and Quality Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as the Council may determine
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Chief Executive or other officers of the Council acting under his hand
"Dwelling"	any residential dwelling (comprising a bungalow, flat, maisonette or house) constructed on the Site pursuant to the Planning Permission as part of the Development and "Dwellings" shall be construed accordingly
"First Stage"	construction of any Open Market Unit above damp proof course level
"Inflation Provision"	the increase or decrease (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction between 2006 and the date upon which a payment of the Parish Council Land Maintenance Contribution is made pursuant to this Deed
"Local Lettings Policy"	the policy of the Council which stipulates the order in which the Affordable Rental Units are to be allocated as set out under the title "Local Lettings Policy" at Schedule 2 to this Deed as amended from time to time
"Net Proceeds"	following (a) the initial sale of the Affordable Rental Units by the Owner to an AHP and (b) the initial grant of the Shared Ownership Leases of the Shared Equity Units, means any proceeds realised from any subsequent sale (including the final 25% staircasing under a Shared Ownership Lease) of any Affordable Housing Unit less repayment of any monies required under a statutory obligation or under the provision of any other charge on the Site
"Occupation"	occupation of a Dwelling for the purposes permitted by the Planning Permission excluding occupation for the purposes of construction, internal and external refurbishment, decoration, fitting-out, marketing or any other activity preparatory to the use of the Site for the purposes permitted by the Planning Permission and the words "Occupy and Occupied" shall be construed accordingly
"Open Market Units"	those of the Dwellings that are not Affordable Housing Units

"Parish Council Land"	that part of the Site shown edged red on Plan 2 (and for the avoidance of doubt all other colourings on Plan 2 shall be disregarded for the purpose of this deed)
"Parish Council Land Maintenance Contribution"	the sum of Twenty two thousand pounds (£22,000) as increased or decreased by the Inflation Provision
"Plan 1"	the plan annexed to this Deed and numbered 1
"Plan 2"	the plan annexed to this Deed and numbered 2
"Planning Obligations"	the planning obligations set out in clause 13 of this Deed
"Planning Permission"	the planning permission to be granted pursuant to the Application
"Public Open Space"	not less than 1,600 sq.m. of the Parish Council Land (unless otherwise agreed with the Council and Parish Council) the precise location of which is to be determined in accordance with clause 13.3 of this Deed
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1975, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or where such persons have been exhausted, any person as nominated by the Council on the Broadland Housing Register that the AHP owning or managing the Affordable Housing Units is entitled to house within its rules.
"Shared Equity Units"	4 Affordable Housing Units to be constructed or provided as part of the Development each to be sold either by an AHP or by the Owner on a Shared Ownership Lease provided that where they are sold by the Owner the Owner shall simultaneously with the grant of the Shared Ownership Lease transfer the freehold reversion to an AHP for £1.00
"Shared Ownership Lease"	a shared ownership lease granted by either an AHP or the Owner in the appropriate form of the model shared ownership lease published from time to time by the Homes and Communities Agency or its successor body under which the first purchaser purchases an initial 75% share in the Shared Equity Unit, pays a rent not exceeding £250 per annum on the remaining 25% equity share and has the right to purchase the remaining 25% share in one further tranche
"Site"	the land on the east side of Stratton Road Hainford Norfolk shown for the purposes of identification only edged red on Plan 1.
"First Trigger Date"	the date on which 50% of the Affordable Housing Units have been constructed to at least damp proof course level

PLAN 1



Handwritten signatures and initials:
K. M.
K. M.
K. M.



1349





1349

W. Coates
D. Bullock
R.M.

Grebe Farm

PLAN 2



- KEY
- PARISH GIFTED LAND
 - SPUR ROAD
 - COMMON LANDSCAPED AREA

OLD CHURCH ROAD

Chequers (PH)

Ppg Sta

STRATTON ROAD

POLLARD ROAD

WATERLOO ROAD

Meadowcroft

Head of Domestic Services and
Monitoring Officer

M. Mues

REV. DATE	DESCRIPTION	OWNER	CHECKED BY
Revisions			

LEGAL

EARL
Chaplin Property Limited
51 Vauxhall Road
Norfolk
Tel: 01493 700000
Fax: 01493 700001
www.chaplinproperty.co.uk

Identification Plan

4613

70

QC 14 1:1250

1439

1439

"Second Trigger Date"	the date on which both (i) 50% of the Affordable Housing Units have been completed and are fit for Occupation and (ii) the Parish Council Land Maintenance Contribution has been paid to the Parish Council
"Third Trigger Date"	the date on which all the Affordable Housing Units have been completed and are all fit for Occupation

1.2 In this Deed unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Deed
- (iii) any mention in this Deed 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
- (iv) headings in this Deed shall not form part of or affect its construction
- (v) a covenant not to do something includes a covenant not to permit or suffer that thing to be done

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 (and other land) registered at the Land Registry under title number NK249714
- C. The Parish Council is the Parish Council for the parish of Hainford in which the Site is situated and has agreed to be a party to this Deed in respect of the obligations relating to Public Open Space
- D. The Applicant has with the consent of the Owner submitted the Application
- E. The Council has resolved to approve the application and grant the Planning Permission subject to completion of this Deed

2. GENERAL PROVISIONS APPLICABLE TO THIS DEED

- 2.1 This Deed is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owner and the Applicant hereunder are planning obligations for the provisions of the Act and are enforceable by the Council against the Owner and its successors in title and assigns
- 2.3 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after they have parted with the interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting

breach which occurs prior to parting with such interest in the Site or any part thereof in respect of which any such breach has taken place

- 2.4 The provisions of this Deed shall have immediate effect upon completion of this Deed with the exception of the Planning Obligations which shall not come into effect until both the grant of the Planning Permission and the Commencement Date
- 2.5 This Deed shall cease to have effect if
 - 2.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn; or
 - 2.5.2 the Planning Permission shall expire prior to the Commencement Date
- 2.6 This Deed shall be registered as a charge in the Council's Register of Local Land Charges
- 2.7 In the event that this Deed comes to an end the Council if so requested by the Owner and the Applicant will execute a deed of release (or partial release) from the relevant provisions of this Deed and procure that a note thereof shall be registered on the Council's Register of Local Land Charges
- 2.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any renewal thereof or any reserved matters approval with respect thereto) granted after the date of this Deed in respect of which development this Deed will not apply
- 2.9 The Owner shall not be liable for any breach of the terms of this Deed which occurs after it has disposed of all of its title and interest in the Site provided that the reservation of any rights or the imposition of covenants or restrictions or the taking of any security over the Site shall not constitute any title or interest for the purposes of this clause.
- 2.10 Any mortgagee of the Site shall not be liable for any breach of the terms of this Deed unless it has entered the Site as mortgagee in possession and committed the relevant breach itself PROVIDED THAT any mortgagee of the Site shall not in any event be liable for any breach of the terms of this Deed arising prior to it becoming mortgagee in possession of the Site regardless of whether or not such pre-existing breach shall continue for any period during which the mortgagee is mortgagee in possession of the Site and any mortgagee shall not be liable for any breach of this deed after it has disposed of its interest in the Site

3. DEEDS 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 Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its functions 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 were not a party to this Deed

3.2 Invalidity or Unenforceability of any of the Terms of this Deed

If any provision in this Deed 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 or the Applicant in performing or observing any of the covenants in this Deed 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

4. **NOTICES**

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

The Council	The Director Broadland District Council Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
The Owner	MA Property (Norfolk) Limited Lakeside Roman Drive Brundall Norfolk NR13 5LU
The Parish Council	Howes Percival LLP The Guildyard 51 Colegate Norwich NR3 1DD (Ref: JZM/220763.4)
The Applicant	Head of Development Saffron Housing Trust Limited Saffron Barn Swan Lane Long Stratton Norfolk NR15 2XP

- 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 by a duly authorised officer

5. **THIRD PARTIES**

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (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 Deed pursuant to the provisions of the said Act

6. **COSTS**

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

7. **PAYMENT OF INTEREST**

The Owner shall pay interest at the rate of 3% above HSBC Bank base rate for the time being in force on any monies due from the Owner under the provisions of this Deed that remain

unpaid for a period exceeding 28 days from the date payment falls due under this Deed to the date payment is made.

8. VAT

8.1 All consideration given in accordance with the terms of this Deed 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 Deed, 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

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

10. OWNER AND DEVELOPER'S INDEMNITY

The Owner and the Applicant agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived

11. TITLE WARRANTY

The Owner hereby warrants that it is the freehold owner of the Site and has full power to enter into this Deed and that the Site is free from all mortgages charges or other encumbrances other than those contained or referred to in the registers of title number NK249714 on 8 October 2014 at 11:17:21 and that there is no other parties having any interest in the Site whose consent is necessary to make this Agreement binding on all interests in the Site

12. DISPUTES

12.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

12.2 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

12.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if any party will not participate in an ADR Procedure the dispute may be referred by any party to arbitration for decision by a person appointed by Deed 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.

12.4 Nothing in Clauses 12.1 and 12.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

13. PLANNING OBLIGATIONS

- 13.1 The Owner hereby covenants with the Council to carry out and comply with the obligations and restrictions set out in Schedule 1 to this Deed
- 13.2 The Owner hereby covenants with the Parish Council to carry out and comply with the obligations and restrictions set out in Schedule 1 Part 1 to this Deed
- 13.3 The Owner covenants with the Council and the Parish Council to use reasonable endeavours to agree with both the Council and the Parish Council a plan showing the extent and location of the Public Open Space within the Parish Council Land but in the absence of agreement this shall be determined by the Council and the Parish Council acting reasonably. The Council and the Parish Council shall make their determination prior to the date on which the Owner is required by this Deed to transfer the Parish Council Land to the Parish Council failing which the Owner shall determine the extent and location of the Public Open Space with the Parish Council in their absolute discretion

14. PARISH COUNCIL OBLIGATIONS

- 14.1 The Parish Council hereby covenants with the Owner that it will not use the Parish Council Land Maintenance Contribution or any interest accruing on that sum except wholly and exclusively towards the laying out, equipping, use and maintenance of the Parish Council Land.
- 14.2 The Parish Council hereby further covenants with the Owner that it will execute and accept from the Owner a transfer of the Parish Council Land provided such transfer complies with the provisions of paragraph 1.2 of Part 1 of Schedule 1 to this Deed.

15. ISSUE OF APPROVALS

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

16. DWELLINGS AND STATUTORY UNDERTAKERS

- 16.1 The obligations and restrictions in this Deed shall not be enforceable against
- 16.1.1 an owner lessee occupier mortgagee or chargee of any Dwelling except an owner lessee or occupier (but not mortgagee) of an Affordable Housing Unit which shall be bound by the provisions of Part 4 of Schedule 1 of this Agreement in relation to the Dwelling which it owns leases or occupies (but not in respect of any other Affordable Housing Unit or in respect of any other clause of or Schedule or part of a Schedule to this Agreement); or
- 16.1.2 any statutory undertaker which acquires any part of the Site or any interest in it for the purposes of its statutory undertaking or function

17. NOTIFICATION

- 17.1 The Owner agrees to notify the Council of the reaching of any of the First Stage, First Trigger Date, Second Trigger Date and Third Trigger Date relating to obligations contained in this Deed such notification to be given within 14 days of reaching such threshold
- 17.2 For the purposes of clause Schedule 1, Part 4, paragraph 7, the Owner agrees to notify the Council in writing of the completion of the sale of any Affordable Housing Unit within 14 days of such completion taking place

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

SCHEDULE 1

PART 1

PARISH COUNCIL LAND

- 1.1 Not to carry out any works of construction in respect of the Open Market Units beyond the First Stage without carrying out the works described in paragraph 1.3 and without first offering to transfer the Parish Council Land to the Parish Council on the terms set out in paragraphs 1.2 and 1.3 of this Part 1 of this Schedule 1
- 1.2 The transfer referred to in paragraph 1.1 shall be a transfer :
 - 1.2.1 of the freehold with absolute title
 - 1.2.2 free from encumbrances other than those contained or referred to in the registers of title number NK249714 on 8 October 2014 at 11:17:21 and this Deed or as created by the said transfer
 - 1.2.3 with all necessary rights and easements over the remainder of the Site for services of foul and surface water drainage, potable water and electricity (providing such services are already in existence as at the date of this Deed).
 - 1.2.4 reserving over the Parish Council Land for the benefit of the remainder of the Site all necessary rights and easements for services of foul and surface water drainage, potable water and electricity (providing such services are already in existence as at the date of this Deed) and a right of entry for the purposes of maintaining any buildings on the remainder of the Site or to be so constructed and any boundary features thereto.
 - 1.2.5 subject to restrictive covenants in favour of the Owner and its successors in title to the remainder of the Site not to
 - 1.2.5.1 use the Public Open Space for any purpose other than as public open space; or
 - 1.2.5.2 use the remainder of the Parish Council Land for residential purposes; or
 - 1.2.5.3 do or allow anything to be done on the Parish Council Land which may be a nuisance as defined by case law and statute.
 - 1.2.6 subject to a positive covenant by the Parish Council to keep the Parish Council Land in a neat and tidy condition
 - 1.2.7 in consideration of the sum on One pound (£1.00)
 - 1.2.8 which contains a covenant with the Owner by way of indemnity only to observe and perform the matters contained or referred to in the registers of title number NK249714 on 8 October 2014 at 11:17:21 insofar as they relate to the Parish Council Land
- 1.3 The Parish Council Land shall be cleared of any rubble, tidied, cleared of weed trees and trimmed to a reasonably useable condition to the reasonable satisfaction of the Parish Council prior to completion of the transfer provided that surplus soil (free from rubble and other builder's waste) from other parts of the Site may be spread over the Parish Council Land prior to the date of its transfer to the Parish Council on condition that the Parish Council Land is levelled, prepared and laid to grass seed to the reasonable satisfaction of the Parish Council prior to the date of its transfer to the Parish Council.

PART 2

OPEN MARKET UNITS

- 1 Not to occupy or allow or permit any Open Market Unit to be Occupied prior to the First Trigger Date.
- 2 Not to Occupy or allow or permit more than 50% of the Open Market Units to be occupied prior to the Second Trigger Date.
- 3 Not to Occupy or allow or permit the 4th Open Market Unit to be occupied prior to the Third Trigger Date

PART 3

PARISH COUNCIL LAND MAINTENANCE CONTRIBUTION

- 1 To pay the Parish Council Land Maintenance Contribution to the Parish Council prior to construction of any Open Market Unit beyond the First Stage.

PART 4

AFFORDABLE HOUSING

- 1 Not to construct or procure the construction of the Affordable Housing Units otherwise than in accordance with the Planning Permission and to the Design and Quality Standards
- 2 Not to use allow or permit the Affordable Rental Units to be Occupied for any purpose other than as Affordable Rental Units or such other form of tenure as may previously have been agreed by the Council in writing
- 3 Not to use or allow or permit the Shared Equity Units to be Occupied other than as Shared Equity Units or on such other form of tenure as may previously have been agreed by the Council in writing.
- 4 The Affordable Housing Units shall not be occupied other than by Qualifying Occupiers
- 5 All the Affordable Rental Units shall be subject to the Local Lettings Policy in perpetuity and not to allow or permit the disposal of any of the Affordable Housing Units other than in accordance with the Local Lettings Policy or where such persons have been exhausted, any person as nominated by the Council on the Broadland Housing Register that the AHP owning or managing the Affordable Housing Units is entitled to house within its rules
- 6 The Owner shall not dispose of its freehold interest in the Affordable Housing Units other than to an AHP
- 7 After consultation with the Council, to apply any Net Proceeds towards the provision of Affordable Housing within the administrative area of the Council within 5 years of the date of completion of the sale of any Affordable Housing Unit
- 8 Paragraphs 3 to 7 (inclusive) above shall not be binding upon:
 - (a) any mortgagee of the AHP in possession of the Affordable Housing Units or part thereof or any successors in title to the mortgagee in possession; nor
 - (b) any receiver or manager (including an administrative receiver) for such mortgagee; nor

- (c) any individual owner or occupier of any Affordable Housing Unit who has purchased an Affordable Housing Unit pursuant to any right to buy under Part V of the Housing Act 1985 or the right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable provided such right exists in respect of the Site at the date of that purchase; nor
- (d) any lessee or mortgagee of a Shared Equity Unit who has staircased under the terms of a Shared Ownership Lease to acquire 100% of the equity and the freehold reversion of that Shared Equity Unit; nor
- (e) any person or body deriving title under any such persons or bodies referred to in paragraphs 8 (a) (b) (c) and (d) inclusive above and all their respective successors in title

SCHEDULE 2

Local Lettings Policy for Land at Stratton Road, Hainford

1. Allocations

Allocations will be made to applicants on the Common Housing Register managed and maintained by the Council on the following priority basis:

- 2.1 Residents of Hainford who have lived in the Parish for a total of at least 3 of the last 10 years.
- 2.2 Former residents of Hainford who have had their main home in the Parish for 3 of the last 10 years.
- 2.3 Households who need to move to the parish of Hainford to give/receive support from family/relatives.
- 2.4 Residents of the adjacent parishes of Frettenham, Stratton Strawless, Horsford, Horsham St Faiths and Newton St Faith who have lived in these parishes for the last 3 years.
- 2.5 People working in the parish of Hainford who have done so for 1 year or more.
- 2.6 Residents of Hainford who have lived in the parish for less than 3 years.
- 2.7 Residents of the adjacent parishes of Frettenham, Stratton Strawless, Horsford, Horsham St Faiths and Newton St Faith who have lived in these parishes for less than 3 years.
- 2.8 Residents of the adjacent parishes of Spixworth, Crostwick, Horstead with Stanninghall, Buxton with Lamas, Hevingham, Felthorpe, Drayton and Hellesdon, who have lived in these parishes for the last 3 years.
- 2.9 Residents of Broadland District
- 2.10 Any other person

3. Administrative Procedure for Nominations

3.1 To grant to the Council nomination rights to 100% of the Affordable Housing Units for the first 80 years

3.2 The administrative procedure for nominations shall be in accordance with the Council's Housing Allocations Policy as amended from time to time or in accordance with alternative procedures as the Council and the AHP shall agree between them.

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

)
)
)
)


DEMOCRATIC
Head of Corporate Services
and Monitoring Officer



7439

Executed as a Deed by
M A PROPERTY (NORFOLK) LIMITED
acting by one director
in the presence of

Hodges

LOUISE BRACET
CHURCH BARN
WITTON NR13 5DN

Louise Bracet

SIGNED as a deed by

and
for

and on behalf of **HAINFORD PARISH
COUNCIL** pursuant to a duly passed resolution
in the presence of :-

K.M. *McCawley*
by Muller

THE COMMON SEAL of
**SAFFRON HOUSING TRUST
LIMITED** was affixed in the
presence of:

1349.



Board Member

APL

Secretary

[Signature]