

Dated

9 JUNE

2016

BROADLAND DISTRICT COUNCIL

-and-

SERRUYS PROPERTY COMPANY LIMITED

- and -

SANTANDER UK PLC

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

relating to land at Drayton Wood, Drayton High Road, lying to the north-west of Westwood Drive, Drayton, Norfolk

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew NORWICH NR7 0DU (referred to as "the Council")
- (2) **SERRUYS PROPERTY COMPANY LIMITED** (Company Registration Number 01137245) whose registered office is at Spc House Atlas Works Norwich Road Lenwade Norfolk NR9 5SN (referred to as "the Owner")
- (3) **SANTANDER UK PLC** (Company Registration Number 02294747) whose registered office is at 2 Triton Square Regent's Place London NW1 3AN (referred to as "the Mortgagee")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) David Futter Associates Limited has applied for the Permission on behalf of the Owner 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 part of the land registered at the Land Registry under title numbers NK150029 and NK184440
- (D) The Mortgagee has a charge over the Site registered at the Land Registry under title numbers NK150029 and NK184440

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Affordable Housing"	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
"Commencement"	the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: - site clearance - demolition - archaeological investigations - ground surveys - removal of contamination - erection of temporary fences - diversion and laying of services - temporary display of site notices or advertisement(s) and 'Commence' and 'Commenced' will be construed accordingly
"Development"	the development of the Site in accordance with the Permission for the construction of four Dwellings and garages
"Dwelling"	a dwelling to be built on the Site as part of the Development and 'Dwellings' will be constructed accordingly
"Nominated Officer"	the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

"Inflation Provision"

the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction from the date of Deed and the date upon which a payment of the Affordable Housing Contribution is made

"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

security operations

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

"Permission"

the full planning permission to be granted by the Council for the erection of four dwellings and four garages under allocated reference number 20150947

"Plan"

the plan (6189-SL01) attached to this Deed at Schedule One

"Site"

part of the land known as Drayton Wood Drayton High Road lying to the north-west of Westwood Drive Drayton Norfolk and included within the premises registered at the Land Registry under title numbers NK150029 and NK184440 shown edged red for identification purposes only on the Plan

"Trigger"

means 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 Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations given by the Owner for the purposes of section 106 of the Act enforceable by the Council

2.2 It is agreed by the Parties:

2.2.1 That there is one planning obligation pursuant to Section 106 of the Act and each planning obligation is set out in a separate Schedule to this Deed

2.2.2 That each Schedule to this Deed which sets out how the planning obligation will be performed and sets out the infrastructure or infrastructure project which will be effected will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended.

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 a requirement not to allow or permit it to be done
- 2.6 This Deed is governed by and interpreted in accordance with the law of England
- 2.7 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions

3. CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Permission; and
- (ii) the Commencement of Development

save for the provisions of this Clause and Clauses 5.4, 5.5, 5.6, 6, 9 and 10 which shall come into effect immediately upon completion of this Deed

4. COVENANTS

- 4.1 The Owner covenants with the Council for it and its successors in title to observe and perform the obligations and stipulations contained in this Deed

5. OTHER PROVISIONS

- 5.1 No person will be liable for any breach of any of the planning obligations or other provisions of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or part of the Site) shall 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 (other than the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 5.3 This Deed will not bind anyone who acquires an interest in any part of the Site for the purpose of the supply of utility services or be enforceable against any owner-occupier or tenants of Dwellings constructed pursuant to the Permission nor against those deriving title from them
- 5.4 On completion the Owner will pay the Council's reasonable legal costs up to a maximum of £1500 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 validity or enforceability of the remaining provisions of this Deed
- 5.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed
- 5.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 5.9 This Deed shall be registrable as a local land charge by the Council
- 5.10 Following the performance of all of the obligations contained in the Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 5.11 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or

(without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of Development or is modified pursuant to an application under section 73 of the Act

- 5.12 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 Permission) granted (whether or not on appeal) after the date 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 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7. INTEREST AND VAT

- 7.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

8. NOTIFICATIONS

- 8.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been provided and the Owner hereby gives notice pursuant to this Clause that its

address for service of notices is Howes Percival LLP, The Guildyard, 51 Colegate, Norwich, NR3 1DD.

8.2 The Owner will notify the Nominated Officer in writing within 7 days of reaching the Triggers in this Deed

8.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when disposing of any of the Dwellings constructed pursuant to the Permission

9. MORTGAGEE CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that the planning obligations shall be binding on the Site and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site. (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.)

10. DELIVERY

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

SCHEDULE ONE

Site Plan

The plan (6189-SL01) attached to this Deed showing part of the land known as Drayton Wood Drayton High Road lying to the north-west of Westwood Drive Drayton Norfolk and included within the premises registered at the Land Registry under title numbers NK150029 and NK184440 shown edged red for identification purposes only on the Plan

When different data must be used in preference to actual observations, the use of a different model is required.

[illegible][illegible]

SCALE
SCALE
LENGTH

[illegible]

☐ **Yes** ☐ **No** ☐ **Don't know**

 McGraw-Hill


 100 squares in 10 rows and 10 columns.

Selected toolpals in fair spray and good shingle, set in 150mm x 150mm perforations

Notre étude confirme les résultats de la littérature sur la relation entre la confiance et la satisfaction. Les participants qui ont une confiance élevée dans leur fournisseur ont également une satisfaction élevée. Les participants qui ont une confiance faible dans leur fournisseur ont également une satisfaction faible. Les résultats de notre étude sont en accord avec ceux de la littérature sur la relation entre la confiance et la satisfaction. Les participants qui ont une confiance élevée dans leur fournisseur ont également une satisfaction élevée. Les participants qui ont une confiance faible dans leur fournisseur ont également une satisfaction faible.

1. ☐ **Parental consent** (parental consent form 25-0000 updated)

Remotely piloted to vertical take/landing in Harvert set in cooperation kerbs.

• **Business Model Canvas**

New Traps

Samuel
Colting will

page 51/52

ation Plan Edited

...and you'll be in a room with a shiny, round mirror.

date:

etics and consulting engineers

515

Architect: Hargrett, 35 W. 11th St., Boston

©1999 PricewaterhouseCoopers

Proposed Residential Development

Drayton Woods,
Drayton High School, 1983-1984

Wells Fargo Property Co.

10

Proposed Site | avouit & Location Plan

Classified by: DE	Ref. No.	Dug. No.
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1-2500 @ 34	6180	CI 01
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014

RIBA 
Chartered Practitioner

Serruys Property Co.

By:	Checked By:	Pat. No.	Dis. No.
	DE		

10

**BROADLAND
DISTRICT COUNCIL**

19 Aug 2015
20150947

PLANNING CONTROL

H. Inoue

SCHEDULE TWO

Affordable Housing

Part 1 – Affordable Housing Contribution

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

“Affordable Housing Contribution”	The sum of £64000.00 increased in accordance with the Inflation Provision to be paid to the Council to be used towards the provision of Affordable Housing in the parish of Drayton or the adjoining parishes of Taverham Hellesdon Horsford and Felthorpe
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The Owner hereby covenants with the Council as follows:

1. AFFORDABLE HOUSING CONTRIBUTION

- 1.1 To pay the Affordable Housing Contribution prior to Occupation of the third Dwelling

SCHEDULE TWO
Affordable Housing

Part 2 – Affordable Housing Clawback

“Affordable Housing
Clawback Contribution”

financial contribution being equivalent to 50 per cent of the amount by which the Profit Margin exceeds 20 per cent of the Gross Sales Receipt from the sale of the Dwellings and not exceeding £14000.00 as increased by the Inflation Provision

“Development Costs”

the costs reasonably and properly incurred by the Owner in the acquisition of the Site securing of the Permission, construction of the whole of the Development and disposal of the Dwellings including the Affordable Housing Contribution including any taxes as approved by the Independent Assessor acting reasonably

“Gross Sales Receipts”

the total consideration in money or moneys worth received for the sale of any Dwelling in the whole Development PROVIDED THAT where any Dwelling of the whole Development has not yet been sold the anticipated market price for that Dwelling (or those Dwellings as appropriate) shall be included as approved by the Independent Assessor acting reasonably PROVIDED THAT where a contract for the sale of any Dwelling has been agreed the sale price for that Dwelling shall be the sale price agreed in

such a contract

"Homes and Communities
Agency"

Homes and Communities Agency is an executive non-departmental public body sponsored by the Department for Communities and Local Government which supervises Registered Providers and provides subsidy for the delivery of Affordable Housing

"Independent Assessor"

means an expert recommended by the Homes and Communities Agency, a valuer employed by the valuation office agency or such other suitable and independent body as the Council may reasonably elect in consultation with the Owner

"Open Book Analysis"

full accounts of the Gross Sales Receipts and the Development Costs for the whole Development with supporting documentation prepared and certified by the Owner's auditors (and approved and verified as accurate and reasonable by the Independent Assessor acting reasonably) identifying the Profit Margin for the whole of the Development. Where any amounts of income value or costs are not realised by the dates of the Open Book Analysis reasonable estimates thereof shall be provided and approved by the Independent Assessor acting reasonably and any items not attributable WHOLLY TO THE Gross Sales Receipts or Development Costs of the Dwellings shall be reasonably apportioned PROVIDED THAT

where such as estimate has been used and a further Open Book Analysis is prepared in relation to the whole of the Development the figures shall be revised accordingly and agreed by the Independent Assessor acting reasonably to take into account the final Gross Sales Receipts and Development Costs

"Practical Completion"

completion of all of the construction work that has to be done so that the building is capable of beneficial occupation and use

"Profit Margin"

the Gross Sales Receipts less the Development Costs for the whole of the Development as determined in accordance with the Open Book Analysis

The Owner hereby covenants with the Council as follows:

1. AFFORDABLE HOUSING CLAWBACK

- 1.1 Upon Practical Completion of the final Dwelling comprised in the Development that the Owner shall provide to the Council an Open Book Analysis in relation to those Dwellings that have been Occupied or are constructed and ready for Occupation on the whole of the Development for approval by the Independent Assessor
- 1.2 Not to Occupy allow Occupation sell transfer or lease the final Dwelling until final approval of the Open Book Analysis as carried out under paragraph 1.1 above from the Independent Assessor has been received and any Affordable Housing Clawback Contribution due in relation to the Development has been paid to the Council within 28 days or the Open Book Analysis as carried out

under paragraph 1.1 above shows that the Affordable Housing Clawback Contribution is nil

1.3 In the event that the Owner fails to complete all Dwellings approved as part of the Development and the Council has reason to believe that the Owner has no intention of completing the Development within a reasonable time being no earlier than three years from the date of Commencement of Development:

1.3.1 the Council may require and the Owner shall submit upon request an Open Book Analysis in relation to those Dwellings that have been Occupied or are constructed and ready for Occupation on the whole of the Development for approval by the Independent Assessor

1.3.2 upon final approval by the Independent Assessor of the Open Book Analysis carried out under paragraph 1.3.1 to pay any Affordable Housing Clawback Contribution due within 28 days of approval

1.3.3 from the date of receipt of a request from the Council under 1.3.1 above the Owner shall not Occupy or allow Occupation of any Dwellings which remain vacant until such a time as the Open Book Analysis has been approved by the Independent Assessor and any contribution due under 1.3.2 has been paid

AND FOR THE AVOIDANCE OF DOUBT in the event that an Open Book Analysis is provided in accordance with this Paragraph 1.3 this shall not discharge the requirements of Paragraphs 1.1 and 1.2 of this Schedule which shall continue to apply

2. the Owner shall provide to the Independent Assessor such further information and evidence as he deems necessary to verify the accuracy or appropriateness of any information contained in any Open Book Analysis within 14 days of demand

3. the Owner shall pay the Independent Assessor's reasonable costs in connection with each Open Book Analysis up to a limit of one thousand pounds (£1,000) (unless an

increased limit is approved in writing by the Owner prior to the instruction of the Independent Assessor) within 30 days of demand either to the Council or to the Independent Assessor direct as directed by 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 hereunto affixed

Authorised Signatory:



Head of Democratic Services and
Monitoring Officer

Executed as a deed by **SERRUYS
PROPERTY COMPANY LIMITED**

acting by a director In the presence of:

Director:

ANDRE PAUL SERRUYS

Signature of Director:

Name of Witness (in BLOCK CAPITALS):

Signature of witness

Address of Witness:

RICHARD GIBBITT

SPC House, Arles Works

Wanborough Rd, Lymington, Hants, RG53 1JN

In witness whereof this document is intended to take effect as a deed and has been duly executed by a duly authorised official of **SANTANDER UK PLC** as Attorney of the **SANTANDER UK PLC** the day and year first before written

Signed and delivered by:

CAROL BANKS

In the presence of:

Attorney of **SANTANDER UK PLC**

NEELAM KHURMI
Santander Securities
Bridle Road, Bostle, L30 4GB
Securities Specialist