

Dated 27th November 2020

BROADLAND DISTRICT COUNCIL

and

FLAGSHIP HOUSING GROUP LIMITED

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

relating to land on the south of Green Lane East
Rackheath Norfolk



Flint Buildings
1 Bedding Lane
Norwich
NR3 1RG

Ref: JZM/231881.0001

THIS DEED OF VARIATION is dated 27th November

2020

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, NR7 0DU (referred to as "the Council");
- (2) **FLAGSHIP HOUSING GROUP LIMITED** (Registered Society Number 31211R) of 31 King Street, Norwich NR1 1PD (referred to as "the Owner");

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom terms of the Original Agreement and this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site registered at the Land Registry under title number NK498393.
- (C) The S.73 Application has been submitted to the Council and the Council resolved on 9 September 2020 to grant the Application subject to the prior completion of this Deed.
- (D) This Deed is made under Sections 106 and 106A of the Act and is supplemental to the Original Agreement.
- (E) It is agreed by the Parties that Norfolk County Council are not required to be a party to the agreement as the agreement only amends the Affordable Housing obligations.

1. DEFINITIONS

1.1. In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Commencement"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the development under the Planning Permission (as defined in this Deed) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, diverting or laying of services, demolition

work, archaeological investigations, 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, the temporary display of site notices or advertisements and "Commence Development" and "Commence" shall be construed accordingly

"Original Agreement" the agreement dated 31 January 2019 made between Broadland District Council (1) Norfolk County Council (2) John Alfred Caston, Richard John Green, Andrew Michael Caston and Michael George Caston (3)

"S.73 Application" the application for planning permission pursuant to section 73 of the Act and allocated reference 20200855 for the development of land south of Green Lane East, Rackheath for of up to 157 dwellings together with access, open spaces and infrastructure without complying with Condition no. 3 of reserved matters approval reference 20191032 dated 12th March 2020 (and amended by 20201209) granted pursuant to planning permission reference 20160395 dated 31 January 2019

2. CONSTRUCTION OF THIS AGREEMENT

- 2.1. Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms all such words shall be construed interchangeably in that manner
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise

- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council shall include any successors to their statutory functions (as appropriate)
- 2.7. The headings and contents list are for reference only and shall not affect construction and/or interpretation
- 2.8. Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the Original Agreement and the terms of the Original Agreement shall apply to this Deed mutatis mutandis

3. LEGAL BASIS

This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 and Section 106A of the Act to the extent it creates planning obligations and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council against the Site

4. CONDITIONALITY

This Deed is conditional and shall become binding upon the grant of the Application and Commencement of the Development (as defined in this Deed) save for the provisions of this Clause and Clauses 5, 6, 7, and 8 which shall come into effect immediately upon completion of this Deed.

5. VARIATIONS TO THE ORIGINAL AGREEMENT

5.1. The Parties agree that the Original Agreement shall be varied as follows:

5.1.1. The definition of "*Permission*" shall be amended to read:

"the outline planning permission granted by the Council under reference number 20160395 dated 31 January 2019 or the S.73 Permission or if the Council agrees (in its absolute discretion) to be granted pursuant to section 73 of the Act."

5.1.2. A new definition of "S.73 Permission" shall be added as follows:

"the planning permission granted pursuant to section 73 of the Act and allocated reference 20200855 for the development of land south of Green Lane East, Rackheath for of up to 157 dwellings together with access, open spaces and infrastructure without complying with Condition no. 3 of reserved matters approval reference 20191032 dated 12th March 2020 (and amended by 20201209) granted pursuant to planning permission reference 20160395 dated 31 January 2019"

5.1.3. Schedule two shall be deleted in its entirety and replaced with the Schedule annexed to this Deed.

6. MISCELLANEOUS

- 6.1 This Deed may be registerable as a local land charge by the Council.
- 6.2 Following the performance and satisfaction of all the obligations contained in the Original Agreement and this Deed the Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed
- 6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.4 In all other respects the terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed
- 6.5 The Owner hereby agrees on or before the date hereof to pay the Council's reasonable legal costs of negotiating and completing this Deed
- 6.6 No person shall, subject as hereinafter provided, be liable to observe or perform the Owner's obligations under this Deed or for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which the obligation or breach relates PROVIDED always that this shall be without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED FURTHER THAT 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

6.7 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) granted (whether or not on appeal) after the date of this Deed

6.8 A party who is not a party to this Deed shall not have any rights under the Contracts (Third Party) Rights Act 1999 to enforce the terms of this Deed

7. JURISDICTION

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

8. 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

Annexe

Affordable Housing

Part 1

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

"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Shared Ownership Dwellings and Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	the mix of Intermediate Housing and Affordable Housing for Rent, dwelling types, location and size as set out in Part 3 of this Schedule (or such other mix as the Council may agree in writing)
"Affordable Housing Provision"	the construction and provision of all 157 Dwellings to be constructed as Affordable Dwellings on the Site (or such other proportion as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity; <p>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> - The number, location, type and size of Affordable Dwellings to be constructed on the Site; - full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and

	<p>agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent;</p> <p>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured</p>
"Affordable Housing for Rent"	<p>Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with the Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed, on commencement of each tenancy, the local housing allowance for that area or as otherwise agreed with the Council in writing AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council in its discretion determines this is an appropriate tenure.</p>
"Approved Affordable Housing Scheme"	<p>the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing</p>
"Eligible Household"	<p>A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion</p>
"Homes England"	<p>Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate</p>
Intermediate Rented Dwellings	<p>Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council</p>

"NPPF"	The National Planning Policy Framework published in February 2019
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	either: (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing
"Recycling Obligation"	an obligation to use the net proceeds from the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household towards alternative Affordable Housing provision
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Shared Ownership Housing"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following: - not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider - power to the purchaser to increase their ownership up to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such

	other rent as complies with the requirements from time to time of the Homes England
"Social Rented Dwellings"	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent
"Target Rent"	The rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.3 In the event that the freehold of the Affordable Dwellings is not already owned by a Provider upon the Practical Completion of the Affordable Dwellings to transfer the Affordable Dwellings to the Council or a Provider in a standard fit for immediate Occupation.
- 1.4 Not to offer for sale any Intermediate Housing dwelling (other than a Shared Ownership Housing dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
- 1.5 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade)
- 1.6 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

- 1.6.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;
- 1.6.2 an Eligible Household which has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest
- 1.6.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:
- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
 - b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

1.6.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

Part 2

Local Connection Cascade

- 1 Unless otherwise agreed in writing up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
 - 1.1 First allocations shall be made to people living in the Parish of Rackheath.
 - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Rackheath.; and
 - 1.3 If there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Rackheath to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household.
- 2 Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Rental Dwellings unless otherwise agreed in writing.
 - 2.2 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 Owner shall agree between them.

Part 3

Affordable Housing Mix

Plot No.	Tenure	Property	Type	No. Bedrooms
1	Affordable Rent	House	Semi-Detached	3
2	Affordable Rent	House	Semi-Detached	3
3	Shared Ownership	House	Semi-Detached	3
4	Shared Ownership	House	Semi-Detached	3
5	Shared Ownership	House	End-Terrace	3
6	Shared Ownership	House	Mid-Terrace	3
7	Shared Ownership	House	End-Terrace	3
8	Shared Ownership	House	Semi-Detached	2
9	Shared Ownership	House	Semi-Detached	2
10	Affordable Rent	Bungalow	Detached	2
11	Affordable Rent	Bungalow	Detached	1
12	Shared Ownership	Bungalow	Detached	3
13	Shared Ownership	Bungalow	Detached	3
14	Shared Ownership	Bungalow	Detached	3
15	Affordable Rent	Bungalow	Detached	3
16	Affordable Rent	Bungalow	Detached	3
17	Affordable Rent	Bungalow	Detached	3
18	Affordable Rent	Bungalow	Detached	3
19	Affordable Rent	Bungalow	Detached	3
20	Shared Ownership	House	Semi-Detached	2
21	Shared Ownership	House	Semi-Detached	3
22	Affordable Rent	House	Semi-Detached	3
23	Affordable Rent	House	Semi-Detached	3
24	Affordable Rent	House	Semi-Detached	3
25	Affordable Rent	House	Semi-Detached	3
26	Affordable Rent	House	Detached	4
27	Affordable Rent	House	Semi-Detached	2
28	Affordable Rent	House	Semi-Detached	2
29	Affordable Rent	House	Semi-Detached	2
30	Affordable Rent	House	Semi-Detached	2
31	Affordable Rent	House	Semi-Detached	3
32	Affordable Rent	House	Semi-Detached	3
33	Affordable Rent	House	Semi-Detached	2
34	Affordable Rent	House	Semi-Detached	2
35	Affordable Rent	House	Semi-Detached	3
36	Affordable Rent	House	Semi-Detached	3
37	Shared Ownership	House	Detached	3
38	Affordable Rent	House	Semi-Detached	2

39	Affordable Rent	House	Semi-Detached	2
40	Affordable Rent	House	Detached	4
41	Shared Ownership	House	Detached	3
42	Shared Ownership	House	Detached	4
43	Shared Ownership	House	Detached	4
44	Shared Ownership	House	Semi-Detached	3
45	Shared Ownership	House	Semi-Detached	3
46	Shared Ownership	House	Semi-Detached	3
47	Shared Ownership	House	Semi-Detached	2
48	Shared Ownership	House	Detached	4
49	Shared Ownership	House	Detached	3
50	Shared Ownership	House	Detached	4
51	Shared Ownership	House	Detached	4
52	Shared Ownership	House	Semi-Detached	2
53	Shared Ownership	House	Semi-Detached	2
54	Shared Ownership	House	Semi-Detached	3
55	Shared Ownership	House	Semi-Detached	3
56	Shared Ownership	House	Semi-Detached	2
57	Shared Ownership	House	Semi-Detached	2
58	Affordable Rent	House	Semi-Detached	3
59	Affordable Rent	House	Semi-Detached	3
60	Affordable Rent	House	Semi-Detached	3
61	Affordable Rent	House	Semi-Detached	3
62	Affordable Rent	House	Semi-Detached	2
63	Shared Ownership	House	Semi-Detached	2
64	Shared Ownership	House	Semi-Detached	3
65	Shared Ownership	House	Semi-Detached	2
66	Shared Ownership	House	Detached	4
67	Affordable Rent	House	Detached	4
68	Affordable Rent	House	Detached	4
69	Affordable Rent	House	Semi-Detached	3
70	Affordable Rent	House	Semi-Detached	3
71	Affordable Rent	House	Semi-Detached	3
72	Affordable Rent	House	Semi-Detached	3
73	Affordable Rent	House	Semi-Detached	2
74	Affordable Rent	House	Semi-Detached	2
75	Affordable Rent	Bungalow	Detached	3
76	Shared Ownership	House	Semi-Detached	2
77	Shared Ownership	House	Semi-Detached	2
78	Affordable Rent	House	End-Terrace	2
79	Affordable Rent	House	Mid-Terrace	2
80	Affordable Rent	House	End-Terrace	2
81	Shared Ownership	House	Semi-Detached	3

82	Shared Ownership	House	Semi-Detached	3
83	Shared Ownership	House	Semi-Detached	2
84	Shared Ownership	House	Semi-Detached	2
85	Shared Ownership	House	Detached	4
86	Shared Ownership	House	Detached	4
87	Shared Ownership	House	Detached	3
88	Affordable Rent	House	Detached	4
89	Shared Ownership	House	Semi-Detached	3
90	Shared Ownership	House	Semi-Detached	3
91	Shared Ownership	House	Semi-Detached	2
92	Shared Ownership	House	Semi-Detached	2
93	Shared Ownership	House	Semi-Detached	3
94	Shared Ownership	House	Semi-Detached	2
95	Shared Ownership	House	Semi-Detached	3
96	Shared Ownership	House	Semi-Detached	3
97	Shared Ownership	House	Semi-Detached	2
98	Shared Ownership	House	Semi-Detached	2
99	Shared Ownership	House	Semi-Detached	3
100	Shared Ownership	House	Semi-Detached	3
101	Affordable Rent	House	End-Terrace	2
102	Affordable Rent	House	Mid-Terrace	2
103	Affordable Rent	House	End-Terrace	3
104	Affordable Rent	House	Detached	4
105	Affordable Rent	House	Semi-Detached	3
106	Affordable Rent	House	Semi-Detached	3
107	Affordable Rent	House	Semi-Detached	3
108	Affordable Rent	House	Semi-Detached	3
109	Affordable Rent	House	Semi-Detached	3
110	Affordable Rent	House	Semi-Detached	3
111	Affordable Rent	House	Semi-Detached	3
112	Affordable Rent	House	Semi-Detached	3
113	Affordable Rent	House	Detached	4
114	Shared Ownership	House	Semi-Detached	2
115	Shared Ownership	House	Semi-Detached	2
116	Shared Ownership	House	Semi-Detached	2
117	Shared Ownership	House	Semi-Detached	2
118	Shared Ownership	House	Semi-Detached	2
119	Affordable Rent	House	Semi-Detached	2
120	Shared Ownership	House	Semi-Detached	2
121	Shared Ownership	House	Semi-Detached	2
122	Affordable Rent	House	Detached	4
123	Affordable Rent	House	Semi-Detached	2
124	Affordable Rent	House	Semi-Detached	2

125	Affordable Rent	House	Detached	4
126	Affordable Rent	House	Detached	4
127	Affordable Rent	House	Detached	4
128	Affordable Rent	House	Detached	4
129	Shared Ownership	House	Semi-Detached	2
130	Shared Ownership	House	Semi-Detached	2
131	Shared Ownership	House	Semi-Detached	3
132	Affordable Rent	Bungalow	Detached	1
133	Affordable Rent	Bungalow	Detached	1
134	Affordable Rent	Bungalow	Detached	1
135	Shared Ownership	House	Semi-Detached	3
136	Shared Ownership	House	Semi-Detached	3
137	Affordable Rent	Flat	Block	1
138	Affordable Rent	Flat	Block	1
139	Affordable Rent	Flat	Block	1
140	Affordable Rent	Flat	Block	1
141	Affordable Rent	Flat	Block	1
142	Affordable Rent	Flat	Block	1
143	Affordable Rent	Flat	Block	1
144	Affordable Rent	Flat	Block	1
145	Affordable Rent	House	Semi-Detached	3
146	Affordable Rent	House	Semi-Detached	3
147	Affordable Rent	House	Semi-Detached	2
148	Affordable Rent	House	Semi-Detached	2
149	Affordable Rent	House	Semi-Detached	2
150	Affordable Rent	House	Semi-Detached	3
151	Affordable Rent	House	Semi-Detached	3
152	Affordable Rent	House	Semi-Detached	3
153	Shared Ownership	House	Semi-Detached	4
154	Shared Ownership	House	Semi-Detached	2
155	Affordable Rent	House	Detached	4
156	Affordable Rent	House	Detached	4
157	Shared Ownership	House	Semi-Detached	2

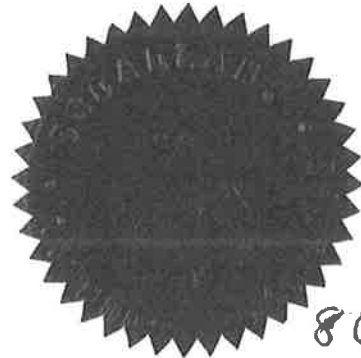
IN WITNESS whereof the parties hereto have executed this Deed as a deed on the day and year first before written.

THE COMMON SEAL OF
BROADLAND DISTRICT COUNCIL

was affixed in the presence of:



Authorised Signatory:
Assistant Director of Planning



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

EXECUTED as a **DEED** by)
affixing the common seal of)
FLAGSHIP HOUSING)
GROUP LIMITED in the)
presence of:

Authorised Signatory

Name (in BLOCK CAPITALS)

Authorised Signatory

Name (in BLOCK CAPITALS)

EXECUTED as a **DEED** by)
FLAGSHIP HOUSING)
GROUP LIMITED acting by)
[a director and its
secretary][two directors]

Signature of Director

Name (in BLOCK CAPITALS)

Signature of [Secretary][Director]

Name (in BLOCK CAPITALS)

)
)
)
EXECUTED as a **DEED** by
[**JAMES McCONNOCK**
, as attorney for and on
behalf of **FLAGSHIP**
HOUSING GROUP LIMITED
under a power of attorney
dated 08 July 2020 in the
presence of:



Signature of witness:



Name of witness (IN BLOCK
CAPITALS):
Address:

CHANTAL MORGAN

11 HORSFORD STREET

NORWICH

NR2 4LW

Occupation:

NURSERY NURSE

