Dated 14th March 2018

Broadland District Council

-and-

Postwick Hall Farm Limited

-and-

Barclays Bank PLC

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

relating to land west of Oaks Lane, Postwick, Norfolk NR13 5HD

**THIS DEED** is dated 14th March 2018

**PARTIES:**

(1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Norwich, Norfolk NR7 0DU (referred to as "the Council")

(2) POSTWICK HALL FARM LIMITED registered number 10468614 whose registered office is at Church Barn Witton Lane, Witton, Norwich, Norfolk, England, NR13 5DN (referred to as "the Owner")

(3) BARCLAYS BANK PLC registered number 01026167 of Lending Operations PO Box 299, Birmingham B1 3PF whose registered office is at 1 Churchill Place, London, E14 5HP (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) The Owner owns the freehold of the Site

(C) The Mortgagee has a charge over the Site

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

| | |
|---|---|
| Act | The Town and Country Planning Act 1990 (as amended) |
| 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:<br>site clearance<br>demolition<br>diversion and laying of services<br>archaeological investigations<br>ground surveys<br>removal of contamination<br>erection of temporary fences<br>and 'Commence' and 'Commenced' will be |

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| | construed accordingly |
| Development | The Development of the Site in accordance with the Permission |
| Dwelling | A dwelling to be built on the Site as part of the Development |
| Nominated Officer | The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner |
| Index Linked | Index linked from 1 January 2018until the date any payment referred to in this Deed is made, such index linking being equivalent to any increase in the RICS Build Cost Information Service All In Tender price Index (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer) |
| Occupation | Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:<br>construction<br>internal and external refurbishment<br>decoration<br>fitting-out<br>marketing<br>and 'Occupy' and 'Occupied' will be construed accordingly |
| Permission | The planning permission to be granted by the Council for the erection of 12 Dwellings with associated gardens, parking and access and allocated reference number 20171116 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a |

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| | replacement permission for the Development |
| Plan 1 | The plan attached to this Deed and marked "Plan 1" |
| Plan 2 | The plan attached to this Deed and marked "Plan 2" |
| Site | The land known as land west of Oaks Lane, Postwick NR13 5HD and registered at H M Land Registry under title number NK469792 shown edged red on Plan 1 |
| 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 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 for the purposes of section 106 of the Act enforceable by the Council

2.2 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed 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 an obligation 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

PLAN 1

Corbracen.

BARCLAYS BANK PLC
LEGAL & GC OPERATIONS
PO BOX 290
BIRMINGHAM B1 3PF

7825

M.Dunn

Head of Democratic Services and Monitoring Officer

BROADLAND
DISTRICT COUNCIL
30 June 2017
20171116
PLANNING CONTROL

| REV | DATE | DESCRIPTION | DRAWN | CHECKED BY |
|---|---|---|---|---|
| A | 30.06.17 | Blue line added | | DJG |

Revisions

PLANNING

Chapelfarrant Limited
51 Yarmouth Road
Norwich
NR7 0EF
Tel 01603 700000
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Check all dimensions and report any errors or omissions

Do not scale from the drawing

L & C Bracey Ltd

Residential Development
Oak Lane
Postwick

Site Location Plan

5385

050 | A

June 2017 | 1:1250

djg | nm

SITE LOCATION PLAN
Oak Lane . Norfolk

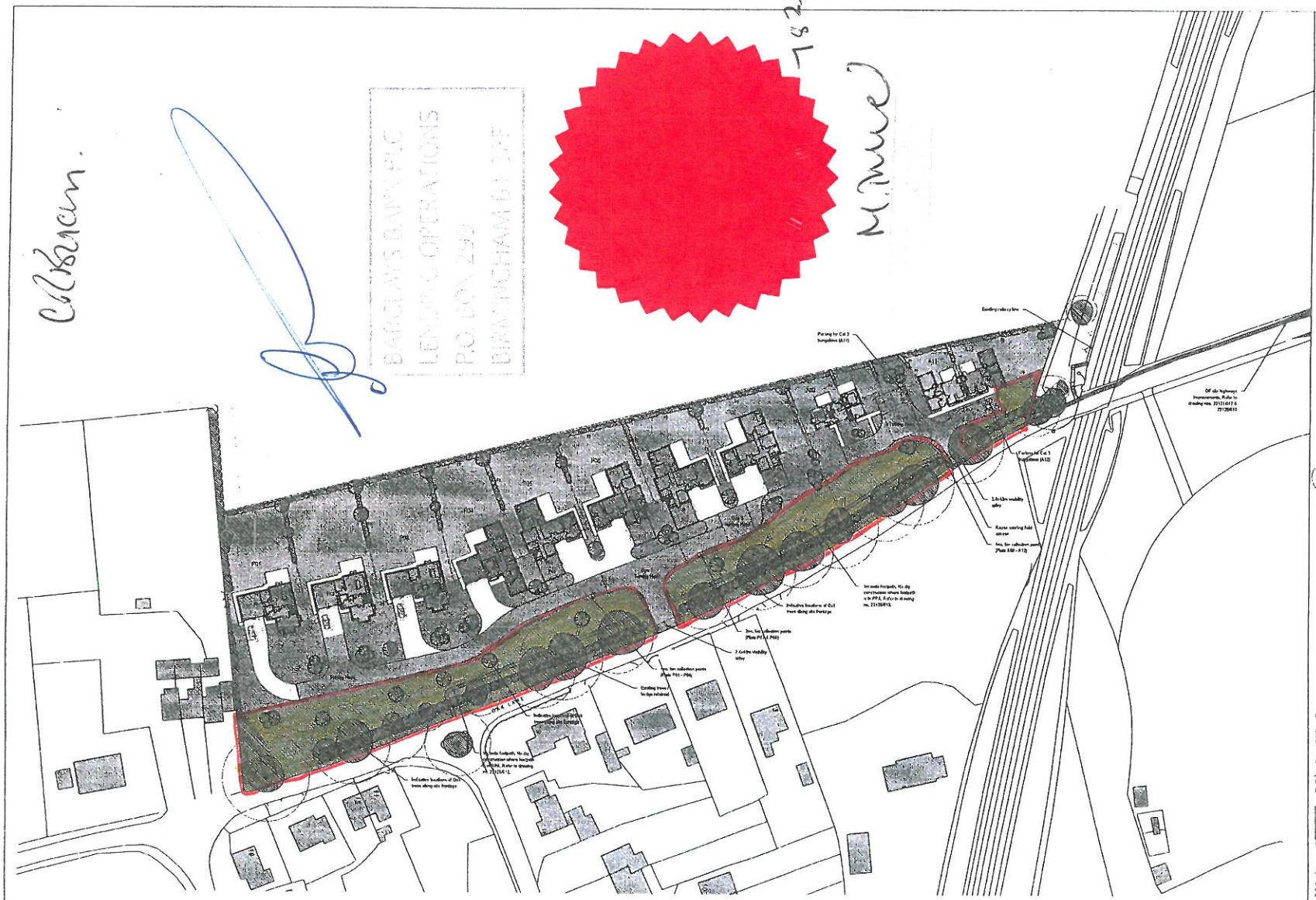
PLAN 2

Collection.

BARCLAYS BANK PLC
LENDING OPERATIONS
P.O. BOX 299
BIRMINGHAM B1 3XF

7 & 25

Minute




SITE PLAN
Oak Lane . Norfolk

7.3 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

## 8. MORTGAGEE CONSENT

The Mortgagee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed 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.

## SCHEDULE 1

## 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:

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| "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 Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market |
| "Affordable Housing Mix" | 75% Rented Housing and 25% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion) |
| "Affordable Housing Provision" | the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix |
| "Affordable Housing Scheme" | A scheme securing the Affordable Housing Provision and specifying:<br><br>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;<br><br>- 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;<br><br>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:<br><br>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;<br><br>- full details of the Affordable Housing Mix including the types of Intermediate Housing and Rented Housing; |

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| | - 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 |
| "Affordable Rented Dwellings" | Dwellings to be let by a Registered Provider with an appropriate agreement with 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 the local housing allowance for that area or as otherwise agreed with the Council in writing |
| "Approved Affordable Housing Scheme" | 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 |
| "Complete" | a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to "development" for the purposes of section 55(1) of the Act and "Complete" and "Completed" shall be construed accordingly. |
| "Eligible Household" | 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 the Local Letting Policy in Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council |
| "Homes England" | means the statutory body known as Homes England that funds and regulates Registered Providers |
| "Intermediate Dwellings" | Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council |
| "Intermediate Housing" | one or more of Intermediate Dwellings Shared Equity Dwellings Shared Ownership Dwellings and Intermediate Rented Dwellings as agreed by the Council |

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| "Intermediate Rented Dwellings" | 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 |
| "Open Market Dwelling" | Any Dwelling constructed as part of the Development which is not an Affordable Dwelling |
| "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:<br><br>(i) a Registered Provider; or<br><br>(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 |
| "Rented Housing" | one or more of Affordable Rented Dwellings and Social Rented Dwellings and Intermediate Rented Dwellings as agreed with the Council |
| "Shared Equity Dwellings" | Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their |

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| | percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect) |
| "Shared Ownership Dwellings" | 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:<br>- 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<br>- power to the purchaser to increase their ownership up to 100% if they so wish<br>- 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 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 Not to offer for sale any Intermediate Dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Dwellings

1.4 Not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual plot owners where appropriate, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:

a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;

b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;

c) with the benefit of all necessary easements, rights and utilities; and

d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation

1.5 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:

1.5.1 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 or any equivalent contractual right;

1.5.2 Any mortgagee or chargee of a Shared Ownership Dwelling lawfully exercising the power of sale contained in the relevant shared ownership lease

1.5.3 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling

1.5.4 a mortgagee or charge of a Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager

(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 or any administrator (howsoever appointed) including a housing administrator pursuant to the Housing and Planning Act 2016 (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 is 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

1.5.5 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1. 5 (including their successors in title)

## Part 2

### Local Letting Policy: Local Connection Eligibility Criteria

1. 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:

    a. first allocations shall be made to people living in the Parish of Postwick with Witton

    b. If there is no suitable person in paragraph 1.1a allocations will be made to people who work in the Parish of Postwick with Witton; and

    c. If there are no suitable persons in paragraphs 1.1a and/or 1.1b allocations will be made to people who need to move to the Parish of Postwick with Witton to give or receive support to or from close family

    d. If there are no suitable persons in paragraph 1.1a and/or 1.1b and/or 1.1c 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

Administrative Procedure for Nominations

1. To grant to the Council nomination rights to 100% of the Affordable Rental Dwellings unless otherwise agreed in writing

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 reasonably agree between them.

## Schedule 2

## Open Space

Part 1
Owner Obligations

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

| | |
|---|---|
| "Management Company" | a company to be set up for the purposes of managing and maintaining the Unallocated Land |
| "Off-Site Open Space Contribution" | A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and Index Linked and to be applied towards the purchase of equipment and its maintenance at the children's play area at the playing field on Ferry Lane, Postwick and informal open space/green infrastructure in line with projects identified within the Council's East Broadland Green Infrastructure Project Plan |
| "Open Space" | Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies |
| "Open Space Policies" | Means the Councils current planning policies (or such replacement policies or documents as the Council may specify) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities |
| Standard Terms | in accordance with the reasonable requirements of the Council in consultation with the Management Company to include:<br>- the transfer of the freehold estate of the Unallocated Land Unencumbered with full title guarantee<br>- for a sum not exceeding £1 (one pound)<br>- with the benefit of all necessary rights and easements and with vacant possession<br>- subject to a restriction on the future use of the Unallocated Land for recreational and amenity |

| | |
|---|---|
| | purposes<br>- an obligation to maintain the Unallocated Land to a standard suitable for use as amenity land<br>- a requirement that the Management Company's conveyancing fees and disbursements are paid for by the Owner |
| "Unallocated Land" | means any land within the Site which is not allocated to an individual purchaser as shown coloured green on Plan 2 |
| "Unencumbered" | Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Unallocated Land as amenity space and all encumbrances which might result in additional cost or liability to the Management Company not normally associated with the use of the Amenity Land |

The Owner hereby covenants with the Council as follows:

1. Unallocated Land

1.1 To layout and provide the Unallocated Land to the reasonable satisfaction of the Council

1.2 To thereafter maintain the Unallocated Land Unencumbered to a standard suitable for use as approved by the Nominated Officer (acting reasonably) and not to use the Unallocated Land for any purpose other than amenity land for the use of residents of the Dwellings

1.3 Not to Occupy more than 80% of the Dwellings until:

a) i) the Management Company has been created to the satisfaction of the Council; and

ii) the memorandum and articles of association and the form of transfer of the Unallocated Land to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and

b) the Unallocated Land has been laid out and provided to the Council's reasonable satisfaction and transferred to the Management Company subject to the Standard Terms.

2. OFF-SITE OPEN SPACE CONTRIBUTION

Not to Occupy more than 50% of the Dwellings until the Off-Site Open Space Contribution has been paid to the Council

Part 2

Council Obligations

The Council covenants with the Owner as follows:

2.1 In relation to any Off-Site Open Space Contribution to hold the contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 5 years of receipt of the total amount of the relevant contribution (or in the case of green infrastructure within 10 years of receipt) to repay the unspent balance to the payer together with any interest accrued.

Part 3

**Off-site Open Space Contributions**

Table 1 – Cost per Dwelling for Green Infrastructure land purchase

| Property | Green Infrastructure |
|---|---|
| 1 bed | £689 |
| 2 bed | £919 |
| 3 bed | £1,148 |
| 4 bed | £1,378 |
| 5 + bed | £1,607 |

Table 2 – Cost per Dwelling for equipping children's play space and green infrastructure

| Property | Play | Green Infrastructure |
|---|---|---|
| 1 bed | £102 | £493 |
| 2 bed | £137 | £657 |
| 3 bed | £170 | £821 |
| 4 bed | £204 | £985 |
| 5+ bed | £238 | £1,149 |

Table 3 – Cost per Dwelling for maintenance of children's play space and green infrastructure

| Property | Play | Green Infrastructure |
|---|---|---|
| 1 bed | £34 | £290 |
| 2 bed | £47 | £388 |
| 3 bed | £59 | £485 |
| 4 bed | £70 | £581 |
| 5+ bed | £83 | £679 |

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

THE COMMON SEAL OF Broadland District Council )
was affixed in the presence of: )

7825

Authorised Signatory:

EXECUTED AS A DEED by )
Postwick Hall Farm Limited )
in the presence of: )

CHARLES BRACEY

Director:

~~Director/Secretary:~~

BHARGAV TRIVEDI
SOLICITOR

BIRKETTS LLP
Kingfisher House
1 Gilders Way
Norwich NR3 1UB

Signed as a deed by )
as attorney of Barclays Bank PLC )
in the presence of: )

Michelle Gittos

Witness signature:

Witness name: KAREN SUSAN HUGGETTS

Witness address:

BARCLAYS BANK PLC
LOANS OPERATIONS
PO BOX 299
BIRMINGHAM B1 3XF

| Business Banking ORC | INITIALS | DATE |
|---|---|---|
| | HS) | |

By this POWER OF ATTORNEY made by deed on 18 May 2017 (the "Deed"), we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

I certify that this is a true and complete copy of the original

FOR BARCLAYS BANK PLC
Name CHRISTINA ANNA WILLINGTO
Job Title Analyst 3
Date 06 October 2017

Michelle Gittus
Collateral Controls Manager
Credit Product Operations
One Snowhill
Queensway
Birmingham
B4 6GN

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or

2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or

3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or

4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Credit Product Operations.

This Deed shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Deed shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

.....

Assistant Secretary
Authorised Sealing Officer