

Dated 30th November 2017

Broadland District Council
-and-
Brian Robert Mallett and Neelam Sultan

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land at 49A Damgate Street, Acle, Norfolk

THIS DEED is dated

30th November

2017

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR7 0DU (referred to as "the Council")
- (2) BRIAN ROBERT MALLETT and NEELAM SULTAN both of 49A Damgate Street, Acle, Norfolk NR13 3DJ (referred to as "the Owners")

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 Owners have applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) The Owners own the freehold of 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: site clearance demolition archaeological investigations ground surveys removal of contamination

erection of temporary fences
and "Commence" and 'Commenced' will be
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
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 and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The planning permission to be granted by the Council for the erection of a self-build replacement dwelling and the retention of an existing garage and allocated reference number 20171123 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 replacement permission for the Development

Plan	The plan attached to this Deed at Schedule 1
Site	The land known as 49A Damgate Street, Acle, Norfolk NR13 3DJ and registered at H M Land Registry under title number NK466554 shown edged red on the Plan
The 2014 Permission	<p>The planning permission granted on 4th August 2014 under reference 20140935 for</p> <ul style="list-style-type: none"> a) the sub division of the garden and an extension to an existing annexe to form a separate dwelling and b) the erection of a detached garage <p>on the Site</p>
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

3. COVENANTS

- 3.1 The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest)
- 4.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services

- 4.4 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be Invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 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
- 4.8 The Owners confirm and agree that for the purposes of this Deed the 2014 Permission has been Commenced in that at the date hereof condition numbered 3 of the 2014 Permission has been complied with namely the provision of a visibility splay in accordance with the details indicated on the approved plans forming part of the 2014 Permission ("the Existing 2014 Permission Works")

5. DISPUTES

- 5.1 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
- 5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. NOTIFICATIONS

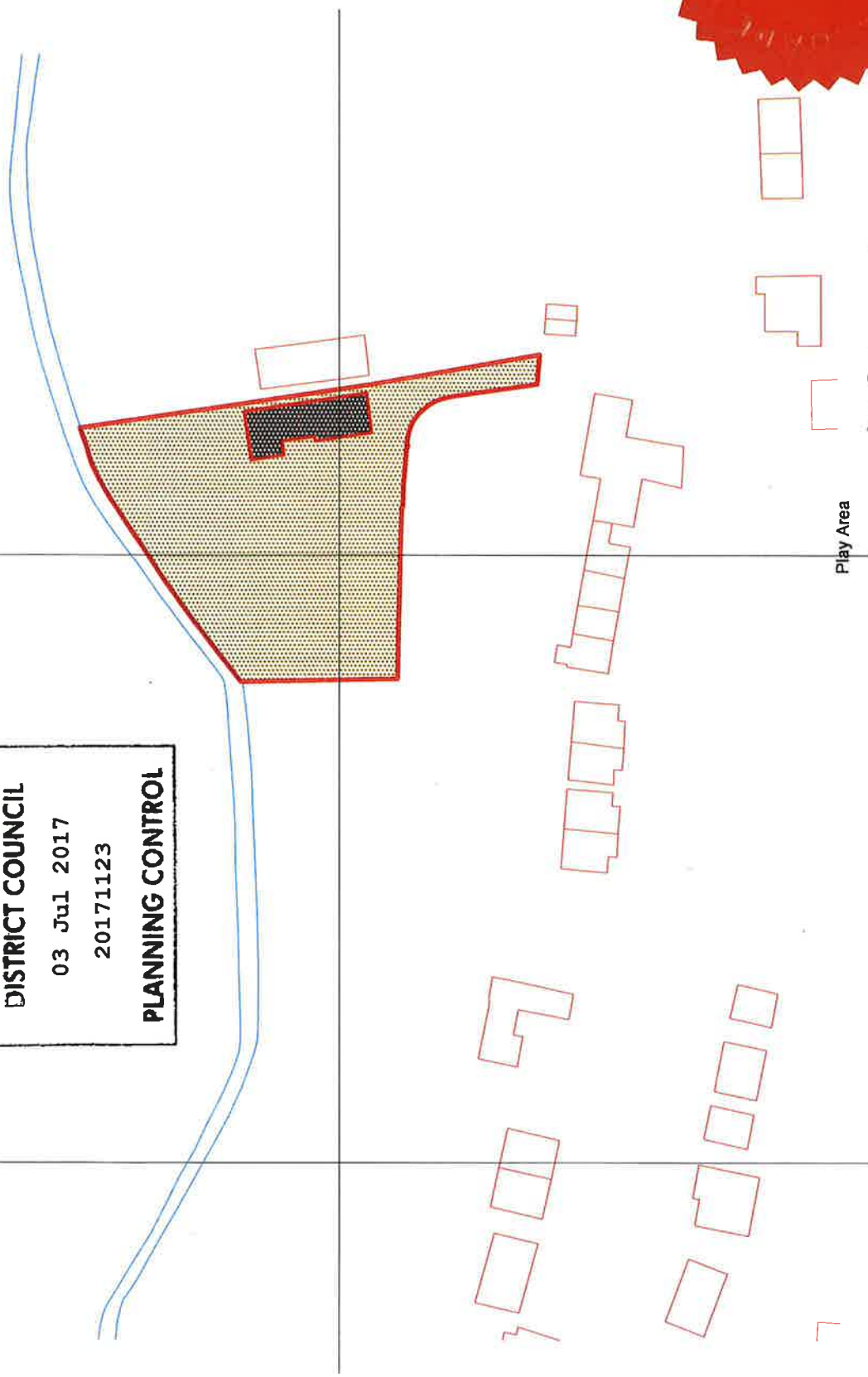
- 6.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received
- 6.2 If the Owners dispose of their interest in all or part of the Site they 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

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

Schedule 1

The Plan

**BROADLAND
DISTRICT COUNCIL**
03 Jul 2017
201711123
PLANNING CONTROL



Play Area

M. Mallett

Head of Democratic Services and
Monitoring Officer



DRAWING TITLE		PROJECT TITLE	SCALE
LOCATION PLAN		49a DAMGATE LANE ACLE NR13 3DJ	A4 3 11000
PROJECT STAGE		CLIENT:	ISSUE DATE
PLANNING		M. B MALLETT & Mrs. N SULTAN	21 JUNE 2017
			DRAWING NO
			43,201

T E R R A F I R M A
ARCHITECTURE

RIBA CHARTERED PRACTICE
SUTHER GLOUSE, WORTHING, SUSSEX, BN9 1PG GREAT BRITAIN
T: 01323 814545 F: 01323 814546 E: info@terrafirm.co.uk

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Schedule 2

The Owners covenants with the Council

The Owners hereby covenant and agree with the Council as follows:

1. that with effect from the date hereof no further development under the Act beyond the Existing 2014 Permission Works will be carried out in accordance with and under the provisions of the 2014 Permission
- 2 that they will not make any claim for compensation against the Council pursuant to the provisions of this Schedule 2

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

)
)



M. Mallett

Head of Democratic Services and
Monitoring Officer

Authorised Signatory:

EXECUTED AS A DEED by
Brian Robert Mallett
in the presence of:

B. R. Mallett

) *Amenda L. Day*

signature of witness

Al. Day


name of witness

Amenda L. Day

Address of witness

*69 Cozens Road
Norwich
NR1 1JP*

EXECUTED AS A DEED by
Neelam Sultan
in the presence of:

) 
) Amanda L. Day.

signature of witness

Ah Day.

name of witness

Amanda L. Day.

Address of witness

69 Cozens Road.
Norwich
NA1 1JP

