

Dated 19 December 2018

BROADLAND DISTRICT COUNCIL

-AND-

RONALD LLOYD EDWARD DAWSON AND BRENDA DAWSON

- AND -

PPAP INVESTMENTS LIMITED

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

relating to land at Dawson's Lane, Blofield NR13 4SB

THIS DEED is dated

19th December

2018

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council")
- (2) **RONALD LLOYD EDWARD DAWSON** and **BRENDA DAWSON** of Ronenda, 80 Blofield Corner Road, Blofield Heath, Norwich NR13 4SA (referred to as "the Owners")
- (3) **PPAP INVESTMENTS LIMITED** (Company Registration Number: 09526207) whose registered office is at Bryn House, Beech Road, Wroxham, Norwich NR12 8TP (referred to as "the Developer")

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 Council refused the Application on 29 March 2018.
- (C) The Developer has submitted the Appeal and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (D) The Owners own the freehold of the land registered at the Land Registry under title number NK407384. Part of this land forms the Site.
- (E) The Developer has an option agreement dated 12 December 2017 to purchase the Site from the Owners.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
Appeal	The planning appeal submitted to the Secretary of State for the Ministry of Housing, Communities and Local Government following the refusal of the Application by the Council which has been given appeal reference APP/K2610/W/18/3205832
Application	The application for outline planning permission with all matters reserved which was received by the Council on 20 November 2017 for the Development and allocated reference number 20172032
CIL Regulations	The Community Infrastructure Regulations 2010 (as amended)
CIL Tests	Means the tests set out in paragraph 56 of the National Planning Policy Framework dated July 2018 and Regulation 122(2) of the CIL Regulations
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
temporary display of site notices and/or
advertisements which are related to the
Development
and 'Commence' and 'Commenced' will be
construed accordingly

Development The Development of the Site for the residential
development of eight (8) detached Dwellings in
accordance with the Permission

Dwelling A dwelling to be built on the Site as part of the
Development and "Dwellings" shall be construed
accordingly

Nominated Officer The senior officer of the Council responsible for
development management or other officer of the
Council notified to the Owners

Index Linked Index linked from January 2018 until the date any
payment referred to in this Deed is made, such
index linking being equivalent to any change in the
Retail Price Index (All Items) published by the Office
for National Statistics (or if such indices cease to be
published, another index notified to the Owners by
the Nominated Officer)

Inspector the Inspector appointed by the Secretary of State for
Housing, Communities and Local Government to
determine the Appeal

Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> construction internal and external refurbishment decoration fitting-out marketing security operations <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
Permission	<p>Means the planning permission that may be granted by the Secretary of State for Housing, Communities and Local Government or the Inspector pursuant to the Appeal 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</p>
Plan	<p>The plan attached to this Deed at Schedule 1</p>
Site	<p>The land known as land at Dawson's Lane, Blofield NR13 4SB which forms part of the land registered at H M Land Registry under title number NK407384 shown edged red for identification purposes only on the Plan</p>
Trigger	<p>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</p>

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
- 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 its 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 , 6, 8, 9 and 10
which shall come into effect immediately upon the completion of this Deed

4. COVENANTS

- 4.1 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
- 4.2 The Council covenants with the Owners to comply with their respective requirements contained in this Deed

5. OTHER PROVISIONS

- 5.1 No person will be liable for any breach 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
- 5.2 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
- 5.3 Save for the obligations contained in Schedule 3 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

5.3.1 individual purchasers, owners, occupiers or lessees of any Dwellings

constructed on the Site pursuant to the Permission or their mortgagees or chargees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; or

5.3.2 any statutory undertaker or other authorised person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or any other services in connection with the Development of the Site

5.4 On completion the Developer will pay the Council's reasonable legal costs 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 remaining provisions

5.7 No waiver, express or implied, by the Council or the Owners or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners or the Developer (if appropriate) from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default

5.8 This Deed shall be registrable as a local land charge by the Council

5.9 Following the performance of all of the obligations contained in this Deed (or should this Deed cease to have effect) the Council shall on request effect the cancellation of all entries made in the Register of Local Land Charges in

respect of this Deed

- 5.10 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires before the Commencement of Development
- 5.11 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
- 5.12 Where an agreement or approval consent or expression of satisfaction or a subsequent deed is required or sought by the Owners or the Developer from the Council under the terms of this Deed such agreement or approval or consent or expression of satisfaction or a subsequent deed shall not be unreasonably withheld or delayed
- 5.13 Any obligation contained in this Deed shall not apply and not have any force nor effect if the Secretary of State for Housing, Communities and Local Government or the Inspector finds in his/her decision that a particular obligation or part thereof is not in accordance with the CIL Tests or Regulation 123 of the CIL Regulations (as to pooling or otherwise) or should the Inspector find in his/her decision that a particular contribution as defined in this Deed or payment obligations should be amended so as to ensure compliance with the CIL Tests (whether in terms of amount, description, triggers or delivery) such contribution and obligation in this Deed shall be treated as amended in accordance with the Inspector's decision

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 recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received and the Developer hereby gives notice pursuant to this Clause that unless written notification of another address has been received its address for service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich NR3 1RG (ref: PJW/JZC/227685.1).

- 8.2 The Owners will notify the Nominated Officer in writing of the relevant
- 8.2.1 anticipated Triggers seven days in advance of each anticipated date
 - 8.2.2 actual Triggers within seven days of each actual date

- 8.3 If the Owners dispose 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 Owners shall not be required to give such notice when disposing of any of the Dwellings for their occupation as a residential dwelling constructed pursuant to the Permission

9. JURISDICTION

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

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 1

Plan

A.E. Dawson
B.M. Dawson
M. Mure



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 Fusion 13 (Design & Energy) Limited
 Company no. 8475924 registered in England and Wales. Registered office: 2c The Courtyard, Main Cross Road, Great Yarmouth NR30 3NZ (No correspondence to be sent to this address).



REV	DATE
PROJECT	
Dawson's Lane Blofield NR13 4SB	
CLIENT	
PPAP Investments Ltd.	
DRAWING TITLE	
Section 106 Plan	
Fusion 13 Architecture Planning Environment +44(0)3333 443013 info@fusion-13.co.uk www.fusion-13.co.uk	
Yorkshire office: Unit 3 Park Farm Courtyard Easthorpe Merton YO17 6QX Norfolk office: 9 Pines Street Norwich NR3 4Z	
SCALE	DATE
1:1250 @ A3	Feb 2018
JOB NO.	DRAWING NO.
A419	010
DRAWN	REV
1,2	

SCHEDULE 2

The Off Site Open Space and Green Infrastructure Contribution

Part 1

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

Off Site Open Space Contribution	Means a sum to be calculated in accordance with Part 2 of this Schedule 2 and Index Linked and applied towards the provision refurbishment and or improvement and or maintenance of recreational facilities and play facilities at Heathlands Community & Social Club in Blofield Heath
Green Infrastructure Contribution	Means a sum to be calculated in accordance with Part 3 of this Schedule 2 and Index Linked and applied towards green infrastructure projects in Blofield Heath and allotments at Yarmouth Road

The Owners hereby covenant with the Council:

1. To pay the Off Site Open Space Contribution to the Council prior to the Occupation of 75% of the Dwellings
2. To pay the Green Infrastructure Contribution to the Council prior to the Occupation of 75% of the Dwellings

Part 2

Purchase of Off Site Open Space

Land purchase

Property	Sports	Play	Allotments	Total
1 bed	£289	£59	£28	£376
2 bed	£386	£78	£37	£501
3 bed	£482	£98	£46	£626
4 bed	£579	£117	£55	£751
5 + bed	£675	£137	£64	£876

Equipping of Off Site Open Space

Equipping

Property	Sports	Play	Allotments	Total
1 bed	£331	£102	£17	£450
2 bed	£442	£137	£22	£601
3 bed	£552	£170	£28	£750
4 bed	£662	£204	£33	£899
5 + bed	£774	£238	£39	£1051

Maintenance of Off-Site Open Space

Maintenance

Property	Sports	Play	Total
1 bed	£348	£34	£382
2 bed	£464	£47	£511
3 bed	£579	£59	£638
4 bed	£695	£70	£765
5 + bed	£812	£83	£895

Part 3

Purchase of Green Infrastructure

Land purchase

Property	Green Infrastructure
1 bed	£689
2 bed	£919
3 bed	£1148
4 bed	£1378
5 + bed	£1607

Equipping of Green Infrastructure

Equipping

Property	Green Infrastructure
1 bed	£493
2 bed	£657
3 bed	£821
4 bed	£985
5 + bed	£1149

Maintenance of Green Infrastructure

Maintenance

Property	Green Infrastructure
1 bed	£290
2 bed	£388
3 bed	£485
4 bed	£581
5 + bed	£679

SCHEDULE 3

Affordable Housing

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

Part 1

"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 Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market
"Affordable Housing Mix"	In the event that two Affordable Dwellings are to be provided on the Site as part of the Development pursuant to the Affordable Housing Provision 50% Affordable Housing for Rent and 50% Intermediate Housing and in the event that more than two Affordable Dwellings are to be provided on the Site as part of the Development pursuant to the Affordable Housing Provision 66% Affordable Housing for Rent and 33% Intermediate Housing (with numbers rounded, upwards from 0.5) (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	unless otherwise agreed in writing with the Council in its absolute discretion this shall mean the construction and provision of either: (a) 33% of the total number of Dwellings on the Site in accordance with the Affordable Housing

	<p>Mix;</p> <p>(b) or in the event the Secretary of State or the Inspector determines pursuant to the Appeal and finds in his / her decision letter that the amount of Affordable Housing that should be provided as part of the Development should be 28% of the Dwellings to enable the grant of Permission then 28% of the total number of Dwellings on the Site in accordance with the Affordable Housing Mix</p>
"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; - full details of the design 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; - 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 agreed by the

	<p>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 to be 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</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</p>

	AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership 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
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	one or more of Shared Equity Dwellings Shared Ownership Dwellings Rent to Buy or other low cost homes for sale (at a price equivalent to at least 20% below local market value) or as otherwise agreed by the Council
"NPPF"	The National Planning Policy Framework published in July 2018
"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: (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
"Rent to Buy"	means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase during that period
"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

	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"	<p>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:</p> <ul style="list-style-type: none"> - not more than 50% 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 Owners hereby covenant 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 Occupy more than the first Open Market Dwelling until an exchanged contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or where the Council has agreed that the Affordable Dwellings may be disposed of to owner-occupiers this obligation shall not apply
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to offer for sale any Intermediate Housing (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
- 1.5 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 made available for sale to individual plot owners where appropriate and set out in the Approved Affordable Housing Scheme, 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

1.6 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 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 or other form of Intermediate Housing

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)

1.7 To comply with the requirements of the Local Lettings Policy at Part 2 of this Schedule

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 Housing for Rent (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 Blofield.
 - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Blofield; 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 Blofield 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 allocations.

Administrative Procedure for Nominations

- 1 To grant to the Council nomination rights to 100% of any Affordable Housing for Rent unless otherwise agreed in writing.
- 2 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy as amended from time to time, or in accordance with alternative procedures as the Council and the Owners shall agree between them

SCHEDULE 4

The Council's covenants

The Council hereby covenants with the Owners as follows:

1. To hold the Off Site Open Space Contribution received under this Deed and apply the same towards the purposes for which it was paid and in the event that any contribution has not been spent or expended (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 5 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with interest at the Bank of England base rate from time to time for the period from the date of payment to the date of refund.
2. To hold the Green Infrastructure Contribution received under this Deed and apply the same towards the purposes for which it was paid and in the event that any contribution has not been spent or expended (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with interest at the Bank of England base rate from time to time for the period from the date of payment to the date of refund.
3. The Council shall within 56 days of written request provide to the Owners the details of the expenditure of any contribution paid to it under this Deed
4. At the written request of the Owners the Council shall provide written confirmation of the discharge of any or all of the obligations (as appropriate) contained in this Deed when satisfied that such obligations have been performed

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

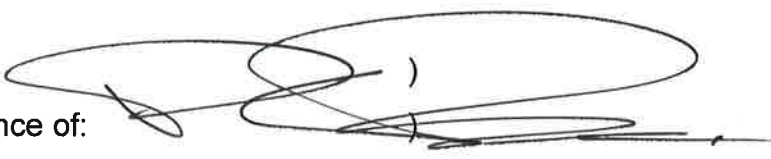
THE COMMON SEAL OF Broadland District Council)
was affixed in the presence of)




Authorised Signatory:

Head of Democratic Services and
Monitoring Officer

MARTIN THROWER

PPAP Investments Limited)
Acting by a director in the presence of: 

Director: _____

Witness Name: JAMIE CHILDS

Witness Address: FLINT BUILDINGS

1 REDDING LANE

NORWICH NR3 1RG

Witness Signature: 

SIGNED AS A DEED by
Ronald Lloyd Edward Dawson
In the presence of:

)
) RLE Dawson

Signature of witness



Name of witness JAMIE CHILDS

Address of witness

FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG

SIGNED AS A DEED by
Brenda Dawson
In the presence of:

)
) B.M. Dawson

Signature of witness



Name of witness JAMIE CHILDS

Address of witness

FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG