

THIS AGREEMENT is made the Third day of July 1991
One Thousand Nine Hundred and Ninety-Two BETWEEN BROADLAND
DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St.
Andrew in the County of Norfolk (hereinafter called "the
Council") of the one part and WHERRY HOUSING ASSOCIATION
LIMITED whose Registered Office is situate at Wherry House
300 St. Faiths Road Old Catton in the County of Norfolk
(hereinafter called "the Owner") of the other part

WHEREAS:-

- (1) The obligations imposed by this Deed are both planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 and covenants for the purposes of Section 609 of the Housing Act, 1985
- (2) The Council is the Local Planning Authority and the Local Housing Authority by whom these obligations are enforceable
- (3) The Owner is seised in fee simple absolute in possession of (inter alia) the land shown for identification purposes only edged red on the plan annexed hereto situate off Nash Road Felthorpe in the County of Norfolk (hereinafter called "the Land") subject to the matters contained in the Charges Register of Title Number NK.118599 but otherwise free from incumbrances
- (4) The Owner has applied to the Council under reference number 91.1492 for planning permission for the development of (inter alia) the Land
- (5) The planning permission sought under application number 91.1492 will only be granted pursuant to the Council's Policy on Affordable Housing approved in July, 1991

(6) The Council and the Owner have agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this agreement pursuant to the said Section 106 and the said Section 609

NOW THIS DEED WITNESSETH as follows:-

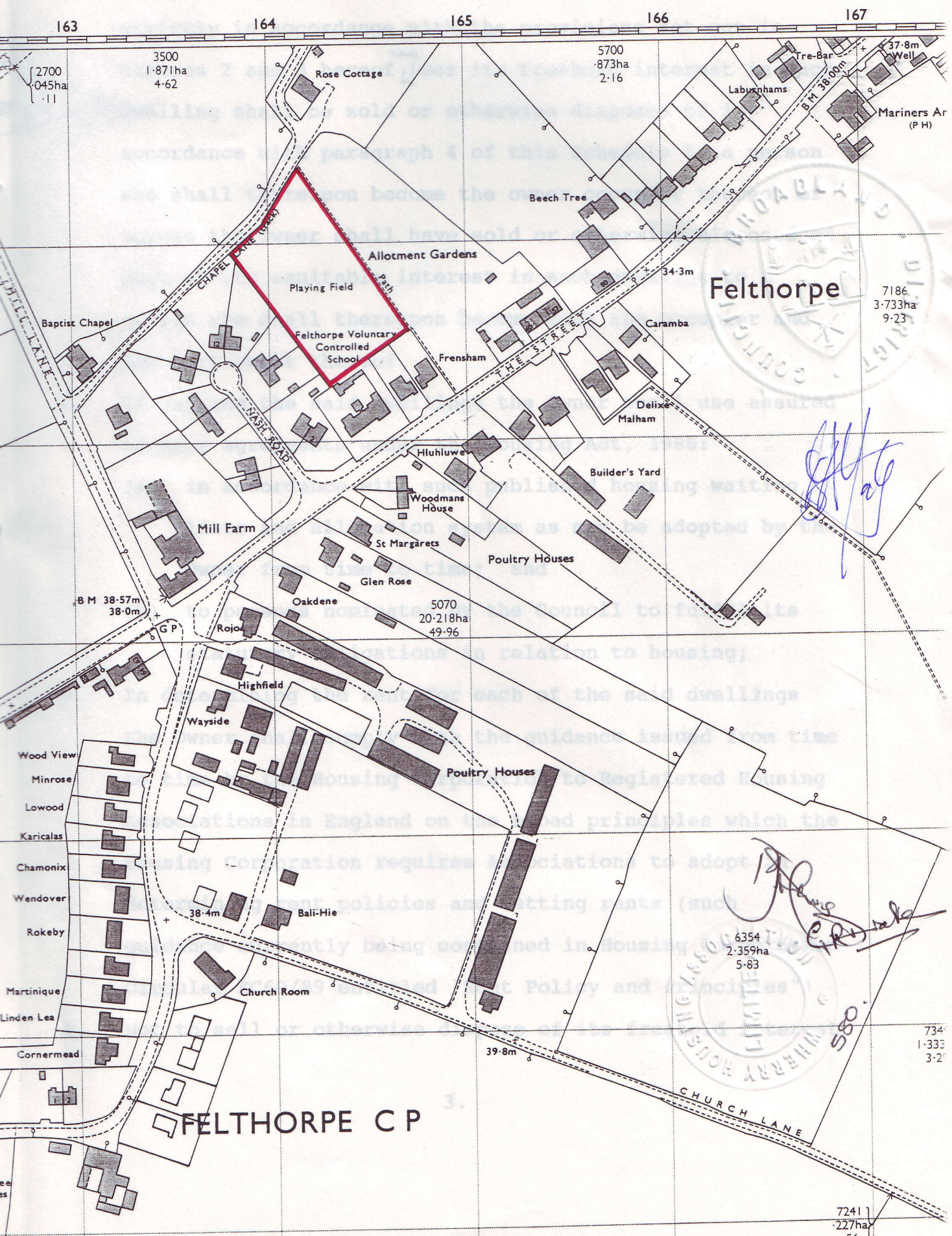
1. SUBJECT to planning permission being granted in consequence of application number 91.1492 and pursuant to the said Section 106 and the said Section 609 the Owner hereby AGREES DECLARES AND COVENANTS for itself and its successors in title with the Council that from the date on which the aforesaid planning permission shall be granted the Land shall be permanently subject to the obligations specified in the Schedule hereto

2. THE expressions "the Council" and "the Owner" shall where the context so admits include their respective successors in Title and assigns

3. THIS Agreement shall unless the context so requires be construed on the basis that any reference to an Act or any section of an Act shall be deemed to include any amendment modification consolidation or re-enactment thereof and any statutory instrument made thereunder for the time being in force

4. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written



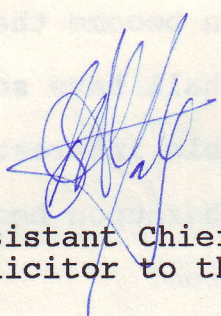
THE SCHEDULE referred to:-

1. Not to permit the occupation of any of the dwellings permitted by the said planning permission otherwise than strictly in accordance with the provisions set out in Clauses 2 and 3 hereof ^{un}less its freehold interest in such dwelling shall be sold or otherwise disposed of in accordance with paragraph 4 of this Schedule to a person who shall thereupon become the owner occupier thereof or unless the Owner shall have sold or otherwise disposed of part of its equitable interest in such dwelling to a person who shall thereupon become both the occupier and the part owner thereof
2. In letting the said dwellings the Owner shall use assured tenancy agreements under the Housing Act, 1988:
 - (a) in accordance with such published housing waiting lists and allocation system as may be adopted by the Owner from time to time; and
 - (b) to persons nominated by the Council to fulfil its statutory obligations in relation to housing;
3. In determining the rent for each of the said dwellings the Owner shall comply with the guidance issued from time to time by the Housing Corporation to Registered Housing Associations in England on the broad principles which the Housing Corporation requires Associations to adopt in determining rent policies and setting rents (such guidance currently being contained in Housing Corporation Circular EC60/89 entitled "Rent Policy and Principles")
4. Not to sell or otherwise dispose of its freehold interest

in the Land or any part thereof without the consent of
the Housing Corporation in accordance with Section 9 of
the Housing Associations Act 1985 or the General Consent
1990

THE COMMON SEAL of BROADLAND)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)




Assistant Chief Executive and
Solicitor to the Council

THE COMMON SEAL of WHERRY HOUSING)
ASSOCIATION LIMITED was hereunto)
affixed in the presence of:-)



Committee Member: 

Secretary: 

DATED

3rd July

1992

BROADLAND DISTRICT COUNCIL

and

WHERRY HOUSING ASSOCIATION
LIMITED

PLANNING AGREEMENT

under Section 106 of the Town & Country Planning Act 1990 and Section 609 of The Housing Act, 1985 relating to Land off Nash Road, Felthorpe, Norfolk.

B.A.Yates,
Director of Administration,
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.

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