

THIS AGREEMENT is made the fourteenth day of April One thousand nine hundred and ninety four 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:-

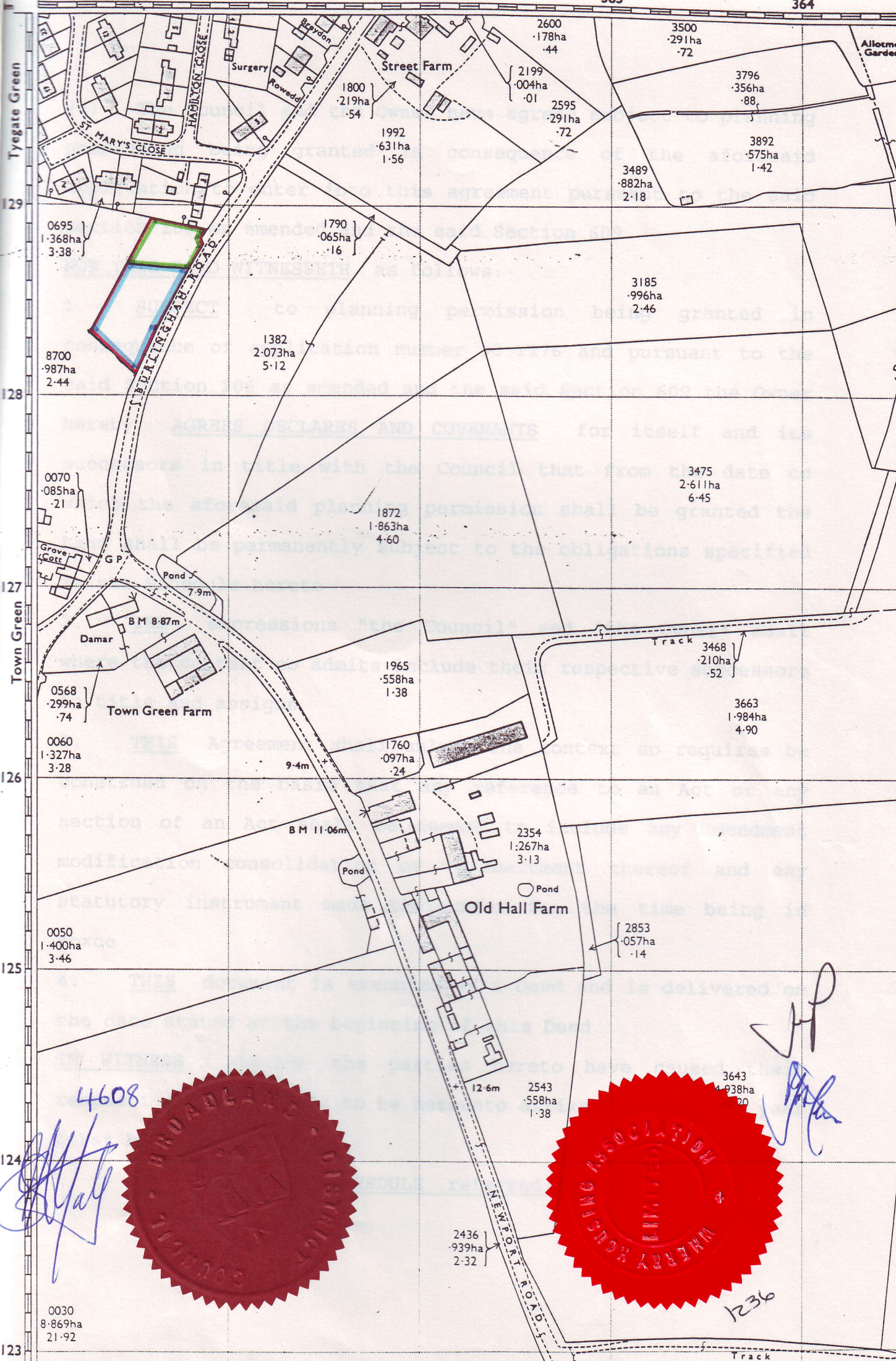
(1) The obligations imposed by this Deed are both planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 and covenants for the purposes of Section 609 of the Housing Act 1985

(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 the land shown for identification purposes only edged red on the plan annexed hereto (hereinafter called "the Plan") situate off Burlingham Road South Walsham in the County of Norfolk (hereinafter called "the Land") subject to the matters contained in the Transfer of the Land to the Owner but otherwise free from incumbrances

(4) The Owner has applied to the Council under reference number 93.1276 for planning permission for the development of that part of the Land shown edged blue on the Plan

(5) The planning permission sought under application number 93.1276 will only be granted pursuant to the Council's Policy on Affordable Housing approved in July 1991



4608



Handwritten signatures and initials in blue ink.

1236

(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 as amended and the said Section 609

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 93.1276 and pursuant to the said Section 106 as amended 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 use the land shown edged green on the Plan for any purpose other than use as open space amenity or recreational
2. 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 3 and 4 hereof
3. 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;
 - (b) To persons nominated by the Council to fulfil its statutory obligations in relation to housing;
 - (c) To a person or persons who at the time the dwelling in question becomes available is or are:-
 - (i) A resident of; or
 - (ii) A former resident of; or
 - (iii) Have close family connections in; or
 - (iv) Have full time employment in
 - (a) South Walsham or surrounding villages but if after reasonable enquiry no such person can be found who wishes to take a tenancy at the time the dwelling in question becomes available, then
 - (b) In the administrative district of Broadland District Council but if after reasonable enquiry no such person can be found who wishes to take a tenancy at such time, then

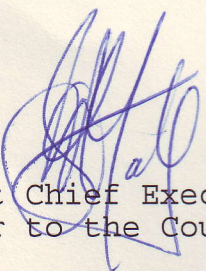
(c) Elsewhere

4. 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")
5. 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:-)

4608




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:

