

58043

DATED

11th January 2019

2018

BROADLAND DISTRICT COUNCIL

and

NORFOLK COUNTY COUNCIL

and

PERSIMMON HOMES LIMITED

and

SAGE HOUSING LIMITED

DEED OF VARIATION

Pursuant to Section 106A of the

Town and Country Planning Act 1990 (as amended)

relating to

LAND AT WHITE HOUSE FARM, BLUE BOAR LANE, SPROWSTON, NORFOLK

Planning Application Ref: 20080367

Devonshires Solicitors

30 Finsbury Circus

London

EC2M 7DT

Tel: 0207 628 7576

Ref: TXM.SAG5.48

THIS DEED of VARIATION is made on the 11th of January 2019
2018-
BETWEEN

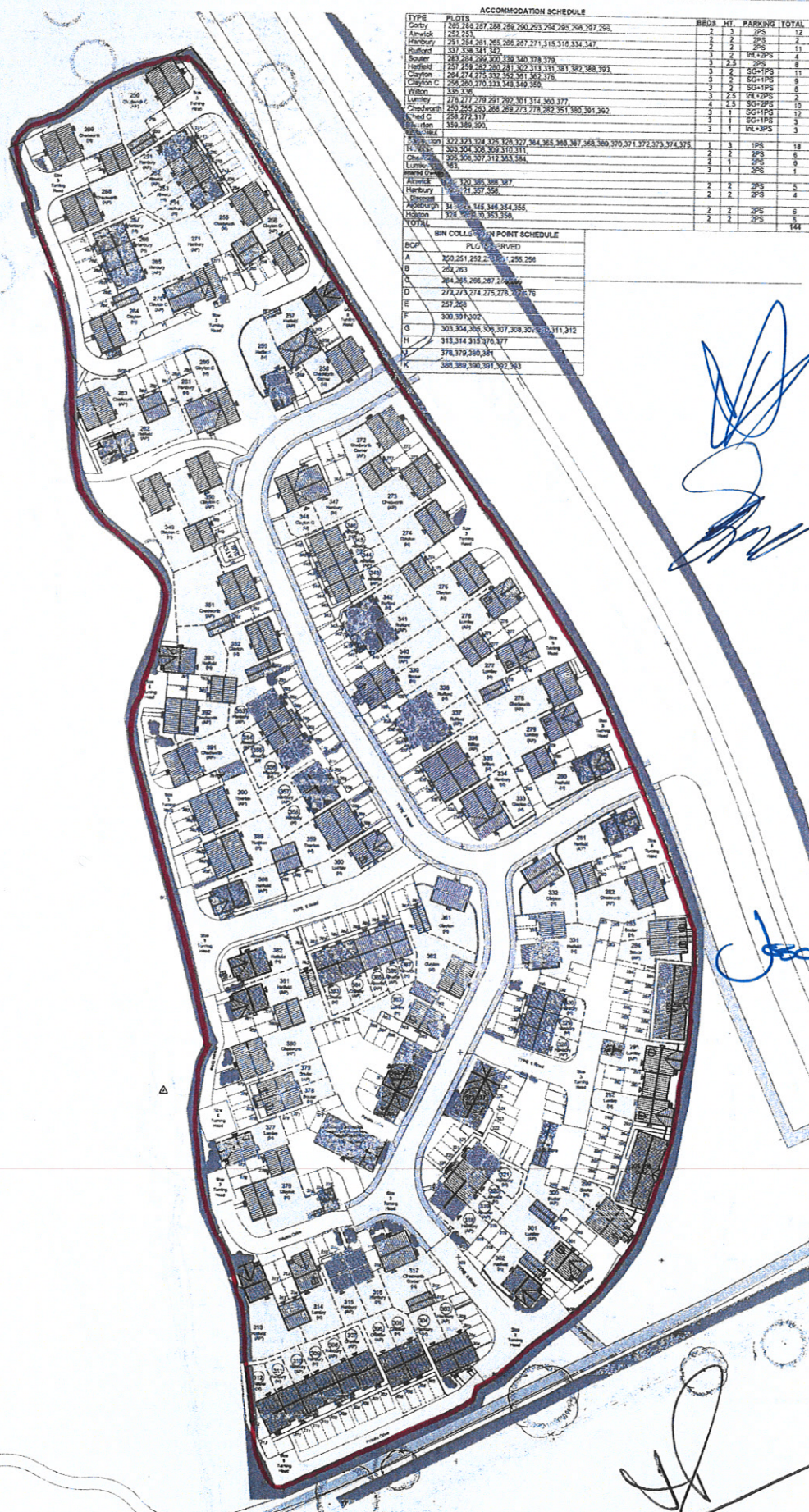
- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU ("the District Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich NR1 2DH ("the County Council")
- (3) **PERSIMMON HOMES LIMITED** (Co. Regn. No. 04108747) of Persimmon House, Fulford, York, YO19 4FE ("the Owner")
- (4) **SAGE HOUSING LIMITED** (Company Number 05489096 and Registered Provider Number 4636) whose registered office is at 4th Floor Manning House, 22 Carlisle Place, London, SW1P 1JA ("Sage");

WHEREAS

1. The District Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and are the authorities by whom the planning obligations contained in this Deed are enforceable.
2. The Owner and Sage are the registered proprietor of the Parcels.
3. By a Transfer (of land within Parcel 3) dated 29 June 2018 and an Agreement for Sale (in respect of land within Parcel 4) dated 2018, Sage acquired an interest in the Parcels.
4. The Owner and Sage have requested that the Original Agreement is varied in respect of the Parcels (only) by the terms of this Agreement. The remainder of the Site will remain bound by the terms as set out in the Original Agreement.
5. The District Council considers it expedient and in the interests of the proper planning of its area and having regard to its statutory function that this Agreement which is a supplemental agreement to the Original Agreement be entered into for the purpose of securing satisfactory arrangements for the development of the Property.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

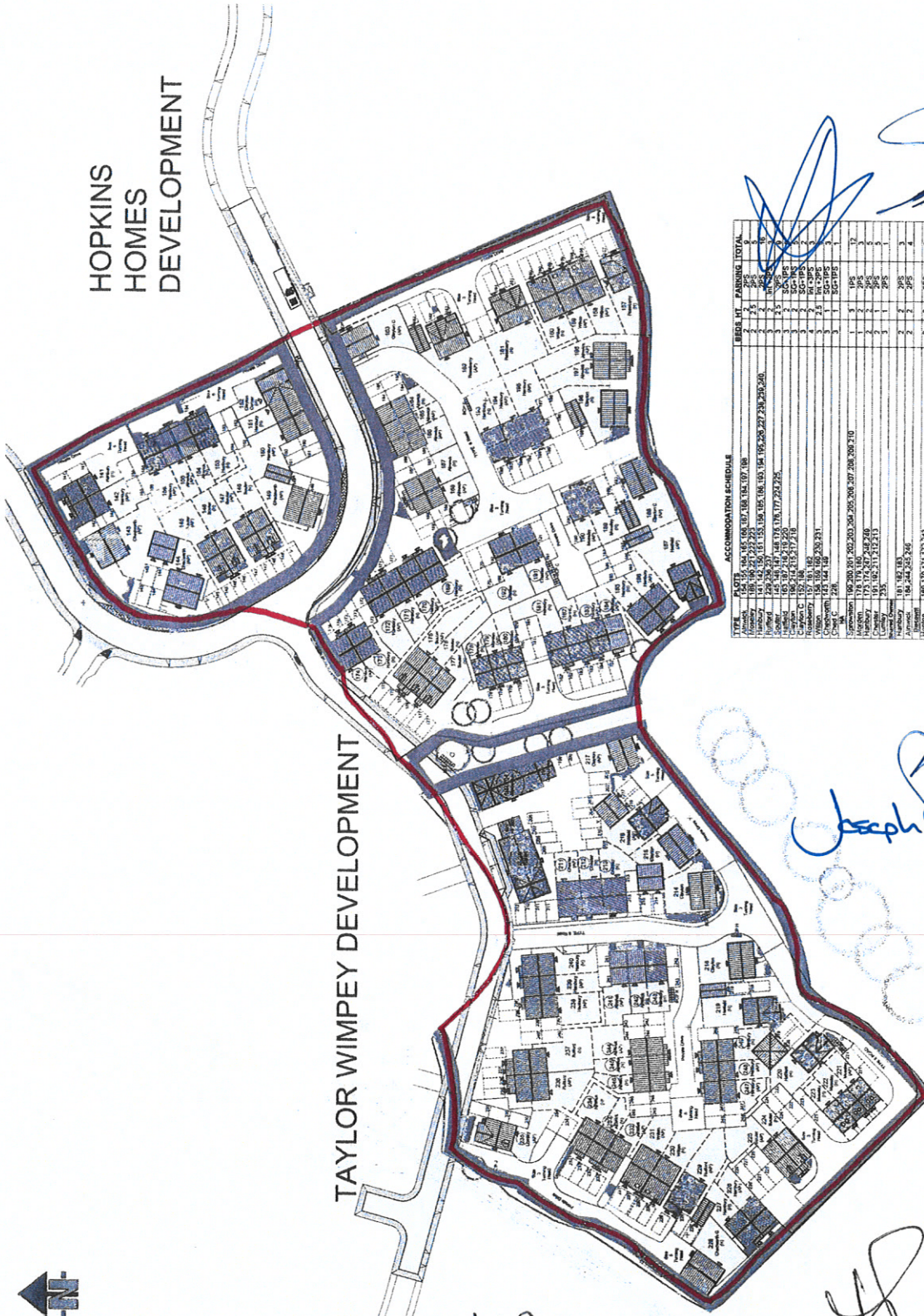


| ACCOMMODATION SCHEDULE | | | | | | | | | |
|------------------------|---|------|----|---------|-------|--|--|--|--|
| TYPE | PLOTS | BEDS | HT | PARKING | TOTAL | | | | |
| Conty | 285 286 287 288 289 290 291 292 293 294 295 296 297 298 | 2 | 2 | 2 | 12 | | | | |
| Ample | 299 300 301 302 303 304 305 306 307 308 309 310 311 312 | 2 | 2 | 2 | 12 | | | | |
| Harbour | 313 314 315 316 317 318 319 320 321 322 323 324 325 326 | 2 | 2 | 2 | 12 | | | | |
| Rufford | 327 328 329 330 331 332 333 334 335 336 337 338 339 340 | 2 | 2 | 2 | 12 | | | | |
| Seaton | 341 342 343 344 345 346 347 348 349 350 351 352 353 354 | 2 | 2 | 2 | 12 | | | | |
| Harfield | 355 356 357 358 359 360 361 362 363 364 365 366 367 368 | 2 | 2 | 2 | 12 | | | | |
| Clayton | 369 370 371 372 373 374 375 376 377 378 379 380 381 382 | 2 | 2 | 2 | 12 | | | | |
| Clayton C | 383 384 385 386 387 388 389 390 391 392 393 394 395 396 | 2 | 2 | 2 | 12 | | | | |
| Wilson | 397 398 399 400 401 402 403 404 405 406 407 408 409 410 | 2 | 2 | 2 | 12 | | | | |
| Lumley | 411 412 413 414 415 416 417 418 419 420 421 422 423 424 | 2 | 2 | 2 | 12 | | | | |
| Pharadon | 425 426 427 428 429 430 431 432 433 434 435 436 437 438 | 2 | 2 | 2 | 12 | | | | |
| Red C | 439 440 441 442 443 444 445 446 447 448 449 450 451 452 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 453 454 455 456 457 458 459 460 461 462 463 464 465 466 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 467 468 469 470 471 472 473 474 475 476 477 478 479 480 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 481 482 483 484 485 486 487 488 489 490 491 492 493 494 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 495 496 497 498 499 500 501 502 503 504 505 506 507 508 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 509 510 511 512 513 514 515 516 517 518 519 520 521 522 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 523 524 525 526 527 528 529 530 531 532 533 534 535 536 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 537 538 539 540 541 542 543 544 545 546 547 548 549 550 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 551 552 553 554 555 556 557 558 559 560 561 562 563 564 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 565 566 567 568 569 570 571 572 573 574 575 576 577 578 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 579 580 581 582 583 584 585 586 587 588 589 590 591 592 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 593 594 595 596 597 598 599 600 601 602 603 604 605 606 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 607 608 609 610 611 612 613 614 615 616 617 618 619 620 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 621 622 623 624 625 626 627 628 629 630 631 632 633 634 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 635 636 637 638 639 640 641 642 643 644 645 646 647 648 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 649 650 651 652 653 654 655 656 657 658 659 660 661 662 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 663 664 665 666 667 668 669 670 671 672 673 674 675 676 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 677 678 679 680 681 682 683 684 685 686 687 688 689 690 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 691 692 693 694 695 696 697 698 699 700 701 702 703 704 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 705 706 707 708 709 710 711 712 713 714 715 716 717 718 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 719 720 721 722 723 724 725 726 727 728 729 730 731 732 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 733 734 735 736 737 738 739 740 741 742 743 744 745 746 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 747 748 749 750 751 752 753 754 755 756 757 758 759 760 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 761 762 763 764 765 766 767 768 769 770 771 772 773 774 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 775 776 777 778 779 780 781 782 783 784 785 786 787 788 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 789 790 791 792 793 794 795 796 797 798 799 800 801 802 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 803 804 805 806 807 808 809 810 811 812 813 814 815 816 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 817 818 819 820 821 822 823 824 825 826 827 828 829 830 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 831 832 833 834 835 836 837 838 839 840 841 842 843 844 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 845 846 847 848 849 850 851 852 853 854 855 856 857 858 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 859 860 861 862 863 864 865 866 867 868 869 870 871 872 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 873 874 875 876 877 878 879 880 881 882 883 884 885 886 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 887 888 889 890 891 892 893 894 895 896 897 898 899 900 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 901 902 903 904 905 906 907 908 909 910 911 912 913 914 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 915 916 917 918 919 920 921 922 923 924 925 926 927 928 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 929 930 931 932 933 934 935 936 937 938 939 940 941 942 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 943 944 945 946 947 948 949 950 951 952 953 954 955 956 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 957 958 959 960 961 962 963 964 965 966 967 968 969 970 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 971 972 973 974 975 976 977 978 979 980 981 982 983 984 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 985 986 987 988 989 990 991 992 993 994 995 996 997 998 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1097 1098 1099 1100 1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1293 1294 1295 1296 1297 1298 1299 1300 1301 1302 1303 1304 1305 1306 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1307 1308 1309 1310 1311 1312 1313 1314 1315 1316 1317 1318 1319 1320 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1321 1322 1323 1324 1325 1326 1327 1328 1329 1330 1331 1332 1333 1334 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1335 1336 1337 1338 1339 1340 1341 1342 1343 1344 1345 1346 1347 1348 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1349 1350 1351 1352 1353 1354 1355 1356 1357 1358 1359 1360 1361 1362 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1363 1364 1365 1366 1367 1368 1369 1370 1371 1372 1373 1374 1375 1376 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1377 1378 1379 1380 1381 1382 1383 1384 1385 1386 1387 1388 1389 1390 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1391 1392 1393 1394 1395 1396 1397 1398 1399 1400 1401 1402 1403 1404 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1405 1406 1407 1408 1409 1410 1411 1412 1413 1414 1415 1416 1417 1418 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1419 1420 1421 1422 1423 1424 1425 1426 1427 1428 1429 1430 1431 1432 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1433 1434 1435 1436 1437 1438 1439 1440 1441 1442 1443 1444 1445 1446 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1447 1448 1449 1450 1451 1452 1453 1454 1455 1456 1457 1458 1459 1460 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1461 1462 1463 1464 1465 1466 1467 1468 1469 1470 1471 1472 1473 1474 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1475 1476 1477 1478 1479 1480 1481 1482 1483 1484 1485 1486 1487 1488 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1489 1490 1491 1492 1493 1494 1495 1496 1497 1498 1499 1500 1501 1502 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 | 2 | 2 | 2 | 12 | | | | |
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| Wilton | 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 | 2 | 2 | 2 | 12 | | | | |
| Wilton | 1685 1686 1687 1688 | | | | | | | | |



HOPKINS HOMES DEVELOPMENT

TAYLOR WIMPEY DEVELOPMENT



M. Murre
Head of Democratic Services and Monitoring Officer

| ACCOMMODATION SCHEDULE | |
|------------------------|--------------|
| TYPE | NO. OF PLOTS |
| 1. 1-2 | 1 |
| 2. 2-3 | 1 |
| 3. 3-4 | 1 |
| 4. 4-5 | 1 |
| 5. 5-6 | 1 |
| 6. 6-7 | 1 |
| 7. 7-8 | 1 |
| 8. 8-9 | 1 |
| 9. 9-10 | 1 |
| 10. 10-11 | 1 |
| 11. 11-12 | 1 |
| 12. 12-13 | 1 |
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| 16. 16-17 | 1 |
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| 21. 21-22 | 1 |
| 22. 22-23 | 1 |
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| 27. 27-28 | 1 |
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| 30. 30-31 | 1 |
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| 32. 32-33 | 1 |
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In this Agreement where the context so admits all expressions shall have the meanings given to them by the Original Agreement save that the following expressions shall have the following meanings:-

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|--------------------------|--|
| "Act" | Means the Town and Country Planning Act 1990 |
| "the Original Agreement" | The Agreement under Section 106 of the Act made between (1) the District Council (2) the County Council (3) Peter Willoughby Furnivall and other (3) the Owner (4) Taylor Wimpey UK Limited (5) Hopkins Homes Limited and (6) Barclays Bank Limited and dated 23 May 2011. |
| "Parcels" | The parts of the Land known as parcels 3 and 4 as shown for indicative purposes only edged red on the plans annexed to this Deed. |
| "the Land" | has the same meaning as in the Original Agreement. |

2 CONSTRUCTION OF THIS DEED

- 2.1 The definitions and rules of interpretation in this Clause apply in this Deed.
- 2.2 All references in this Deed to Clauses in the Original Agreement are to Clauses within the Original Agreement.
- 2.3 Clause headings shall not affect the interpretation of this Deed.
- 2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.5 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7 A reference to a party shall include that party's representatives, successors or permitted assigns and in the case of the District Council the successors to its respective statutory functions.
- 2.8 A reference to a statute or statutory provisions is a reference to it as it is in force at the date of this Deed and shall include any subordinate legislation made under the statute or statutory provision.

- 2.9 References to clauses, schedules and plans (unless the context otherwise requires) are to clauses, schedules and plans of this Deed.
- 2.10 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of the individually.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to all powers enabling the parties and in particular Section 106 of the Act and Section 111 of the Local Government Act 1972.
- 3.2 The obligations imposed upon the Owner and Sage by this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council as local planning authorities against the Owner and Sage and their successors in title and assigns and the persons claiming under or through them (save as expressly excluded by Original Agreement as varied by this Deed).

4 VARIATION TO THE ORIGINAL AGREEMENT

In so far as it affects the Parcels, the Original Agreement shall be varied as follows:

- 4.1 The Definition of "Affordable Rental Units at clause 1.1 shall be deleted and replaced with the following Definition
- " Dwellings 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 the local housing allowance for that area or as otherwise agreed with the Council in writing"
- 4.2. The Definition of "Shared Ownership Lease" at clause 1.1 shall be deleted and replaced by the following Definition
- "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:
- 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
 - 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”

4.3 A new clause 22 shall be added as follows:

“22.1 A mortgagee of the Land will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Land or appoints a receiver or administrative receiver under a security.

22.2 The obligations in this Agreement will not be enforceable against the individual owners or occupiers or mortgagees of any Dwellings constructed on the Land pursuant to the Planning Permission”

4.4 Paragraph 10 of the First Schedule shall be deleted in its entirety and replaced with the following:-

“10. Not to use the Affordable Housing Units 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:

10.1 a person acquiring an interest in an Affordable Housing Unit under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;

10.2 an occupier of a Shared Ownership Dwelling 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 Ownership Dwelling;

10.3 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 or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Unit 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 Housing Units 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 Housing Units to another Affordable Housing Provider or to the District Council or County 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 Housing Units free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Housing Units

10.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 10 (including their successors in title)"

4 REGISTRATION

This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the District Council and a notice in the Charges Register at Land Registry

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

IN WITNESS whereof this instrument has been executed as a Deed the date and year first before written

EXECUTED as a **DEED** by

affixing the Common Seal of

BROADLAND DISTRICT COUNCIL

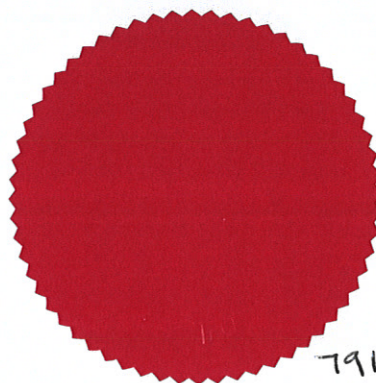
in the presence of

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7912

M. Muel

Head of Democratic Services and
Monitoring Officer

Sealing Officer

EXECUTED as a **DEED** by

affixing the Common Seal of

NORFOLK COUNTY COUNCIL

in the presence of

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43287

Hugh Ferguson

Sealing Officer

HUGH
FERGUSON

Authorised to sign on behalf of Chief Legal Officer

EXECUTED as a DEED by

PERSIMMON HOMES LIMITED

Acting by its Attorneys

Andrew Graham Dunn]

) 

) Attorney

In the presence of:

Witness Signature

) G. Kelley

Witness Name

) G. KELLEY

Witness Address

PERSIMMON HOMES LIMITED
Persimmon House
Bankside 100
Peachman Way
Broadland Business Park
Norwich
NR7 0WF

Witness Occupation

) Administration Manager
& Pt to Regional M.D.

And

MARTIN CHARLES WILLIAM DAVIDSON

[]

) 

) Attorney

In the presence of:

Witness Signature

) G. Kelley
G. KELLEY

Witness Name

PERSIMMON HOMES LIMITED
Persimmon House
Bankside 100
Peachman Way
Broadland Business Park
Norwich
NR7 0WF

Witness Address

Witness Occupation

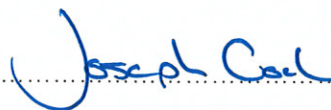
) Administration Manager
& Pt to Regional M.D.

EXECUTED as a **DEED** by

SAGE HOUSING LIMITED acting by

two directors or a director and its secretary or

one director and a witness:



Director



Director/Secretary/Witness

Witness Name (in BLOCK CAPITALS):

Address:

Occupation: