

Dated

5 March

2018

(1) **BROADLAND DISTRICT COUNCIL**

and

(2) **PETER KETTERINGHAM and MARIANNA TWIST**

and

(3) **NORFOLK LAND LIMITED**

**Planning Obligation relating to land at Drayton High Road, Drayton, Norfolk**

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**THIS PLANNING OBLIGATION IS MADE ON**

**BETWEEN:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ('the Council') and
- (2) **PETER KETTERINGHAM** of 43 Low Road, Drayton, Norwich NR8 6RR and **MARIANNA TWIST** of 1 Heathermead, Monkmead Lane, West Chiltington, West Sussex RH20 2SE. ('the Owners')
- (3) **NORFOLK LAND LIMITED** (Co Regn No: 8901972) of Lawrence House, 5 St Andrews Hill, Norwich NR2 1AD ('NLL')

**BACKGROUND:**

1. The Council is the local planning authority for the purposes of determining the Application.
2. The Owners are the freehold owners of the part of the Site registered at the Land Registry under Title No NK337072 subject to an option dated 3rd May 2016 in favour of NLL but otherwise free from encumbrances.
3. NLL and Norfolk Homes Ltd have submitted the Application to the Council seeking planning permission for the Development and the Council has resolved to approve the Application subject to the Owners and NLL entering into this Deed with the Council for the purposes of securing the provision of affordable housing and open space as part of and in connection with the Development, together with the on-site provision of the green infrastructure scheme and the payment of a financial contribution towards the provision by the Council of open space and other recreation space outside the Site and maintenance of the green infrastructure scheme within the site.

**IT IS AGREED:**

**1. DEFINITIONS**

1.1 In this Deed the following terms have the following meanings:

<b>"1990 Act"</b>	Town and Country Planning Act 1990
<b>"Application"</b>	the application no 20170212 dated 14th February 2017 seeking full planning permission for the Development
<b>"Development"</b>	the development of the Site by the provision of 71 dwellings with garages, vehicular access and ancillary works
<b>"Dwelling"</b>	a dwelling constructed on the Site pursuant to the Planning Permission
<b>"Implementation"</b>	the carrying out on the Site pursuant to the Planning Permission of a material operation as defined in Section 56(4) of the 1990 Act other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure, or the temporary display of site notices or advertisements and Implement and Implemented shall be construed accordingly
<b>"Index Linked"</b>	increased or decreased in accordance with any increase or decrease in the Royal Institution of Chartered Surveyors Build Cost Information Service All-in Tender Price Index (or in the event that such index ceases to be published, such replacement index published by the Royal Institution of Chartered Surveyors or by the Government serving substantially the same purpose) between Q3 2017 and the date on which payment of the Off Site Open Space Contribution is made
<b>"Interest"</b>	interest at 4% above the base lending rate of the HSBC Bank Plc from time to time.
<b>"Occupation"</b>	occupation of a Dwelling (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and Occupy and Occupied shall be interpreted accordingly

**"Planning  
Permission"**

full planning permission granted pursuant to the Application

**"Site"**

the land at Drayton High Road, Drayton, Norfolk shown  
edged red on plan no NHDN1/GEN/013 attached hereto.

- 1.2 This Deed also includes definitions in relation to the provision of Affordable Housing which are set out in Schedule 1 hereto and in relation to the provision of open space which are set out in Schedule 2 hereto.

**2. LEGAL BASIS AND INTERPRETATION**

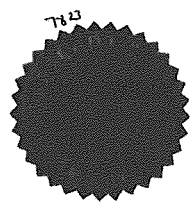
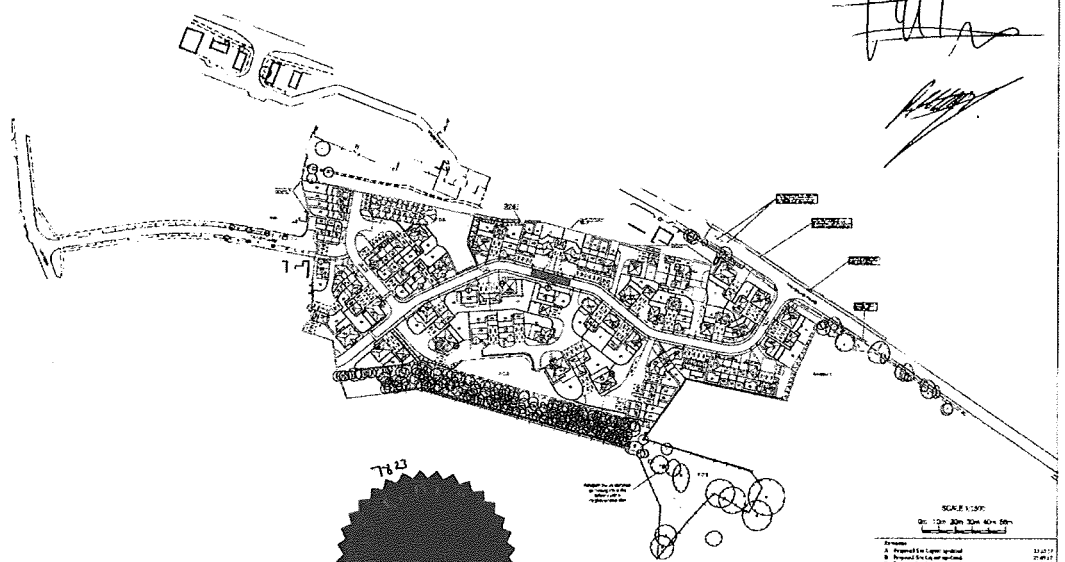
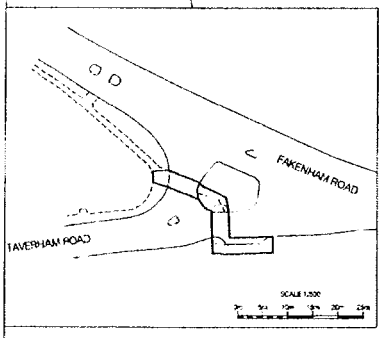
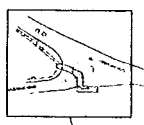
- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed and imposed on the Owners are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Council in the case of covenants made with them as local planning authorities against the Owners.
- 2.2 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.
- 2.3 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4 A covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.5 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

RESIDENTIAL DEVELOPMENT  
LAND OFF DRAYTON HIGH ROAD,  
DRAYTON, NORFOLK.  
NORFOLK HOMES Ltd. AND  
NORFOLK LAND Ltd.

M. Twiss



*[Handwritten signatures and initials]*



*[Handwritten signature]*  
Head of Governance Services and  
Planning Officer

AMENDED  
PLAN

BROADLAND  
DISTRICT COUNCIL  
13 Feb 2019  
20170212  
PLANNING CONTROL

SCALE 1:200	
0m 10m 20m 30m 40m 50m	
Norfolk Homes and Norfolk Land Limited	
Local CPT Officer: High Road, Drayton, Norfolk	
Site Location Map	
Date: 12/02/19	Scale: 1/1500 (A2)
KH01N02013 Rev D	

2.7 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

2.8 The headings and contents list are for reference only and shall not affect construction.

2.9 This Deed is governed by and interpreted in accordance with the law of England.

### **3. PLANNING OBLIGATIONS.**

3.1 The Owners and NLL covenant jointly and severally with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed and in the Schedules hereto.

3.2 The Council covenants with the Owners and NLL to comply with its requirements contained in this Deed and in the Schedules hereto.

### **4. OTHER PROVISIONS**

4.1 No person shall be liable for any breach of this Deed after it shall have parted with its 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 PROVIDED THAT neither the reservation of any rights easements or the inclusion of any covenants in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this clause.

4.2 The Owners confirm that they are the owners of the part of the Site registered at the Land Registry under Title No NK337072 with full power to enter into this Deed and that there is no person or body with an interest in the part of the Site registered at the Land Registry under Title No NK337072 other than NLL whose consent is necessary to make this Deed binding on all legal interests in the Site.

4.3 Save for the obligations contained in Schedule 1 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 :

- (i) individual purchasers or lessees of Dwellings or their mortgagees 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; and
- (ii) any statutory undertaker or other person who acquires any part of the Site or interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development.

- 4.4 On completion of this Deed NLL shall pay the Council's reasonable legal costs incurred in the preparation, negotiation and completion of this Deed.
- 4.5 Save for the provisions of clauses 4.4, 4.5, 4.6, 4.9, 4.11 5, 6.1, 8, 9.1 and 10.1 the provisions of this Deed shall not take effect until the Planning Permission has been granted and has been implemented.
- 4.6 This Deed is a local land charge and shall be registered as such.
- 4.7 In the event that any provision of this Deed is satisfied or discharged the Council shall if so requested by the Owners or NLL procure that a note confirming such satisfaction or discharge is registered on the Register of Local Land Charges.
- 4.8 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.9 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the validity or enforceability of the remaining provisions.
- 4.10 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners and NLL) it is modified by any statutory procedure or expires prior to Implementation.



- 4.11 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.
- 4.12 Where the agreement, approval, consent or expression of satisfaction is required by the Owners and/or NLL from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 4.13 If any payment due under this Deed is paid late, Interest shall be paid from the date payment is due to the date of payment.

## **5. DISPUTES**

- 5.1 The parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 5.2 If the matter is not resolved through negotiation the parties may attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Effective Dispute Resolution.
- 5.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 5.4 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 5.3 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 5.5 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 working days after the conclusion of any hearing that takes place or 28 working days after he has received any file or written representation.
- 5.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 working days.
- 5.7 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 6. VAT**
- 6.1 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must be paid.
- 7. TRANSFER OF LAND**
- 7.1 The transfer of any land to the Council or to any other party pursuant to this Agreement shall include a provision that the said land may at the election of the Council be transferred to an alternative body or organisation properly able to hold and administer such land for the purposes for which it is transferred.

## **8. NOTIFICATION**

- 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.
- 8.2 The Owners shall notify the Council in writing within 14 days of :
- (i) the date of Implementation;
  - (ii) the Occupation of any Dwelling which acts as a trigger for the performance by the Owners of any obligation owed to the Council.

## **9. CHANGE IN OWNERSHIP**

- 9.1 The Owners and NLL shall give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this provision shall not apply to the transfer by way of sale or the grant of a leasehold interest in an individual Dwelling to an owner-occupier.

## **10. DELIVERY**

- 10.1 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.

IN WITNESS whereof the Owners, NLL and the Council have executed this agreement as a Deed on the date first before written

## **SCHEDULE 1**

### **AFFORDABLE HOUSING**

#### **Definitions:**

<b>"Affordable Dwellings"</b>	means the 23 Dwellings to be constructed on the Site and provided as Affordable Housing (to a standard approved by the Council) in accordance with the table at Schedule 4 and shown on the attached plan - NHDN1/GEN/011 Rev C (unless otherwise agreed in writing between the parties) and Affordable Dwelling shall be construed accordingly
<b>"Affordable Housing"</b>	the Intermediate Housing and Affordable Rented Dwellings to be provided to Eligible Households whose needs are not met by the market
<b>"Affordable Housing Mix"</b>	means the 12 Affordable Rented Dwellings and the 11 Intermediate Housing to be delivered in accordance with the mix of units types specified in Schedule 4 (unless otherwise agreed in writing with the Council in its absolute discretion).
<b>"Affordable Rented Dwelling"</b>	a Dwelling to be let by a Provider with an appropriate agreement with 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;
<b>"Eligible Household"</b>	a person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
<b>"Homes England"</b>	Homes England of Fry Building, 2 Marsham Street, London SW1P 4DF or its successor body or other appropriate

**RESIDENTIAL DEVELOPMENT  
LAND OFF DRAYTON HIGH ROAD,  
DRAYTON, NORFOLK.  
NORFOLK HOMES Ltd. AND  
NORFOLK LAND Ltd.**

REFERENCE	TYPE	ACCOMMODATION	PARKING	No.	TENURE	AREAS (m <sup>2</sup> /sq ft)
SCOT 'B'	SCOTT	1 Bed F.F. Apartment	2 spaces	1	80% Shared Equity	56.53m <sup>2</sup> / 607.7sq ft
EL 'B'	ELIJOT 'B'	1 Bed Mid Terrace	1 space	3	Affordable rent	49.86m <sup>2</sup> / 536.7sq ft
EL 'B'	ELIJOT 'B'	1 Bed End Terrace	1 space	4	Affordable rent	48.86m <sup>2</sup> / 526.7sq ft
EL 'C'	ELIJOT 'C'	1 Bed Semi Detached	1 space	3	80% Shared Equity	49.86m <sup>2</sup> / 536.7sq ft
EL 'C'	ELIJOT 'C'	1 Bed Semi Detached	2 spaces	1	80% Shared Equity	49.86m <sup>2</sup> / 536.7sq ft
FL	FLEMING	2 Bed Mid Terrace	2 spaces	2	Affordable rent	71.16m <sup>2</sup> / 765.9sq ft
FL	FLEMING	2 Bed End Terrace	2 spaces	1	Affordable rent	71.16m <sup>2</sup> / 765.9sq ft
FL 'A'	FLEMING 'A'	2 Bed Mid Terrace	2 spaces	1	80% Shared Equity	71.16m <sup>2</sup> / 765.9sq ft
FL 'A'	FLEMING 'A'	2 Bed Mid Terrace	2 spaces	3	80% Shared Equity	71.16m <sup>2</sup> / 765.9sq ft
FL 'A'	FLEMING 'A'	2 Bed End Terrace	2 spaces	1	80% Shared Equity	71.16m <sup>2</sup> / 765.9sq ft
WH 'C'	WILKINS 'C'	3 Bed End Terrace	2 spaces	1	Affordable rent	102.5m <sup>2</sup> / 1104sq ft
WH 'C'	WILKINS 'C'	3 Bed End Terrace	2 spaces	1	Affordable rent	84.98m <sup>2</sup> / 914.8sq ft
WH 'B'	WILKINS 'B'	3 Bed End Terrace	2 spaces	1	80% Shared Equity	84.98m <sup>2</sup> / 914.8sq ft

*M. Twist*

*[Handwritten signature]*

SCALE 1/1250

0m 10m 20m 30m 40m 50m 60m

Revisions:	
A. Layout updated	22.05.17
B. Layout updated	21.05.17
C. Layout updated	25.10.17

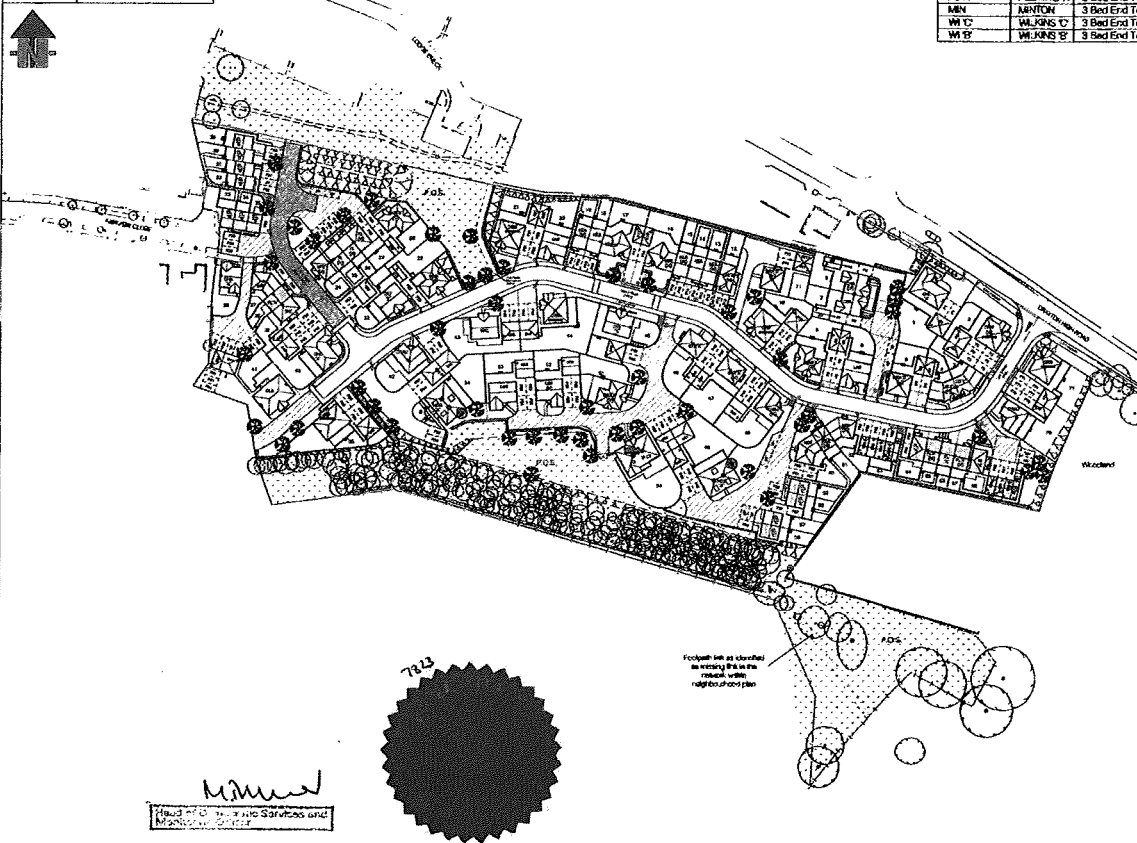
**Norfolk Homes  
and  
Norfolk Land Limited**

Land Off: Drayton High Road,  
Drayton, Norfolk.  
Affordable Housing Plan

Date: 25.10.17 Scale: 1/1250

NHDN1/GEN/011 Rev C

KEY	
	Plots 74-27 & 29-35 & 37. Affordable Rent.
	Plots 36, 38-39, 64-65. 80% Shared Equity Market Value.



*[Handwritten signature]*  
Head of Planning Services and  
Monitoring Officer

	body as the Council may reasonably nominate
<b>"Intermediate Housing"</b>	the Shared Equity Dwellings (unless otherwise agreed between the parties)
<b>"Local Lettings Cascade and Administrative Procedure"</b>	the Council's local lettings cascade and administrative procedures as set out in paragraphs 12 and 13 of this Schedule.
<b>"Market Dwelling"</b>	any Dwelling which is not an Affordable Dwelling;
<b>"Practically Complete"</b>	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;
<b>"Provider"</b>	either (i) a Registered Provider or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
<b>"Public Subsidy"</b>	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing
<b>"Recycling Obligation"</b>	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
<b>"Registered Provider"</b>	as defined in the Housing and Regeneration Act 2008 and approved by the Council in writing
<b>"Shared Equity"</b>	a Dwelling purchased on a shared equity basis where 80% of the equity in the Dwelling is sold to the purchaser at a price

**Dwelling"**

equivalent to 80% of the open market value of the said Dwelling at the time of the purchase as if it were a Market Dwelling (except in relation to the Dwelling on plot 68 where 75% of the equity in the Dwelling is sold to the purchaser at a price equivalent to 75% of the open market value of the said Dwelling) with power in each case to increase their percentage of ownership up to 100% after 5 years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Provider, such payment to be based on the actual market value as at the date of acquisition of the additional equity .

**The Owners and NLL covenant with the Council as follows:**

1. To deliver the Affordable Dwellings in accordance with the table at Schedule 4 as amended from time to time with the written approval of the Council.
2. Not to Occupy the first Market Dwelling within the Development until the identity of the likely Provider to which the Affordable Dwellings will be transferred or such details as the Council reasonably requires to satisfy itself that such Affordable Dwellings will be secured as Affordable Housing in perpetuity (subject always to the terms of this Agreement) has/have been notified to and approved in writing by the Council provided that such identity may be amended at a later date by agreement in writing with the Council
3. Not to Occupy more than 15 of the Market Dwellings (or as otherwise agreed in writing with the Council) until an exchanged unconditional contract for the sale of the Affordable Dwellings (as approved by the Council pursuant to Paragraph 2 of this part of this Schedule unless otherwise agreed in writing) has been entered into between the Owners and the approved Provider and evidence of the same has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply.

4. Not to construct the Affordable Dwellings otherwise than in accordance with the tenure and unit size mix as set out in the table contained in Schedule 4 unless otherwise agreed in writing between the parties.
5. Not to offer for sale any Shared Equity Dwellings without the prior written consent of the Council to the level of equity in the unit to be sold (such level to be calculated to ensure that the amount of equity disposed of in all the Shared Equity Dwellings does not exceed 80% in respect of each Shared Equity Dwelling) and the maximum selling price of such unit of Shared Equity Housing;
6. Unless otherwise agreed in writing between the Owners and the Council, not to Occupy more than the number of Market Dwellings indicated in the first column of the table below contained at Paragraph 7 of this Schedule before the number of Affordable Dwellings to be provided as indicated in the second column of such table are Practically Complete and have been transferred to the Provider (or individual plot owners where appropriate, or where no transfer is required, their ongoing provision has been secured) in accordance with and subject to the following terms:
  - 6.1 for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
  - 6.2 free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
  - 6.3 with the benefit of all easements, rights and utilities necessary for their Occupation;
  - 6.4 with registration of restrictions on title to secure compliance with the Recycling Obligation.
7. The table referred to in Paragraph 6 of this Schedule is as follows:

<b>Market Dwellings within the Development (or within a Phase of the Development if appropriate)</b>	<b>Affordable Dwellings within the Development (or within a Phase of the Development if appropriate)</b>



20 (twenty)	10 (ten)
40 (forty)	23 (twenty-three)

8. Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the terms of this Deed and PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
- 8.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquiring pursuant to a voluntary right to buy scheme under the Housing and Planning Act 2016;
- 8.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or a person who has acquired 100% of a Shared Equity Dwelling in accordance with the terms of this Agreement;
- 8.3 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 is has first complied with the following:
- 8.3.1 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
- 8.3.2 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;

- 8.3.3 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 8 (including their successors in title).
9. Any transfer of any Shared Equity Dwelling to a Provider shall include an obligation on the Provider to use the net proceeds from the acquisition by an Eligible Household of any share or interest in an Affordable Dwelling towards alternative Affordable Housing provision;
10. Unless otherwise agreed in writing, no Shared Equity Dwelling shall be first Occupied by an owner-occupier unless:
- 10.1 the amount of equity offered for sale and the sale price for such unit at first Occupation is equal to or less than the level of equity and maximum sale price approved by the Council pursuant to Paragraph 5 of this Schedule; and
- 10.2 the Transferor has sent to the Council (marked for the attention of the Housing Department) within 14 (fourteen) days of completion of the first transfer of such Shared Equity Dwelling to an owner-occupier a notice stating the total price paid and the amount of equity acquired by the transferee;
11. The Owners and NLL shall:
- 11.1 procure that any transfer of Affordable Dwellings to a Provider requires the Provider to comply with the Local Lettings Cascade And Administrative Procedure; and
- 11.2 not Occupy or permit Occupation of the Affordable Dwellings other than in accordance with the Local Lettings Cascade and Administrative Procedure and the terms of this Agreement.
12. Local Lettings Cascade
- 12.1 All of the Intermediate Housing and up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings

policy set out below and such units shall not be first Occupied other than in accordance with such local lettings policy:

- 12.1.1 first allocations shall be made to people living in the parish of Drayton;
- 12.1.2 if there is no suitable person in paragraph 12.1.1 allocations will be made to people who either work in the parish of Drayton or to people who need to move to the parish of Drayton to give/receive support to/from close family; and
- 12.1.3 if there are no suitable persons in paragraph 12.1.1 and/or 12.1.2 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council.

### 13. Administrative Procedure

- 13.1 Unless otherwise agreed in writing, the Affordable Rented Dwellings and the Shared Equity Dwellings shall not be Occupied other than in accordance with this Paragraph 13.
- 13.2 The Council shall have nomination rights to 100% of the Affordable Dwellings unless otherwise agreed in writing with the Owner.
- 13.3 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with such alternative procedures as the Council and the Owners shall agree between them.
- 13.4 In respect of Shared Equity Dwellings only, on the second and subsequent disposals of a Shared Equity Dwelling where the owner has not staircased to 100 per cent of the equity the owner thereof shall notify the Council in writing of his intention to sell his interest in the said Dwelling. The Council shall be entitled within 28 days of receipt of such notice to nominate a person as a purchaser who complies with the Council's eligibility criteria and who is ready, willing and able to purchase the interest in the

said Dwelling at a price equivalent to the percentage of the equity that is then owned of the open market value of the said Dwelling as if it were a Market Dwelling (such price to be agreed in writing with the Council) and who:

- 13.4.1 intends to occupy the said Dwelling as his only residence; and
- 13.4.2 has a total household annual income of not more than £80,000.00 (or such other figure as is prescribed by Homes England or its successor body).
- 13.4.3 If contracts for sale of the said Dwelling to the person nominated by the Council under paragraph 10 are not exchanged within 12 weeks of the Council receiving notification from the owner, the owner of the said Dwelling shall be entitled to sell his interest in the said Dwelling at a price equivalent to the percentage of the equity that he currently owns of the open market value of the said Dwelling as if it were a Market Dwelling.

## **SCHEDULE 2**

### **PART 1**

#### **OPEN SPACE**

##### **1. Definitions:**

<b>"Certificate of Final Completion"</b>	the written certificate issued by the Council to confirm that the Owners have maintained the On-Site Amenity Space and/or On-Site Green Infrastructure Space (as appropriate) to the Council's reasonable satisfaction in accordance with the provisions of the Schedule hereto
<b>"Certificate of Practical Completion"</b>	the written certificate issued by the Council to confirm that the Owners have provided the On-Site Amenity Space and/or On-Site Green Infrastructure Space (as appropriate) to the Council's reasonable satisfaction in accordance with the provisions of the Schedule hereto
<b>"Management Company"</b>	any company which has been set up and appropriately funded for the purposes of managing and maintaining the On-Site Green Infrastructure and/or the On-Site Amenity Space;
<b>"Nominated Body"</b>	at the election of the Owner either a Management Company or, insofar as may be agreed with the Council in writing one of the following :  <ul style="list-style-type: none"><li>i) Drayton Parish Council for the area within which the Site is located; or</li><li>ii) such other body as the Council may elect as being responsible for the maintenance of the On-Site Amenity Space and/or On Site Green Infrastructure Space</li></ul>
<b>"Off Site Open Space Contribution"</b>	the sum of £133,730.38 (Index Linked) to be paid to the Council as a contribution towards the cost of providing off-site childrens'

play space, formal recreation space and allotments within the village of Drayton.

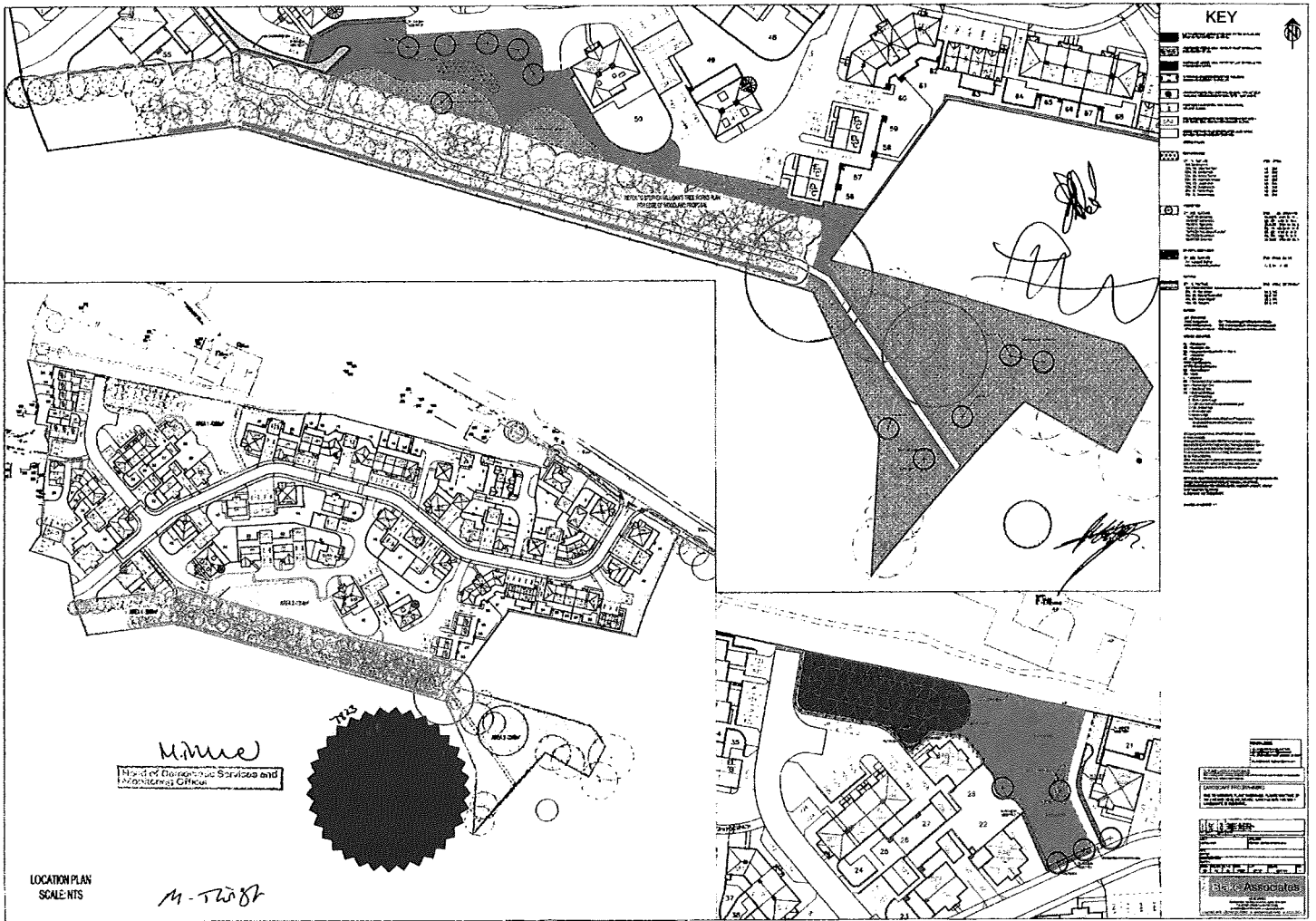
**"On-Site Green Infrastructure Space"** the area identified as areas 2, 3 & 4 on the attached plan – JBA16/156-04 – C and measuring an area of approximately 0.66ha;

**"On-Site Green Infrastructure Sum"** the sum of £31,001.98 (Index Linked) to be paid to the Council as a contribution towards maintenance of the On-Site Green Infrastructure Space PROVIDED THAT such sum shall not be due to the Council under the terms of this Deed in the event that the Nominated Body is the Management Company;

**"On-Site Amenity Space"** means the area identified as area 1 on the attached plan - JBA 16/156-04 - C;

**"On-Site Amenity Space Scheme"** a scheme for the provision of the On-site Amenity Space containing :

- (i) details of the design and layout of the On-Site Amenity Space, all equipment, drainage features, access arrangements, paths, street furniture, fencing and landscaping together with appropriate plans, drawings and specifications;
- (ii) a timetable for the provision of the On-Site Amenity Space including a 12 month period during which the Owners will maintain the approved On-Site Amenity Space once provided before such space is transferred to the Nominated Body (**'the On-Site Amenity Space Maintenance Period'**); and
- (iii) such other information as the Council may reasonably require to enable approval of the On-Site Amenity Space Scheme



**"On-Site Green Infrastructure Scheme"** a scheme for the provision of the On-site Green Infrastructure Space containing :

- (i) details of the design and layout of the On-Site Green Infrastructure Space, all equipment, drainage features, access arrangements, paths, street furniture, fencing and landscaping together with appropriate plans, drawings and specifications;
- (ii) a timetable for the provision of the On-Site Green Infrastructure Space including a 12 month period during which the Owners will maintain the approved On-Site Green Infrastructure Space before such space is transferred to the Nominated Body (**'the On-Site Green Infrastructure Maintenance Period'**); and
- (iii) such other information as the Council may reasonably require to enable approval of the On-Site Green Infrastructure Scheme

**"Open Space"** means the On-Site Green Infrastructure Space and/or the On-Site Amenity Space (as appropriate)

**"Standard Terms"** such reasonable terms as are required by the Council in consultation with the Nominated Body including :

- (i) the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee;
- (ii) for a sum not exceeding £1;
- (iii) with the benefit of all necessary rights and easements as are necessary for the proper enjoyment of the Open Space for its authorised use and subject to the ability of the Owners to grant the same without prejudicing their ability to develop their retained land in accordance with the



Planning Permission and with vacant possession;

- (iv) reserving all such rights and granting such easements to the Owners as are reasonably required to facilitate the Development;
- (v) the standard conditions of sale (5<sup>th</sup> edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed;
- (vi) a restriction on the future use of the Open Space securing its use for recreational and amenity purposes by the general public and not to erect any buildings or structures other than as required for the function of the Open Space;
- (vii) an obligation to maintain the Open Space to a standard suitable for use by members of the public;
- (viii) a requirement that the Nominated Body's conveyancing fees and disbursements are paid by the Owners

**"Unencumbered"**

free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space.

**PART 2**

**ON-SITE GREEN INFRASTRUCTURE OPEN SPACE**

1. Not more than 18 Dwellings shall be Occupied until the On-Site Green Infrastructure Scheme has been approved in writing by the Council and the works envisaged in the approved On -Site Green Infrastructure Scheme shall be delivered in accordance with the timetable set out in the approved On -Site Green Infrastructure Scheme (as such may be varied from time to time with the written consent of the Council).

2. Except where provided otherwise in the approved On-Site Green Infrastructure Scheme not more than 55 Dwellings shall be Occupied until the works set out in the approved On-Site Green Infrastructure Scheme ("the **On-Site Green Infrastructure Works**") have been carried out in full to the reasonable satisfaction of the Council.
3. On completion of the On-Site Green Infrastructure Works the Owners shall notify the Council and the Council shall within 28 days thereafter inspect the said works and shall issue the Certificate of Practical Completion in respect of the said works either forthwith or if in the reasonable opinion of the Council there are defects in the said works forthwith following the making good by the Owner of such defects in the said works.
4. The Owners shall maintain the On-Site Green Infrastructure Space in accordance with the approved On-Site Green infrastructure Scheme throughout the On-Site Green Infrastructure Space Maintenance Period until the Certificate of Final Completion and transfer of the On-Site Green Infrastructure Space to a Nominated Body in accordance with this Agreement and shall keep the same at all times clean, clear, cultivated, fed and watered and shall replace any damaged or dying grass, turf, trees, shrubs and other plants all of which maintenance, cultivation and replacement shall be carried out to the reasonable satisfaction of the Council.
5. Within 28 days of the expiry of the On-Site Green Infrastructure Space Maintenance Period the Council shall inspect the On-Site Green Infrastructure Space and shall issue the Certificate of Final Completion either forthwith or if in the reasonable opinion of the Council the said works have not been properly maintained in accordance with the these provisions forthwith when the said works have been maintained to the reasonable satisfaction of the Council.
6. The Owners shall within 28 days of the issue of the Certificate of Final Completion transfer of the On-Site Green Infrastructure Space to the Nominated Body on the Standard Terms.
7. Not more than 40 Dwellings shall be Occupied until the Owners have paid the Off Site Open Space Contribution and (if applicable) the On-Site Green Infrastructure Sum to the Council.

forthwith when the said works have been maintained to the reasonable satisfaction of the Council.

6. The Owners shall within 28 days of the issue of the Certificate of Final Completion transfer of the On-Site Amenity Space to the Nominated Body on the Standard Terms together with the payment to the transferee of the sum agreed between the Owners and the Nominated Body as representing the estimated costs of maintaining the On-Site Amenity Space for a period of 10 years (the Maintenance Sum).
7. If the parties are unable to agree the Maintenance Sum before the transfer of the On-Site Amenity Space to the Nominated Body either party may refer the matter for expert determination in accordance with the provisions of Clauses 5.3 – 5.6 and the Owners shall pay the Maintenance Sum to the Nominated Body within 28 days of the date on which the expert gives notice of its decision.

### **SCHEDULE 3**

#### **THE COUNCILS' COVENANTS**

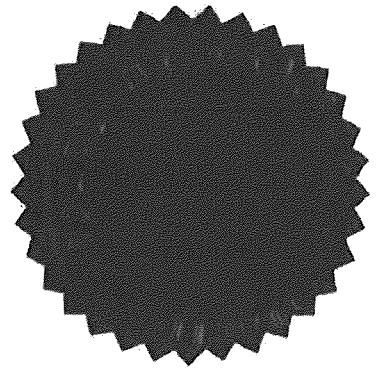
The Council hereby covenants with the Owners :

1. that any monies paid to the Council under this Deed shall be spent only for those purposes as specified and set out in this deed;
2. to hold such monies in a separate interest bearing bank account named for the specific purpose the funds are being held;
3. to keep records of how the monies are spent which shall be made available for inspection upon reasonable request; and
4. to repay the Off Site Open Space Contribution (or any part thereof) which has not been spent towards providing off-site children's' play space, formal recreation space and allotments within the village of Drayton after 5 years of receipt to the party that made the original payment under the terms of this Deed.

**SCHEDULE 4****AFFORDABLE DWELLINGS**

<b>Affordable Dwellings</b>				
<b>Tenure</b>	<b>Type</b>	<b>Plot Number (as shown on Plan NHDN1/GE N/011 - Rev C )</b>	<b>Accommodation</b>	<b>Number of Persons</b>
Affordable Rented Dwellings	Elliot 'B'	29 - 35	1 Bed Terrace	2 person
	Wilkins 'C'	24	3 Bed Terrace	5 person
	Minton	37	3 Bed Terrace	6 person
	Fleming	25 - 27	2 Bed Terrace	4 person
Shared Equity Dwellings	Fleming 'A'	38, 64 - 67	2 Bed Terrace	4 person
	Wilkins 'B'	68	3 Bed Terrace	5 person
	Elliot 'C'	56 - 59	1 Bed Semi Detached	2 person
	Scott	69	1 Bed F.F Apartment	2 person

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



*M. Murre*  
Head of Democratic Services and  
Monitoring Officer

EXECUTED as a DEED by )  
NORFOLK LAND LIMITED )  
in the presence of: )

Director

Director/Secretary

EXECUTED as a DEED by )  
PETER KETTERINGHAM )  
in the presence of: )

*J. TRACZ*  
J. TRACZ

14 DRAPEL WAY  
NORWICH.  
NR5 9NA.

EXECUTED as a DEED by )  
MARIANNA TWIST )  
in the presence of: )

*M. Twist*

*Brian Thompson*  
BRIAN THOMPSON  
5 HEATHMEAD  
RH 20 2SE