

DATED 9th April 2015

BROADLAND DISTRICT COUNCIL

- and -

TRUSTEES of the J CATOR 1984 SETTLEMENT

- and -

DEREK INGRAM LIMITED

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to the development of land
Adjacent to 24 Norwich Road, Salhouse, NR13 6QF

THIS AGREEMENT is made the 9th day of April 2015
BETWEEN:

1. **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU ("the Council")
2. **TRUSTEES OF THE J CATOR 1984 SETTLEMENT HENRY GREVILLE CATOR** and **SARA ELIZABETH CATOR** of Broad Farm, Upper Street, Salhouse, Norwich, NR13 6HE and **THE HONOURABLE AUBREY JAMES FRANCIS BUXTON** of Broad Farm, Upper Street, Salhouse, Norwich, NR13 6HE and of Church Farm, Carlton Green Road, Carlton, Newmarket, Cambridgeshire, CB8 9LD ("the Owner")
3. **DEREK INGRAM LIMITED** (company number 01029730) whose registered office is at Unit 6, Pinetrees Road, Norwich, NR7 9BB ("the Developer")

Together the "Parties"

WHEREAS:-

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated
- (B) The Owners are the freehold owners of the Site registered at the Land Registry under title number NK313703
- (C) The Developer has the benefit of a conditional contract dated 10 September 2014 to purchase the Site
- (D) The Developer has submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement

1 Interpretation and Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act" the Town and Country Planning Act 1990 (as amended)

"Affordable Housing" housing provided in accordance with the requirements of Schedule 1 to this Agreement which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market

"Affordable Housing Provider" ("AHP")	<p>either:</p> <ul style="list-style-type: none"> (i) a registered provider as defined by S.80 of the Housing and Regeneration Act 2008; or (ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by the Council for the provision and/or operation of affordable housing within the administrative area of Broadland or has otherwise been approved by the Council for the purposes of this Agreement
"Affordable Housing Provision"	<p>the provision as Affording Housing Units of thirty three per cent (33%) of the total number of Dwellings of the mix type and tenure pursuant to the agreed Affordable Housing Scheme</p>
"Affordable Housing Scheme"	<p>a detailed scheme submitted to and approved by the Council securing the Affordable Housing Provision on the Site to include:</p> <ul style="list-style-type: none"> - The number and type of Affordable Housing Units in accordance with the Affordable Housing Provision - The location of such Affordable Housing Units - a timetable and programme for it's implementation <p>which shall include for a mix and type of Affordable Housing Units to the intent that approximately 70% of the Affordable Housing Units shall be Rental Units and the remaining 30% shall be Shared Ownership Dwellings or Shared Equity Dwellings and which complies with the requirements of Schedule 1 to this Agreement or such amended or replacement Affordable Housing Scheme as the Council approves in writing from time to time</p>
"Affordable Housing Units"	<p>individual units of residential accommodation constructed or provided as part of the Development as Affordable Housing</p>
"Affordable Rental Units "	<p>Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the Affordable Housing Scheme and to be let by an AHP on a weekly or monthly tenancy basis at affordable rents (being not more than 80% of local open market rental prices inclusive of service charge) to be let by or on behalf of an AHP in accordance with the requirements of Schedule 1</p>

"Application"	the application for full planning permission validated 19 September 2014 and bearing reference number 20141505 for Residential Development of 19 Dwellings and associated infrastructure in accordance with the plans and details deposited with the Council
"Commencement of Development"	the first date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than operations consisting of site clearance demolition work archaeological investigations or investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commence" and "Commencement" shall be construed accordingly
"Development"	the development of the Site in accordance with the Planning Permission
"Director"	the Council's Chief Executive or other officer of the Council acting under his hand
"Dwelling"	any unit of residential occupation being a self-contained house maisonette bungalow or flat constructed as part of the Development and "Dwellings" shall be construed accordingly
"Green Infrastructure Contribution"	the sum of £10,847 subject to the Inflation Provision
"HCA Standards"	the "Housing Quality Indicators" and "Design & Quality Standards" (as replaced or revised) specified by the Homes and Communities Agency or its successors or such other standards as the Council may agree with the Affordable Housing Provider
"Inflation Provision"	BIS (Department for Business Innovation & Skills) Output Price Index for New Construction (2010): All New Construction. Between September 2006 and the date upon which the payment of the open space contribution is made

General Notes:

- The development is to be built in accordance with the following:
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Revisions:

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**Architectural Design,
Building Surveys
and Planning Service**

Building Plans Ltd

Unit 10, Blenheim, Norwich, Norfolk, NR4 6JH
Telephone: 01603 866377 Fax: 01603 665412

Client: **Ingram Homes**

Project: **MIXED DWELLING RESIDENTIAL DEVELOPMENT**

Site Address: **LAND OFF:
NORWICH ROAD, SALHOUSE,
NORWICH, NORFOLK.**

Drawing Title: **SITE & LOCATION PLANS**

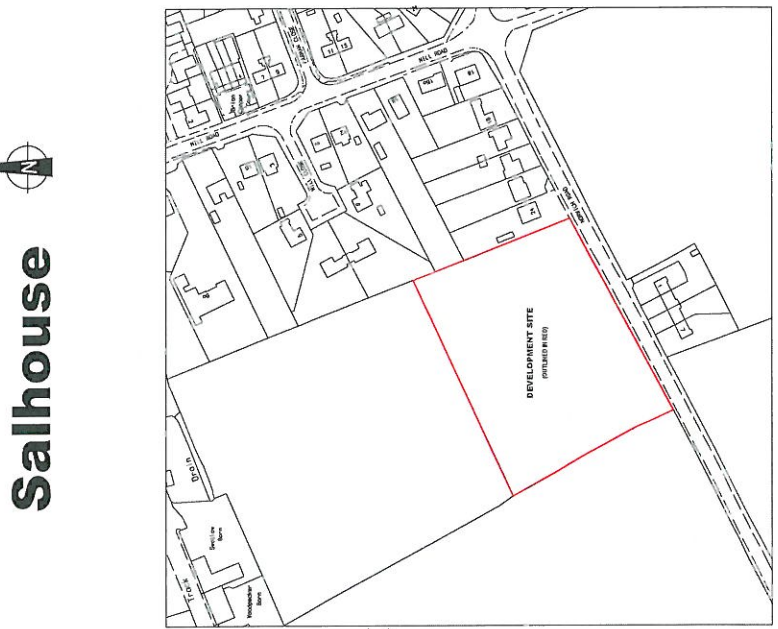
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Drawn: **JIN**

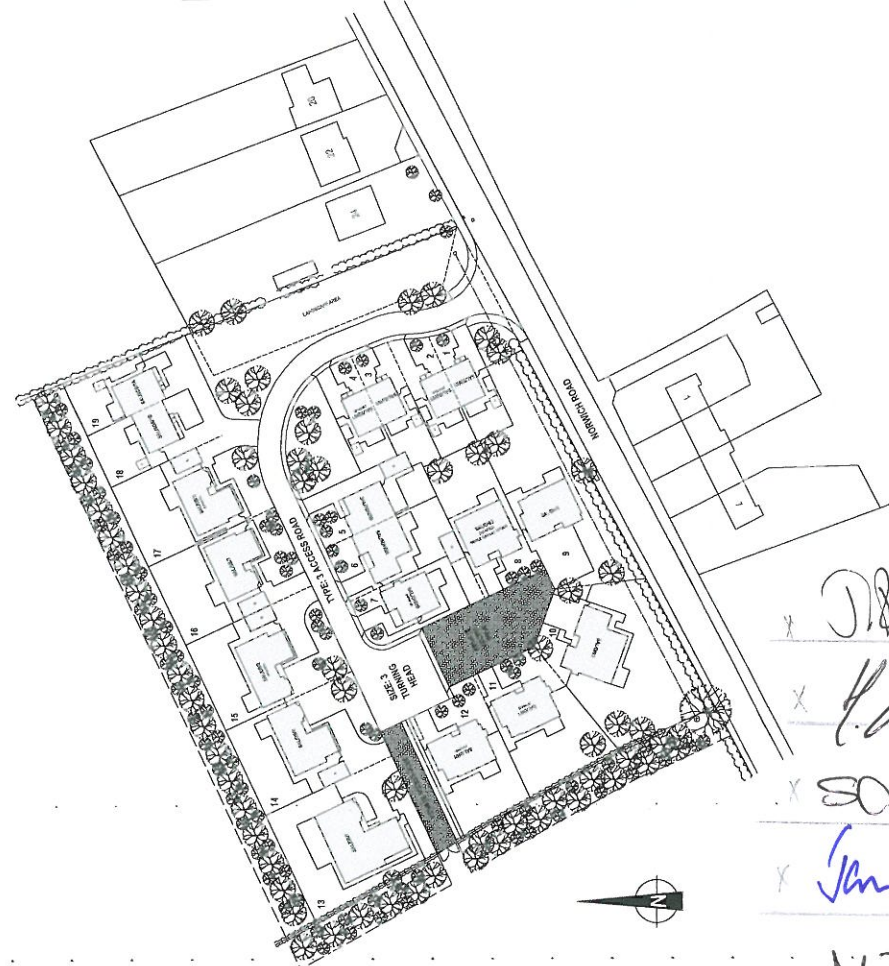
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Project: **2963_0814_B**

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**BROADLAND
DISTRICT COUNCIL**
11 Sept. 2014
20141503
PLANNING CONTROL



[Handwritten signatures and initials]

**Head of Democratic Services and
Monitoring Officer**

pursuant to this agreement.

"Open Space Contribution"	means the sum calculated in accordance with the formula set out in the table in Schedule 3 to this Agreement as increased by the Inflation Provision
"Occupation"	occupation of a building as 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 construed accordingly
"Open Market Dwellings"	Dwellings other than Affordable Housing Units
"Open Market Value"	the best price at which the sale of an interest in a Dwelling (other than an Affordable Housing Unit) would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller (ii) any restrictions imposed on a Dwelling by this Agreement are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) and both the buyer and seller acted knowledgeably prudently and without compulsion
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the outline planning permission to be granted pursuant to the Application
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Letting Policy Eligibility Cascade or where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register which the AHP owning or managing the Affordable Housing Units on the Site is

entitled to house within its rules

"Shared Equity Dwellings"	Affordable Housing Units to be constructed or provided as part of and in accordance with the Affordable Housing Scheme and to be let or sold in accordance with the Shared Equity Arrangements
"Shared Equity Arrangements"	The arrangements to be put in place to ensure the Shared Equity Dwellings are provided by freehold disposal or lease at up to 75% (seventy five per cent) of Open Market Value which shall include arrangements enabling the lessee to staircase up to 100% of Open Market Value after five years and acquire the remaining legal and equitable interest
"Shared Ownership Dwellings"	Affordable Housing Units to be constructed or provided as part of and in accordance with the Affordable Housing Scheme and to be let on a Shared Ownership Lease
"Shared Ownership Lease"	a lease or sublease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) of the equity is granted on first purchase of the equitable interest in the Shared Ownership Dwelling and is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to purchase the freehold of a Shared Ownership Dwelling and acquire up to 100% of the legal and equitable interest by instalments at some future date or dates and allows a rental premium to be charged on the remainder of the equitable interest not exceeding housing corporation target rents (being 2.75% of the value of the equity retained by the Affordable Housing Provider, such rent not to be increased by more than the percentage increase in the Retail Price Index (or such other index as the Council may determine) plus 0.5% of the current annual rent from time to time
"Site"	the land adjacent to 24 Norwich Road, Salhouse which is shown for the purposes of identification only edged red on the Plan

1.1 In this Agreement unless the context otherwise requires:

a) references to any party shall include the successors in title and assigns

of that party

- b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally
- c) references to clauses and schedules are references to clauses in and schedules to this Agreement
- d) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- e) headings in this Agreement shall not form part of or affect its construction

2 General Provisions Applicable to this Agreement

- 2.1 The covenants given by the Owner in this Agreement are given under Section 106 of the Act and where they do not fall within Section 106 of the Act they are given pursuant to Section 1 of the Localism Act 2011 and the covenants given by the Council in this Agreement are given pursuant to Section 1 of the Localism Act 2011 and all other enabling powers
- 2.2 The covenants, restrictions, requirements and obligations arising hereunder are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Owner and its respective successors in title and assigns
- 2.3 The provisions of this Agreement are conditional upon the grant of the Planning Permission and the Commencement of Development save as otherwise indicated in this Agreement in which case those provisions shall come into effect immediately upon completion of this Agreement
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn before Commencement
- 2.5 In the event that this Agreement or any provision of it comes to an end the Council if so requested by the Owner will procure that a note thereof shall be registered on the Council's Register of Local Land Charges

3 AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority and Highway Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council were not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.3 No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

3.4 Liability for Breach

No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting with such person's interest in the Site or any part thereof in respect of which any such breach has taken place

4 Notices

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Director, Broadland District Council Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU
The Owners	Broad Farm Salhouse Norwich Norfolk NR13 6HE
The Developer	Unit 6 Pinetrees Road Norwich Norfolk NR7 9BB

- 4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

5 Third parties

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

6 Costs

- 6.1 The Developer shall on completion of this Agreement pay the Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

7 Payment of Interest

- 7.1 The Owner shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

8 VAT

- 8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable
- 8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

9 Jurisdiction

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

10 Title Warranty

- 10.1 The Owner hereby warrants to the Council that they are the freehold owner of the Site and have full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Council's prior to the date hereof and the interest of the Developer stated in recital (C) of this Agreement

11 Disputes

- 11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 11.2 If the matter is not resolved through negotiation the parties will 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 Dispute Resolution
- 11.3 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 by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 11.4 Nothing in Clauses 11.1 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

12 Covenants

12.1 The Owner hereby covenants with the Council to carry out and comply with the obligations and restrictions on its part set out in Schedules 1, 2 and 3 of this Agreement.

12.2 The Council covenants with the Owner to comply with the provisions of Schedule 4 of this Agreement

13 Compensation

13.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Agreement are hereby waived

14 Issue of Approvals

14.1 Where any approval, consent, agreement, expression of satisfaction or the like is required to be given by the Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed

15 Limitation of Liability

15.1 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 Housing Units subject to the provisions contained therein the covenants, restrictions and requirements contained in this Agreement shall not be enforceable against any statutory undertaker or other 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 in connection with the Development of the Site.

16 Notification

16.1 The Owner and Developer agree to notify the Council of the reaching of any of the occupation or completion thresholds relating to obligations contained in this Agreement such notification to be given within 14 days of reaching such threshold

17 Indemnity

17.1 The Owner covenants with the Developer not to Commence Development or permit the Development to be Commenced PROVIDED THAT this covenant shall terminate and cease to have effect in the event of the Developer acquiring a freehold interest in the Site.

17.2 The Developer hereby indemnifies the Owner in respect of any claims losses or damages suffered by the Owner as a result of the Owner entering into this Deed PROVIDED THAT such claims losses or damages do not arise out of any

negligent acts or omissions of the Owner as the case may be AND PROVIDED
FURTHER THAT the Owner complies with clause 17.1 above.

First Schedule

Affordable Housing

The Owner covenants with the Council:

- 1.1 Not to Commence or allow Commencement of Development unless and until the Affordable Housing Scheme has been submitted to the Council and approved by the Director ("the Approved Affordable Housing Scheme")
- 1.2 If the Affordable Housing Scheme is to include Shared Equity Dwellings, not to Commence or allow Commencement of Development unless and until the Shared Equity Arrangements have been submitted to and approved by the Director and thereafter they shall be complied with
- 1.3 Not to construct or procure the construction of the Affordable Housing Units otherwise than in accordance with the Planning Permission and the Affordable Housing Scheme and the timescales therein and to current HCA Standards as at the time of construction
- 1.4 Save as otherwise provided in this Agreement not to use or allow or permit the Affordable Housing Units to be occupied for any purpose other than as Affordable Rental Unit, Shared Ownership Dwelling or Shared Equity Dwelling (as the case may be) or such other form of tenure as may be agreed between the Owner and the Council
- 1.5 Save as otherwise provided in this Agreement not to use or allow or permit the Affordable Housing Units to be Occupied other than by Qualifying Occupiers in accordance with the Affordable Housing Scheme.
- 1.6 The Affordable Rental Units will be occupied by persons nominated by the Council from its general needs housing list
- 1.7 Up to one third of the Affordable Rental Units (as chosen by the Council) will be let on first occupation in accordance with the local lettings policy set out in the Second Schedule
- 1.8 Save as otherwise provided in this Agreement the Owner shall not dispose of its freehold interest in the Affordable Housing Units (with the exception of the Shared Ownership Dwellings and/or Shared Equity Dwellings) other than to an AHP
- 1.9 Paragraphs 1.4 and 1.5 and 1.6 above shall not be binding upon:
 - 1.9.1 subject to paragraph 1.8 any mortgagee of the AHP in possession of the Affordable Housing Units or part thereof or successors in title to the mortgagee in possession; nor
 - 1.9.2 subject to paragraph 1.8 any receiver or manager (including an administrative receiver) for such mortgagee; nor
 - 1.9.3 any individual owner occupier of the Affordable Housing Units (or their mortgagee or chargee) who has purchased the Affordable Housing Unit

pursuant to a statutory right to buy or acquire; nor

- 1.9.4 successors in title to all of the above
- 1.9.5 by a person who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold of the Shared Ownership Dwelling or Shared Equity Dwelling
- 1.10 Any mortgagee (or any administrator or receiver) of the AHP in possession of the Affordable Housing Units shall benefit from paragraph 1.9 above PROVIDED THAT it has first complied with the following:
 - 1.10.1 the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008 and provided copies of all notices served and any proposals received together with updates as to progress
 - 1.10.2 given the Council the option to purchase the relevant Affordable Housing Units or nominate another AHP to purchase the relevant Affordable Housing Units for a period commencing on the date that the affordable housing mortgagee gives the Council notice ("the Mortgagee Notice") and ending on the later of two calendar months after the date of the mortgagee notice or the end of the moratorium period (as defined and arising under either Section 145 or 147 of the Housing and Regeneration Act 2008) and the Council (or its nominated AHP) shall be entitled to complete the purchase of the Affordable Housing Units at any time up to one calendar month after expiry of the moratorium period.
 - 1.10.3 not less than two months prior written notice ("the Notice") of any intention to dispose of any of the Affordable Housing Units must be given to the Council and if the Council responds by written Notice within one month from receipt of the Notice setting out arrangements for the transfer of the Affordable Housing Units so as to maintain them as Affordable Housing then the Mortgagee shall cooperate with such arrangements and use its reasonable endeavours to secure such transfer but if the Council does not serve its response Notice within the said one month or having used its reasonable endeavours the Mortgagee shall not have effected the Transfer envisaged in the Council's response Notice within 12 weeks of that Notice then the Mortgagee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this Deed but subject to any lease subsisting at that date PROVIDED THAT the Mortgagee shall not be required to dispose of the Affordable Housing Units for a sum not less than the monies outstanding under the mortgage or charge.
- 1.11 Not to Occupy or allow Occupation of more than 37% of the Open Market Dwellings unless and until all of the Affordable Housing Units to be provided under the approved Affordable Housing Scheme are practically complete and the Developer has transferred or acting in good faith has used reasonable endeavours to transfer the same to the approved AHP in accordance with and subject to the provisions in clauses 1.11.1 to 1.11.3 below
 - 1.11.1 any transfer shall be for a consideration at a level which ensures that no public subsidy is required to enable the transaction to be completed and to enable the

Affordable Housing Units to be let or sold as the case may be at a cost low enough for eligible persons to afford

- 1.11.2 the transfer shall contain terms to secure any conditions and requirements of the approved Affordable Housing Scheme;
- 1.11.3 a requirement that any proceeds from the disposal of subsequent equity in Shared Ownership Dwellings must be used for the provision or improvement of Affordable Housing within the administrative area of the Council where reasonably practicable.
- 1.11.4 Within ten working days of the expiry of the period for the parties to make representations the Independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Shared Equity Dwelling which shall be binding upon the parties save in the case of manifest error.
- 1.11.5 The costs of the Independent Chartered Surveyor shall be borne as follows:
 - 1.11.5.1 if the Independent Chartered Surveyor finds for the Owner then his costs shall be met by the District Council.
 - 1.11.5.2 if the Independent Chartered Surveyor finds for the District Council then his costs shall be met by the Owner.
 - 1.11.5.3 in any other circumstances the Independent Chartered Surveyor shall order that his costs be borne by either party or between the parties whether in equal proportions or otherwise as he shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) must bear such ordered costs.
- 1.11.6 If either party shall object to the Independent Chartered Surveyor appointed or the Independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the Shared Equity Dwelling within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her appointment the provisions of this paragraph 1.11 shall apply to the Independent Chartered Surveyor so appointed.

Second Schedule

AFFORDABLE HOUSING LOCAL LETTING POLICY: LOCAL CONNECTION ELIGIBILITY CRITERIA

Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rental Units (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:

- (i) first allocations shall be made to people living in the Parish of Salhouse;
- (ii) if there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Salhouse;
- (iii) if there are no suitable persons in paragraphs (i) and (ii) allocations will be made to people who need to move to the Parish of Salhouse to give/receive support to/from close family.

Administrative Procedure for Nominations

- To grant to the Council nomination rights to 100% of the Affordable Rental Units.
- 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 alternative procedures as the Council and the Owner shall agree between them.

Note: If there are no suitable persons in paragraph (i) and/or (ii) and/or (iii) above, allocations will be made to households living in the Broadland district in accordance with the Council's policies relating to housing allocation

THIRD SCHEDULE

The Owner Covenants with the Council

1. OPEN SPACE CONTRIBUTION

Not to Occupy or allow Occupation of any of the Dwellings unless and until the Open Space Contribution has been paid to the Council

Open Space Contribution Table

For each 1 bedroom dwelling comprised in the Development	£2,798
For each 2 bedroom dwelling comprised in the Development	£3,731
For each 3 bedroom dwelling comprised in the Development	£4,663
For each 4 bedroom dwelling comprised in the Development	£5,596
For each 5 or more bedroom dwelling comprised in the Development	£6,529

2. GREEN INFRASTRUCTURE CONTRIBUTION

Not to Occupy or allow Occupation of any of the Dwellings unless and until the Green Infrastructure Contribution has been paid to the Council

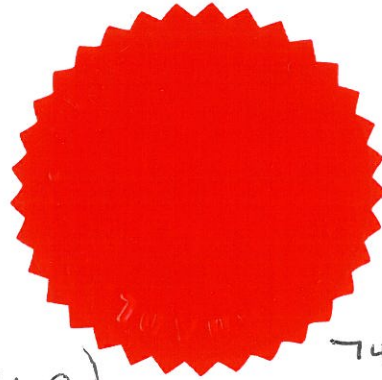
FOURTH SCHEDULE

The Council hereby covenants with the Applicant as follows:

1. To hold the Open Space Contribution when paid in an interest bearing account and apply it and any interest received towards the provision of additional open space and recreational facilities in the parish of Salhouse
2. In the event that the Open Space Contribution has not been committed (by way of contract or expenditure of the monies) within five years of receipt of the payment to refund any unspent balance of the Open Space Contribution to the payer together with any interest accrued
3. Upon receipt of a written request to provide evidence of expenditure of the Open Space Contribution
4. To hold the Green Infrastructure Contribution when paid in an interest bearing account and apply it and any interest received towards the provision of Green Infrastructure in the locality.

EXECUTED by the parties hereto as a deed on the date written above

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



~~Head of Corporate Services~~
~~and Monitoring Officer~~

M. Mue

Head of Democratic Services and
Monitoring Officer

Signed as a Deed by)
HENRY GREVILLE CATOR)
in the presence of:)

Witness
Signature
Address:

H. G. Cator

ABIGAIL DENNINGTON-PRICE
ADP
10 BERNARD CLOSE, RACKHEATH, NR13 6QS

Signed as a Deed by)
SARA ELIZABETH CATOR)
in the presence of:)

Witness
Signature
Address:

Sara Cator

ABIGAIL DENNINGTON-PRICE
ADP
10 BERNARD CLOSE, RACKHEATH, NR13 6QS

Signed as a Deed by)
THE HONOURABLE AUBRY JAMES)
FRANCIS BUXTON)
in the presence of:)


Witness
Signature
Address:

James Buxton

JENNA MEREDITH
J. Meredith
5 KETTLEBORROW CLOSE
IXWORTH, IP31 2WN

Signed as a Deed by)
DEREK INGRAM LIMITED)
acting by a director)
in the presence of:)

Director:) 

Witness) 
Address: SUSAN BIRK
11 DESBOROUGH WAY
NORWICH
NR7 0RR.