

**The Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**

Relating to 141 LONDON ROAD NORTH LOWESTOFT  
SUFFOLK NR32 1ND

Dated: 18<sup>th</sup> February 2025

EAST SUFFOLK COUNCIL (1)

AND

SUFFOLK COUNTY COUNCIL (2)

AND

PANTHER (VAT) PROPERTIES LIMITED (3)

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (4)

REF DC/23/1433/FUL

DATE

18th February

2025

**PARTIES**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road Melton Suffolk IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX ("the County Council")
- (3) **PANTHER (VAT) PROPERTIES LIMITED** (Co. Regn. No. 3216446) of Unicorn House, Station Close, Potters Bar EN6 1TL ("the Owner")
- (4) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (Co. Regn. No. 6447555) FAO Issuer Services Trustee Administration of Level 22, 8 Canada Square, London, E14 5HQ ("the Bank")

**INTRODUCTION**

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
2. The County Council is a local planning authority for the purposes of the Act and the Highway Authority for the area in which the Site is located and by whom the obligations in this Deed are enforceable.
3. The Application was submitted to the Council for the Development.
4. On 24<sup>th</sup> May 2024 the Council's Planning Committee resolved to approve the Planning Permission subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations within this Deed.
5. The Owner is the freehold owner of the Site under Land Registry title number SK127473
6. The Bank is the beneficiary of registered charges dated 16<sup>th</sup> July 2021 and 28<sup>th</sup> March 2024 in relation to the Site registered under title number SK127473
7. The Site lies within the area to which the Local Plan applies. The Council and the Owner acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings and shall be read in conjunction with the definitions set out in the Third Schedule:

**"Act"** the Town and Country Planning Act 1990 as amended;

<b>"Application"</b>	the application for full planning permission validated by the Council on 15 <sup>th</sup> May 2023 for the Development and allocated reference number DC/23/1433/FUL;
<b>"Commencement of Development"</b>	the 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 on the Site other than (for the purposes of this Deed and for no other purpose) operations consisting of 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, site clearance, erection of any temporary means of enclosure, temporary access for construction works, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
<b>"Development"</b>	the development of the Site for Demolition of existing vacant commercial building and construction of five storey mixed use building comprising of residential dwellings (Class C3) on the upper stories and commercial (Class E) on the ground floor with cycle parking, bin storage and amenity space
<b>"Dwelling"</b>	any dwelling (including a house bungalow flat or maisonette) to be constructed pursuant to the Planning Permission;
<b>"Index"</b>	All in Tender Price Index published by the Building Cost Information Service or any successor organisation or any subsequent indices of the same;
<b>"Index Linked"</b>	means the increase in any sum referred to in this Deed by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 11 of this Deed;
<b>"Interest"</b>	interest at four per cent above the base lending rate of the Bank of England from time to time;
<b>"Local Plan"</b>	the East Suffolk Council – Waveney Local Plan adopted 20 March 2019

<b>“Occupation” and “Occupied”</b>	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
<b>“Plan”</b>	the plan labelled “Location Plan” attached to this Deed;
<b>“Planning Permission”</b>	The full planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft annexed to the Second Schedule;
<b>“RPI Index”</b>	the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Council, the County Council and the Owner;
<b>“RPI Indexed”</b>	The increase in any sum referred to in this Deed as RPI Indexed by an amount equivalent to the increase in the RPI Index to be calculated in accordance with clause 11 of this Deed;
<b>“Section 106 Officer”</b>	the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer;
<b>“Site”</b>	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan;
<b>“Travel Plan”</b>	the travel plan relating to the Development approved pursuant to condition 20 of the Planning Permission
<b>“Travel Plan Evaluation and Support Contribution”</b>	one thousand pounds (£1,000.00) per annum RPI Indexed to provide the County Council suitable resource to engage with and monitor compliance with the Travel Plan
<b>“TRO Contribution”</b>	Means the sum of £20,000.00 (twenty thousand pounds) RPI Index Linked to be paid to the County

Council towards the cost of the County Council processing necessary traffic regulation order(s) and undertaking studies and consultations to facilitate the Development including but not limited to all ancillary officer time legal costs and administrative costs and any necessary works and such costs as may be incurred should such orders be opposed for the following non-exclusive purposes:

- (a) Amendment of waiting and loading restrictions in the vicinity of Police Station Road.
- (b) Feasibility study to be undertaken to assess changing the traffic regulation order along London Road North, between Gordon Road and Station Square to allow mounted cycle use
- (c) Subject to (b) above amendment of the traffic regulation order along London Road North, between Gordon Road and Station Square to allow mounted cycle use

**“Working Days”**

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

**2. CONSTRUCTION OF THIS DEED**

- 2.1 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 or paragraph of or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of any gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 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.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and

shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.

- 2.6 Any 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 and the County Council the successors to their respective statutory function.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:
- (i) Council: as given in this Deed; and addressed to the Head of Planning, Building Control and Coastal Management and
  - (ii) County Council: as given in this Deed and addressed to the Executive Director of Growth Highways and Infrastructure; and
  - (iii) Owner: as given in this Deed; and
  - (iv) Bank: as given in this Deed

### **3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and the County Council as local planning authority against the Owner and its successors in title.
- 3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.4 The covenants, restrictions and requirements contained in this Deed shall only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the Act.
- 3.5 The Bank consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the Site. The Bank shall only be liable for any breach of this Agreement if it has itself caused the breach whilst the Bank is mortgagee in possession. The Bank shall not be liable for any pre-existing breach.

### **4. CONDITIONALITY**

- 4.1 The obligations set out within this Deed are conditional upon:
- (i) the grant of the Planning Permission; and
  - (ii) the Commencement of Development.
- 4.2 The provisions set out in clauses 8.14, 8.15, 8.16 and 16 this Deed shall take effect immediately upon completion of this Deed.



**5. THE OWNERS COVENANTS**

- 5.1 The Owner hereby covenants with the Council as set out in the Third Schedule so as to bind the Site and each and every part thereof.
- 5.2 The Owner hereby covenants with the County Council as set out in the Fourth Schedule so as to bind the Site and each and every part thereof.
- 5.3 The Owner covenants and warrants to the Council and the County Council it is the freehold owner of the Site and has the capacity to enter into this Deed.

**6. THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner as set out in the Fifth Schedule.

**7. THE COUNTY COUNCIL COVENANTS**

- 7.1 The County Council hereby covenants with the Owner as set out in the Sixth Schedule

**8. MISCELLANEOUS**

- 8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.2 This Deed shall be registrable as a local land charge by the Council.
- 8.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County 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 Services (or the officer of the Council fulfilling such functions) or officer acting under his hand and given on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure 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.
- 8.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.5 Insofar as any clause or paragraph of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.7 No person shall be liable for any breach of any of the planning obligations or other provisions 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.
- 8.8 This Deed shall not be enforceable against an individual purchaser or owner-occupier or tenant of a Dwelling constructed pursuant to the Planning Permission or any mortgagee or chargee of

any individual purchaser, owner-occupier or tenant of a Dwelling or any person deriving title from any such person.

- 8.9 Nothing in this Deed shall 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.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority.
- 8.12 The Owner covenants from the date that this Deed takes effect to allow the Council or the County Council and its respectively duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.
- 8.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 8.14 The Owner covenants to pay the Council's and the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 8.15 The Owner covenants to pay the Council's monitoring fee of £890 (eight hundred and ninety pounds) on completion of this Deed
- 8.16 The Owner covenants to pay the County Council's monitoring fee of £1038.00 (one thousand and thirty-eight pounds) on completion of this Deed.

## **9. WAIVER**

No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **10. CHANGE IN OWNERSHIP**

The Owner agrees with the Council and the County Council to give each of them independently written notice within fourteen days (14) 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 quoting the Council's reference DC/23/1433/FUL giving 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 and the title number or numbers thereof.



## **11. INDEXATION**

Any sum referred to in the Third Schedule and the Fourth Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index or RPI Index (as the context dictates) from the date hereof until the date on which such sum is payable using the application of the formula  $A = B \times C/D$  where:

- 11.1 A is the sum payable under this Deed;
- 11.2 B is the original sum calculated as the sum payable;
- 11.3 C is the Index or RPI Index (as the context dictates) for the month two (2) months before the date on which the sum is payable;
- 11.4 D is the Index or RPI Index (as the context dictates) for the month two (2) months before the date of this Deed; and
- 11.5 C/D is greater than one.

## **12. INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **13. VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **14. DISPUTE PROVISIONS**

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall, if the dispute cannot be resolved amicably between the relevant Parties within 20 Working Days of written notification of the said dispute, 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.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 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.
- 14.3 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 twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.

14.4 The Expert shall be required to give notice to each of the said parties requiring them to submit to him, within ten 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 ten Working Days.

14.5 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.

**15. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

**16. DELIVERY**

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.

## **FIRST SCHEDULE**

### **Details of the Owner's Title, and Description of the Site**

The freehold land 141 London Road North Lowestoft Suffolk NR32 1ND within registered title number SK127473 shown edged red for indicative purposes only on the Plan and known as the Site.



**SECOND SCHEDULE**  
**Details of the Application**

Application Number	DC/23/1433/FUL
Application Type	Full Application
Date Validated	15 <sup>th</sup> May 2023
Location	141 London Road North Lowestoft Suffolk NR32 1ND
Proposal	Demolition of existing vacant commercial building and construction of five storey mixed use building comprising of residential dwellings (Class C3) on the upper stories and commercial (Class E) on the ground floor with cycle parking, bin storage and amenity space



## Draft Planning Permission



Mr John Snow  
Tetrick Planning Limited  
Build Studios  
203 Westminster Bridge Road  
London  
SE1 7FR

## Planning Permission

**Town and Country Planning Act 1990**

**The Town and Country Planning (Development Management Procedure) (England) Order 2015**

<b>Our reference</b>	DC/23/1433/FUL
<b>Date valid</b>	15 May 2023
<b>Site</b>	141 London Road North, Lowestoft, Suffolk
<b>Parish</b>	Lowestoft
<b>Proposal</b>	Demolition of existing vacant commercial building and construction of five storey mixed use building comprising of residential dwellings (Class C3) on the upper stories and commercial (Class E) on the ground floor with cycle parking, bin storage and amenity space

Permission is hereby **granted** by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

In determining the application, the council has given due weight to all material planning considerations including policies within the development plan as follows:

WLP1.1- Scale and Location of Growth (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP1.2 - Settlement Boundaries (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

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WLP2.1- Central and Coastal Lowestoft Regeneration (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.1 - Housing Mix (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.2 - Affordable Housing (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.18 - New Town Centre Use Development (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.19 - Vitality and Viability of Town Centres (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.21- Sustainable Transport (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.22 - Built Community Services and Facilities (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.28 - Sustainable Construction (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.29 - Design (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.30 - Design of Open Spaces (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.31- Lifetime Design (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.32 - Housing Density and Design (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.33 - Residential Gardens and Urban Infilling (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

WLP8.34 - Biodiversity and Geodiversity (East Suffolk Council - Waveney Local Plan, Adopted March 2019)

National Planning Policy Framework 2023

**Conditions:**

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1. The development hereby permitted shall be begun within a period of three years beginning with the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 as amended.

2. The development hereby permitted shall be completed in all respects strictly in accordance with:

- Site Location Plan, 01, received 05/04/2023;
- Proposed Block Plan, 16, received 15/05/2023;
- Proposed Ground Floor Plan, 05-2021 E, received 22/02/2024;
- Proposed First Floor Plan, 06- 2021 D, received 22/02/2024;
- Proposed Second Floor Plan, 07-2021 C, received 22/02/2024;
- Proposed Third Floor Plan, 08-2021 C, received 22/02/2024;
- Proposed Penthouse Floor Plan, 09-2021 C, received 22/02/2024;
- Proposed Section, 12-2021 A, received 22/02/2024;
- Proposed Section, 14-2021 A, received 22/02/2024;
- Proposed Front and Side Elevations, 172PL(-2)001, received 22/02/2024;
- Proposed Rear Elevation, 172PL(-2)002, received 22/02/2024;
- Transport Statement, DWT296, Dated March 2023, received 08/09/2023;
- Surface Water Drainage Strategy, AEG02835\_NR32\_Lowestoft\_05, received 08/09/2023;
- Financial Viability Appraisal, dated 3rd April 2023, received 15/05/2023;
- Phase 1 Site Investigation, 001LOWEP1, received 18/04/2023;
- Daylight and Sunlight Report, received 05/04/2023;
- Noise Impact Assessment, received 05/04/2023;
- Sustainability and Energy Statement, received 05/04/2023;

for which permission is hereby granted or which are subsequently submitted to and approved by the Local Planning Authority and in compliance with any conditions imposed by the Local Planning Authority.

Reason: For the avoidance of doubt as to what has been considered and approved.

3. Details of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority before development commences. Development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory external appearance of the development.

4. Prior to the construction above damp proof course, a scheme for on-site foul water drainage works, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the occupation of any phase, the foul water drainage works relating to that phase must have been carried out in complete accordance with the approved scheme.

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Reason To prevent environmental and amenity problems arising from flooding

5. No works to or demolition of buildings or structures that may be used by breeding birds shall take place between 14th February and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason: To ensure that nesting birds are protected.

6. The strategy for the disposal of surface water and the Flood Risk Assessment (FRA) (AEG02835\_NR32\_Lowestoft\_05 29-08-2023) shall be implemented as approved in writing by the local planning authority (LPA). The strategy shall thereafter be managed and maintained in accordance with the approved strategy.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained

7. Within 28 days of practical completion of the last dwelling or unit, surface water drainage verification report shall be submitted to the Local Planning Authority, detailing and verifying that the surface water drainage system has been inspected and has been built and functions in accordance with the approved designs and drawings. The report shall include details of all SuDS components and piped networks in an agreed form, for inclusion on the Lead Local Flood Authority's Flood Risk Asset Register.

Reason: To ensure that the surface water drainage system has been built in accordance with the approved drawings and is fit to be put into operation and to ensure that the Sustainable Drainage System has been implemented as permitted and that all flood risk assets and their owners are recorded onto the LLFA's statutory flood risk asset register as required under s21 of the Flood and Water Management Act 2010 in order to enable the proper management of flood risk with the county of Suffolk

8. No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) detailing how surface water and storm water will be managed on the site during construction (including demolition and site clearance operations) is submitted to and agreed in writing by the LPA. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP shall include:

Method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include:-

- i. Temporary drainage systems

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- ii. Measures for managing pollution/ water quality and protecting controlled waters and watercourses
- iii. Measures for managing any on or offsite flood risk associated with construction

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater

<https://www.suffolk.gov.uk/roads-and-transport/flooding-and-drainage/guidance-on-development-and-flood-risk/construction-surface-water-management-plan/>

9. The use shall not commence until the area(s) within the site shown in Drawing No. 05-2021 Rev E for the purposes of secure cycle storage has been provided, and thereafter, the area(s) shall be retained, maintained, and used for no other purposes.

Reason: To ensure that sufficient areas for secure cycle storage are provided in accordance with Suffolk Guidance for Parking (2023) to promote sustainable travel.

10. The areas to be provided for the presentation for collection/emptying of refuse and recycling bins as shown on Drawing No. 05-2021 Rev E shall be provided in their entirety before the development is brought into use and shall be retained thereafter for no other purpose.

Reason: To ensure that space is provided for refuse and recycling bins to be presented for emptying and left by operatives after emptying clear of the highway and access to avoid causing obstruction and dangers for the public using the highway.

11. Prior to commencement of development of each phase (including any demolition, ground works, site clearance or other operational works), a construction management plan shall be submitted to and approved in writing by the local planning authority.

It shall include the following detail:

- a. parking and turning areas for vehicles of site personnel, operatives and visitors;
- b. provision of public car parking during construction;
- c. loading and unloading of plant and materials;
- d. piling techniques (if applicable);
- e. storage of plant and materials;
- f. provision and use of wheel washing facilities;
- g. programme of site and all associated works such as utilities including details of traffic management necessary to undertake these works;
- h. a communications plan to inform local residents of the program of works;
- i. provision of boundary hoarding and lighting;
- j. details of proposed means of dust suppression;
- k. details of measures to prevent mud from vehicles leaving the site during construction;
- l. haul routes for construction traffic on the highway network;
- m. monitoring and review mechanisms;
- n. details of site working and deliveries times to the site during construction phase;

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- o. details of the measures to protect footpaths/cycleways from motorised vehicles accessing them; and
- p. HGV delivery management plan.
- q. details of a Dust Management Plan and a variety of mitigation measures
- r. details on how noise, dust, and light will be controlled
- s. detailed method of demolition

Thereafter, the approved construction management plan shall be adhered to throughout the construction of the development.

Reason: In the interest of highway safety to avoid the hazard caused by mud on the highway, to ensure minimal adverse impact on the public highway during the construction phase, and to reduce the potential impacts of noise pollution and additional vehicular movements in this area during the construction phase of the development.

12. Prior to the first occupation of any residential units, hereby permitted, the specifications detailed in sections 4.4.1 and 4.4.2 of the submitted and approved Noise Impact Assessment Report (ref: CL10409/R1/Rev.B) shall be fully implemented in accordance with the details specified.

Reason: To protect the amenity of future residents

13. All noisy construction activities (i.e. those audible beyond the site boundary) should be restricted to the following hours to minimise the potential for nuisance:
- Monday- Friday: 07.30-18.00
  - Saturday : 08.00- 13.00
  - Sundays/Bank Holidays: No noisy working

These restrictions also apply to deliveries/collections from site.

Reasons: To protect the amenity of nearby residents.

14. The premises shall not be open to customers outside of the following hours: 06:00 to 22:00 Monday to Sunday (including bank holidays)

Reasons: To ensure the appropriate use of the site and to protect the amenities of occupiers of properties in the locality

15. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development Order) 2015 as amended, the two retail units, hereby permitted, shall only be used for purposes within Class E of the Town and Country Planning (Use Classes) Order 1987 (as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020) (or any other Order amending, revoking and re-enacting that order).

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Reason: To ensure the appropriate use of the site and to protect the amenities of occupiers of properties in the locality

16. No development shall take place until plans demonstrating that 40% of the dwellings hereby approved comply with Building Regulation requirement M4(2) 'accessible and adaptable dwellings' and/or requirement M4(3) 'wheelchair user dwellings' have been submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved plans and thereafter retained in accordance with those plans.

Reason: To ensure the development provides accessible and adaptable dwellings in accordance with policy WLP8.31 of the East Suffolk Council - Waveney Local Plan (2019).

17. The residential development hereby approved shall be designed and built to achieve a water consumption rate of no more than 110 litres/person/day. All required water conservation measures installed to achieve this rate shall be retained/upgraded to ensure the required water consumption rate is not exceeded for the lifetime of the development.

Reason: To ensure the finished development implements the approved sustainable measures to comply with policy WLP8.28 of the East Suffolk Council - Waveney Local Plan (2019).

18. Unless Building Regulations require otherwise, all dwellings (including affordable/custom/self build), hereby approved, shall be constructed and fitted out in accordance with the recommendations with the submitted and approved 'Sustainability and Energy Statement' prepared by JS Lewis LTD.

Reason: To ensure a sustainable standard of design interest of addressing climate change to secure sustainable development in accordance with policy WLP8.28 of the East Suffolk Council - Waveney Local Plan (2019).

19. If within 12 months of any demolition of the existing building, no substantial works have been undertaken on the construction of the scheme, hereby permitted, details on remediation of the site, shall be submitted to and approved in writing by the local planning authority. The approved remediation works shall then be completed within 6 months of their approval.

The remediation works details shall include details such as means of enclosures, landscaping, and removal of any unnecessary equipment/waste/building materials/

Reason: To ensure that the site is not left in a state that could harm the character and appearance of the area, which could as a result harm the viability and vitality of the Town Centre.

#### **Informatives:**

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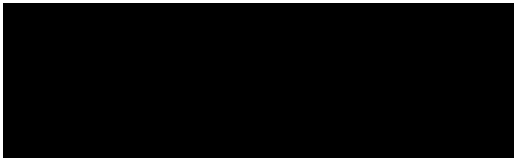
1. The Local Planning Authority has assessed the proposal against all material considerations including planning policies and any comments that may have been received. The planning application has been approved in accordance with the objectives of the National Planning Policy Framework and local plan to promote the delivery of sustainable development and to approach decision taking in a positive way.
2. Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.
3. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.
4. Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.
5. The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.
6. Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.
7. Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act,

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Yours sincerely,



**Ben Woolnough MRTPI | Head of Planning, Building Control and Coastal Management  
East Suffolk Council**

**Date:**

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**POSTAL ADDRESS Riverside, 4 Canning Road, Lowestoft NR33 0EQ**



Please note the content of the following pages in respect of the community infrastructure levy which may affect your development, Building Regulations and appeals against decisions.

### **Community Infrastructure Levy**

East Suffolk Council is a Community Infrastructure Levy (CIL) Charging Authority.

The proposed development referred to in this planning permission may be chargeable development liable to pay Community Infrastructure Levy (CIL) under Part 11 of the Planning Act 2008 and the CIL Regulations 2010 (as amended). For more information and CIL forms please see:

[About the Community Infrastructure Levy | Community Infrastructure Levy | Planning Portal](#)

[Community Infrastructure Levy \(CIL\) » East Suffolk Council](#)

If your development is for the erection of a new building, annex or extension or the change of use of a building over 100sqm in internal area or the creation of a new dwelling, holiday let of any size or convenience retail, your development may be liable to pay CIL and you must submit a CIL Form 2 (Assumption of Liability) and CIL Form 1 (CIL Questions) form as soon as possible to [CIL@eastsoffolk.gov.uk](mailto:CIL@eastsoffolk.gov.uk)

A CIL commencement Notice (CIL Form 6) must be submitted at least 24 hours prior to the commencement date. The consequences of not submitting CIL Forms can result in the loss of payment by instalments, surcharges and other CIL enforcement action.

### **Building Regulations**

Most work, including change of use, has to comply with Building Regulations. Have you made an application or given notice before work is commenced?

### **Appeals to the Secretary of State**

Notification to be sent to an applicant when a local planning authority refuse planning permission or grant it subject to conditions

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under;  
Planning applications: Section 78 Town & Country Planning Act 1990.  
Listed Building applications: Section 20 Planning (Listed Buildings and Conservation Areas) Act 1990.  
Advertisement applications: Section 78, Town and Country Planning Act 1990 Regulation 15, Town & Country Planning (Control of Advertisements) Regulations 2007.

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- Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice.
- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- Appeals can be made online at:  
<https://www.gov.uk/appeal-planning-decision> (Full planning application)  
<https://www.gov.uk/appeal-householder-planning-decision> (Householder)  
<https://www.gov.uk/planning-inspectorate> (All other)  
 If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK.](#)

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**THIRD SCHEDULE**  
**The Owner Covenants with the Council**

**1. DEFINITIONS**

<b>“Affordable Housing”</b>	Housing that will be available to eligible households and as defined in Annex 2 of the National Planning Policy Framework (2024) or any amending or subsequent national planning policy that may be published by the Government whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices (unless otherwise agreed in writing with the Council);
<b>“Affordable Housing Contribution”</b>	means the sum determined by the Late Stage Viability Appraisal and the Formula at the Third Schedule and approved in the Late Stage Review Report which will be used by the Council towards the provision of Affordable Housing through the acquisition of land or the construction or development of new properties or the purchase or refurbishment of existing market properties in East Suffolk
<b>“Expert”</b>	means the independent expert appointed for the purposes of Clause 14
<b>“Formula”</b>	means that formula specified in the Third Schedule upon which to base the review of the Viability of the Development
<b>“Habitat Mitigation Contribution”</b>	means a contribution of £374.29 (three hundred and seventy four pounds and twenty nine pence (£374.29) per Dwelling Index Linked payable to the Council in accordance with this Third Schedule towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to Council’s Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document;
<b>“Independent Assessor”</b>	means the person appointed by the Council being a member of the RICS and having at least 5 years’ experience in affordable housing

viability to review the Viability of the Site and the Late Stage Viability Appraisal and prepare a Late Stage Review Report in accordance with the Third Schedule of this Deed

**“Late Stage Review”**

means the review of financial viability of Development at the Late Stage Review Date to determine, in accordance with the provisions of the Third Schedule of this Deed, whether any Affordable Housing Contribution can be provided.

**“Late Stage Review Date”**

The Occupation of the 34th Dwelling of the Development

**“Late Stage Review Report”**

means a written report by the Independent Assessor in response to the Late Stage Viability Appraisal which shall confirm if any Affordable Housing Contribution is payable and such report shall not be final until the Council and the Owner have each had 30 Working Days to comment on the findings of the report and supply further information if applicable.

**“Late Stage Viability Appraisal”**

means a new viability appraisal for the development assessed in the Original Viability Appraisal to be undertaken by the Owner at its own expense and approved by the Independent Assessor based upon and revising the Original Viability Appraisal to be prepared in accordance with the Third Schedule and using the Formula

**“Original Viability Appraisal”**

means the appraisal of the viability of the development in the report dated 18 April 2023 and assessed by the Council on 29 September 2023

**“Viability”**

means whether the Development can proceed with agreed Owner profit margin of 20% as agreed in the Original Viability Report and as reviewed in the Late Stage Viability Appraisal

**2. AFFORDABLE HOUSING LATE STAGE REVIEW MECHANISM**

2.1 Prior to the Occupation of the thirty fourth (34th) Dwelling the Owner shall submit to the Council a Late Stage Viability Appraisal (using a methodology as close as reasonably possible to that

- contained in the Original Viability Appraisal and based upon the Formula) and which shall be reviewed by the Independent Assessor
- 2.2 The Owner shall pay immediately upon receipt of written request to the Council the full reasonably and properly incurred costs of the Independent Assessor who shall produce the Late Stage Review Report
- 2.3 In the event that the Independent Assessor requires further Late Stage Viability Appraisal documentation or supporting evidence of the same, this shall be requested from the Owner within 10 Working Days of the date the Late Stage Viability Appraisal was submitted to the Council. Then the Owner shall provide any reasonably required information to the Independent Assessor within 10 Working Days of receiving the relevant request and this process may be repeated up to 2 times so that the Independent Assessor has all the information it reasonably requires to assess whether in its view any Affordable Housing Contribution is due in accordance with the Formula.
- 2.4 Following a completion of the assessment of the information submitted pursuant to paragraph 2.1 and 2.3 of this Third Schedule, the Council shall notify the Owner in writing of its decision as to whether the conclusions of the Late Stage Viability Appraisal are accepted or disputed and if disputed setting out the grounds of dispute, and whether any Affordable Housing Contribution is required and, if so, the level of the Affordable Housing Contribution due.
- 2.5 If the Council notifies the Owner pursuant to paragraph 2.4 of this Third Schedule that an Affordable Housing Contribution is required, the Owner shall pay the Affordable Housing Contribution to the Council within 20 Working Days of the date on which such notice is served save as provided by paragraph 2.7
- 2.6 The Council shall respond in writing within 30 Working Days of receipt of the Late Stage Viability Appraisal, or in the event that further information or supporting evidence is required pursuant to paragraph 2.3 above, within 30 Working Days of receipt of a satisfactory response to the request, PROVIDED THAT if the Owner fails to receive a response within 30 Working Days then the Late Stage Viability Appraisal shall be deemed to have been approved by the Council.
- 2.7 In the event that the Owner disputes the Council's conclusions of the Late Stage Viability Appraisal, then,
- 2.7.1 a Notice in accordance with 2.8 of the Operative Part needs to be sent to the Council by the Owner setting out the matters in dispute within 10 Working Days from the date of the Council's response that was made in accordance with paragraph 2.4 of this Third Schedule
- 2.7.2 if the matters in dispute are not resolved between the Parties within 15 Working Days following the receipt of the Notice, then:
- 2.7.3 the matter shall be referred to an Expert in accordance with Clause 14 of this Deed and the Expert's determination shall be deemed final for the purposes of this Deed, and the Affordable Housing Contribution determined by the Expert, if any, shall be made within 20 Working Days of the date of Expert's determination



## THE FORMULA

The Formula to be used to assist in the determination of the Affordable Housing Contribution (if any) shall be;

$$X = ((A - B) - (C - D) - P) - E$$

And the Affordable Housing Contribution shall be calculated by the Formula

$X \times 0.5$ , always provided the result is a positive number.

### Definitions

X = Surplus profit, 50% of which shall be available for the provision of the Affordable Housing Contribution

A = Estimated GDV of Development as determined at the time of the Late Stage Viability Appraisal

B = Estimated GDV of Development as determined at the date of the Original Viability Appraisal (Ten Million Four Hundred Thirteen Thousand Three Hundred and Sixty Eight pounds (£10,413,368))

C = Estimated build costs as determined at the time of the Late Stage Viability Appraisal

D = Estimated build costs as determined at the date of the Original Viability Appraisal (Six Million, Nine Hundred and Sixteen Thousand Nine Hundred and Forty Five Pounds (£6,916,945))

E = Deficit: as determined by the Original Viability Appraisal, (Four Hundred and Ninety Six Thousand One Hundred and Seventy Three Pounds (£496,173))

$$P = (A - B) \times Y$$

Y = Developer profit as a percentage of GDV as determined at the application stage 20%

Any Affordable Housing Contribution as identified above shall be paid by the Owner to the Council prior to the Occupation of the 35th Dwelling of the Development.

**3. HABITAT MITIGATION CONTRIBUTION**

- 3.1 The Owner covenants to provide written notification of Commencement of Development to the Section 106 Officer within 10 Working Days
- 3.2 The Owner covenants to pay the Habitat Mitigation Contribution to the Council prior to Commencement of Development.

**Fourth Schedule**  
**The Owner's Covenants with the County Council**

**1. HIGHWAYS CONTRIBUTION – TRAFFIC REGULATION ORDER**

- 1.1 The Owner covenants to pay the TRO Contribution to the County Council prior Commencement of Development
- 1.2 The Owner covenants not Commence Development until the TRO Contribution has been paid to the County Council

**2. TRAVEL PLAN EVALUATION AND SUPPORT CONTRIBUTION**

The Owners hereby covenant with the County Council as follows:

- 2.1 To pay the Travel Plan Evaluation and Support Contribution in respect of the Travel Plan to the County Council prior to first Occupation of the first (1<sup>st</sup>) Dwelling and thereafter to pay a further Travel Plan Evaluation and Support Contribution on each anniversary of the date of the first (1<sup>st</sup>) Dwelling Occupation for a minimum period of five (5) years or until one year after the first Occupation of the final Dwelling whichever is the longer period
- 2.2 Not to Occupy or permit the first (1<sup>st</sup>) Dwelling Occupation until the first Travel Plan Evaluation and Support Contribution in respect of the Travel Plan has been paid to the County Council
- 2.3 Not to Occupy or permit further Occupations of the Dwellings beyond the anniversary each year of the date of the first (1<sup>st</sup>) Dwelling Occupation until the relevant payment has been made each year in accordance with paragraph 2.1 of this Schedule

## FIFTH SCHEDULE

### COUNCIL COVENANTS

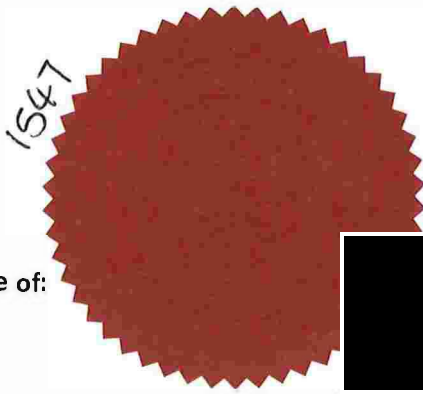
1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council shall use the Habitat Mitigation Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Habitat Mitigation Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed.
3. The Council shall if requested to do so in writing after the expiry of TEN (10) years of the date that the Habitat Mitigation Contribution was paid within ONE (1) year pay to any such person such amount of the Habitat Mitigation Contribution paid by that person in accordance with the provisions of this Deed which have not been committed or expended by the Council, such payment to be made within TWENTY EIGHT (28) working days of such a request together with any interest thereon.
4. If the Affordable Housing Contribution is paid, the Council shall use the Affordable Housing Contribution for the purposes set out in the Deed within ten (10) years from receipt PROVIDED THAT nothing shall prevent the Council from paying any part of the Affordable Housing Contribution to a person, body or company that may be responsible for the carrying out of the work as set out in this Deed

## SIXTH SCHEDULE

### COUNTY COUNCIL COVENANTS

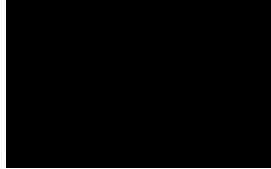
1. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The County Council shall use all sums received under the terms of this Deed for the purposes specified in this Deed within five (5) years from the date the final Dwelling was first Occupied.
3. In the event that the TRO Contribution received by the County Council in accordance with the terms of this Deed has not been spent or committed for expenditure by the Council within five (5) years following the date the final Dwelling is first Occupied the County Council shall refund to the person who made such payment any part of the monies which have not been spent or committed for expenditure, together with any accrued interest to be repaid at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end. If for any period the Bank of England Base Rate is at or below 0.002% then no interest shall be payable for that period by any party to this Deed. Such payments shall be made within twenty-eight (28) Working Days of such request.

THE COMMON SEAL of  
EAST SUFFOLK COUNCIL  
was affixed in the presence of:

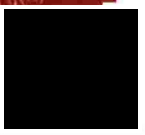


fficer

THE COMMON SEAL of  
SUFFOLK COUNTY COUNCIL  
was affixed in the presence of:



.....Authorised Officer



EXECUTED AS A DEED BY  
PANTHER (VAT) PROPERTIES LIMITED



17 / JACK BISPHAM  
DIRECTOR



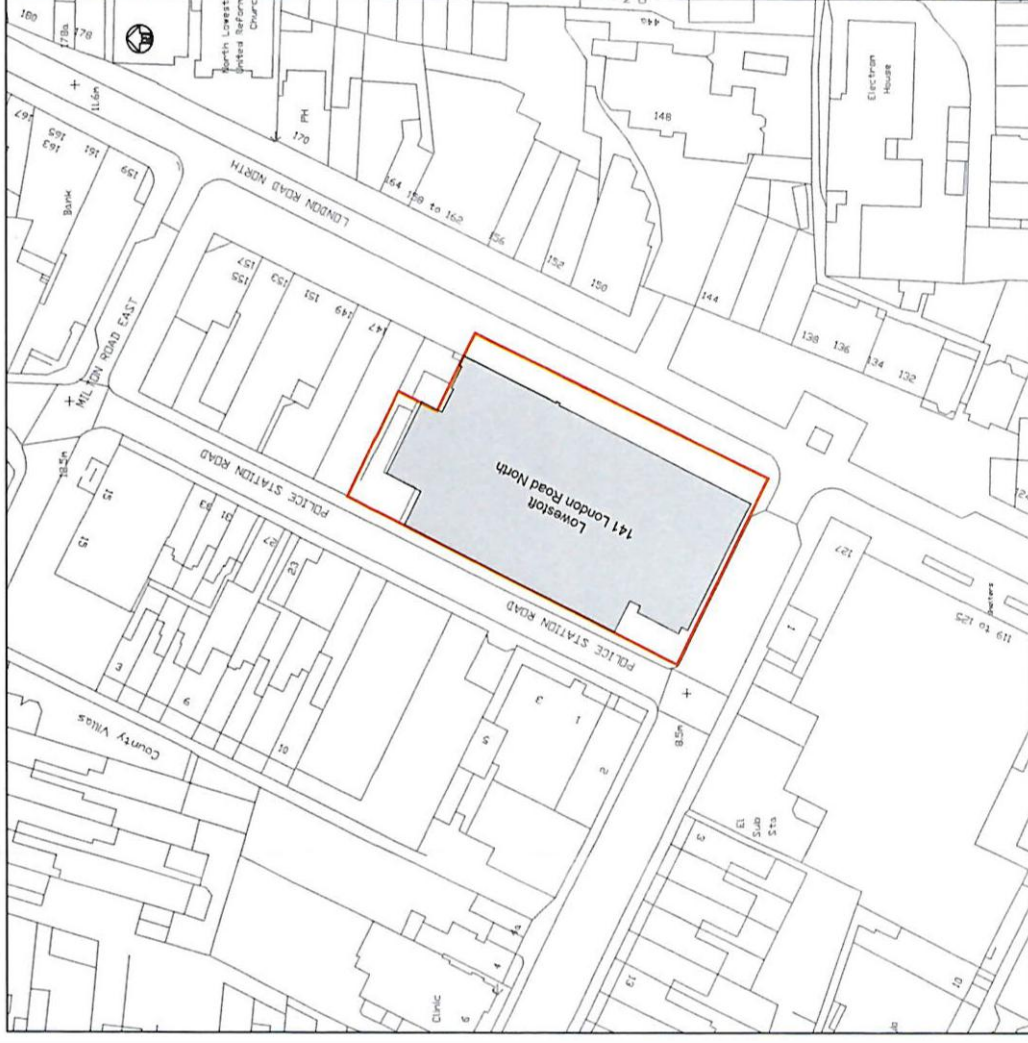
SIMON PETERS  
DIRECTOR

Executed as a Deed by HSBC CORPORATE  
TRUSTEE COMPANY (UK) LIMITED by  
director or the company attorney:  
Director/ Attorney

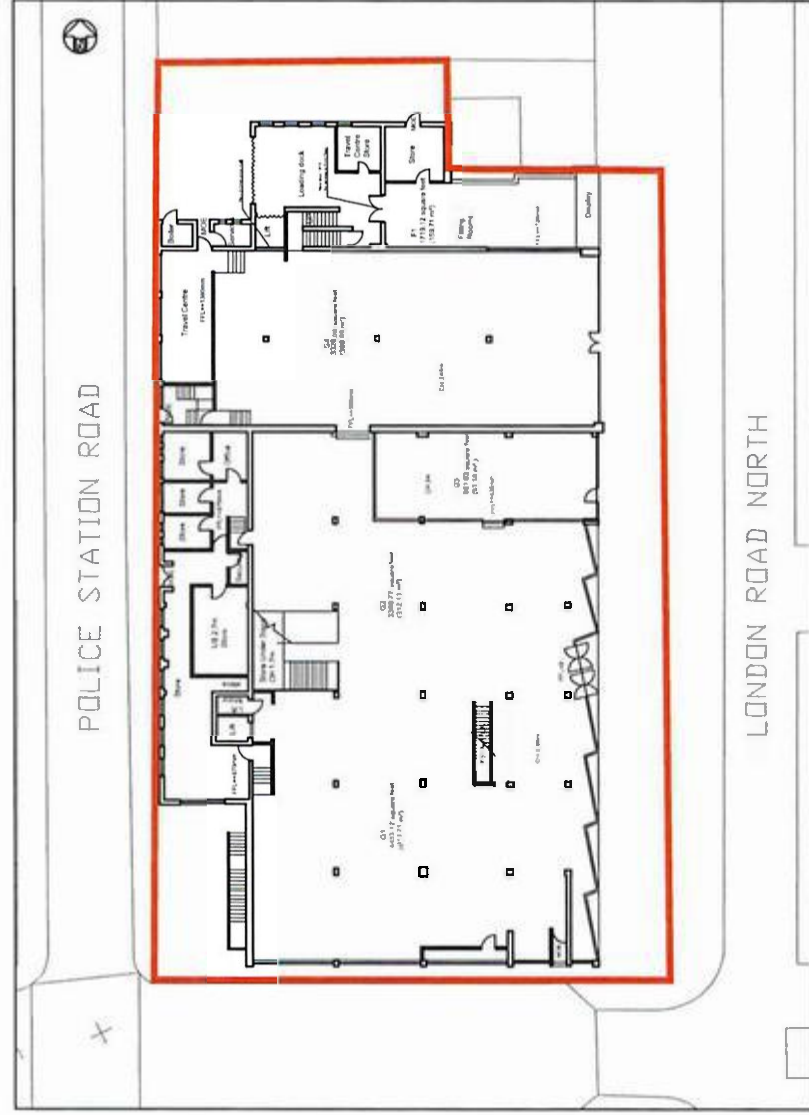


Ian TSANG  
Authorised Signatory





Location Plan - Scale 1:1250



Scale 1:500



Rev Notes

Date

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STATUS

CLIENT

MULTITRUST PROPERTY INVESTMENT LIMITED

JOB TITLE

141 LONDON ROAD NORTH  
LOWESTOFT, SUFFOLK  
NR32 1ND

DRAWING TITLE  
EXISTING SITE PLA



Unicorn House  
Station Close  
Potters Bar  
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W: pantherplc.com

REG. NO. 101304  
REG. NO. 29147

ARCHITECT'S O.	DRAWN	DATE
SCALE	IT	29.07.2021
1:500, 1:1250	CHECKED	RIBA WORKSTAGE
DRAWING NO.	REVISION	
01 - Location Plan		