

**Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990**  
relating to land at Land East of Abbey Road, Leiston

Dated: 17<sup>th</sup> NOVEMBER

2022

**EAST SUFFOLK COUNCIL (1)**  
**SUFFOLK COUNTY COUNCIL (2)**  
**LIMITBROOK LIMITED (3)**

East Suffolk Council,  
East Suffolk House  
Riduna Park, Station Road  
Melton  
IP12 1RT

Ref JB/DC/20/5181/OUT

DATE 17<sup>th</sup> NOVEMBER

2022

**PARTIES**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich Suffolk IP1 2BX ("the County Council")
- (3) **LIMITBROOK LIMITED** of (Co. Regn. No. 1988941) c/o K Shah and Co. Buckingham House East The Broadway Stanmore Middlesex HA7 4EB ("the Owner")

**INTRODUCTION**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the local highway authority (except for trunk roads) and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- 3 The Owner is the freehold owner of the Site under Land Registry title number SK110416.
- 4 The Council has resolved to grant Planning Permission subject to conditions and the completion of this Deed for the provision of affordable housing, footpath / cycle provisions and the payment of certain financial contributions set out herein.
- 5 The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meets the test set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

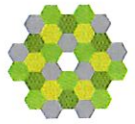
**OPERATIVE PART**



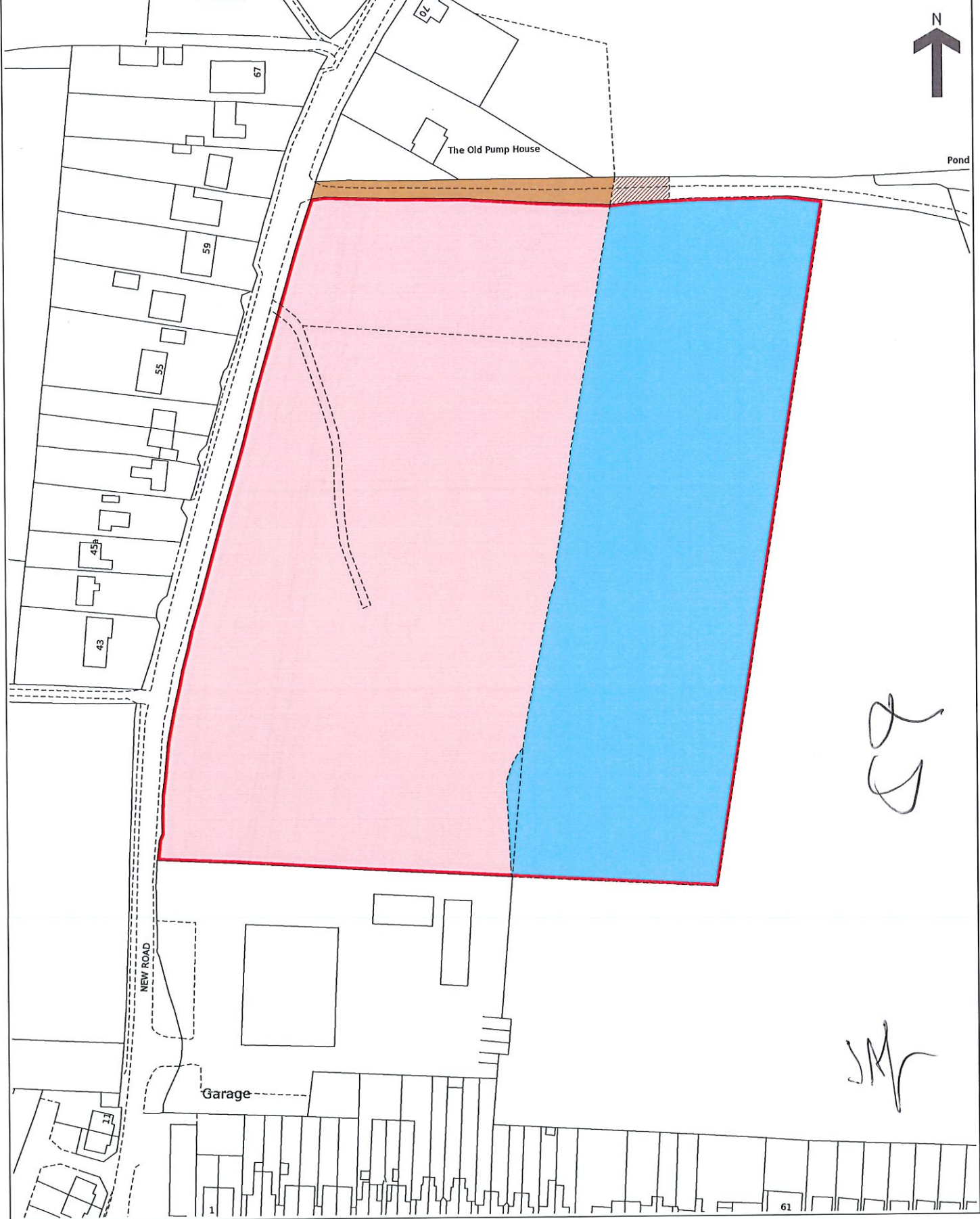
“Dwelling”	any dwelling (including a house bungalow flat or maisonette and including both Affordable Dwellings and Market Housing Units) to be constructed pursuant to the Planning Permission and “Dwellings” shall be construed accordingly.
“Index”	All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation.
“Index Linked”	means the increase in any sum referred to in the Third Schedule by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 11 of this Deed;
“Interest”	interest at 4 per cent above the minimum lending rate of the Bank of England from time to time.
“Local Plan”	the East Suffolk Council – Suffolk Coastal Local Plan 23 September 2020
“Occupation” and “Occupied”	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.
“Plan	the plan attached to this Deed.
“Planning Permission”	the outline 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 and any planning permission granted pursuant to s.73 of the act subsequently granted.
“Section 106 Officer”	The officer so designated by the Council and any notice required to be served on

HM Land Registry  
Official copy of  
title plan

Title number **SK110416**  
Ordnance Survey map reference **TM4463SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Suffolk : East Suffolk**



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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

“Site” 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.

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter 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 functions.
- 2.7 The headings are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use all reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred
- 2.9 Any notices required to be given under the terms of this Agreement 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 to or upon whom

it is to be given or served at the address for that party given in this Agreement or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notice pursuant to this Deed or if not such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting

**3 LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

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 authorities against the Owner and their successors in title.

**4 CONDITIONALITY**

The obligations set out in the Third Schedule the Fourth Schedule and Fifth Schedule are conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for clauses 8.14, 8.15, 8.16, 8.17, 15 and 16 which shall come into effect immediately take effect immediately upon completion of this Deed.

**5 THE OWNER'S COVENANTS**

5.1 The Owner hereby covenants with the Council and County Council as set out in the Third Schedule so as to bind the Site and each and every part thereof

5.2 The Owner warrants that he is the freehold owner of the Site and has full power and capacity to enter into this Deed and that no other party has a legal interest in the Site which would require them to be a party to this Deed

**6 THE COUNCIL COVENANTS**

6.1 The Council hereby covenant with the Owner as set out in the Fourth Schedule.

**7 The County Council Covenants**

The County Council hereby covenant with the Owner as set out in the Fifth 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 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) 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 and in the case of the County Council any such agreement, consent, approval, or expression of satisfaction shall be given by the Executive Director of Growth Highways and Infrastructure (or duly appointed successor) or officer acting under his or her hand;
- 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 clauses of this Deed are 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 entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.8 This Deed shall be enforceable (in respect of any restriction on occupation and use only) against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission and against those deriving title from them

- 8.9 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.
- 8.10 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act;
- 8.10.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to section 73 of the Act; and
- 8.10.2 the definitions of Development Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.12 The Owner covenants from the date that this Deed takes effect to allow the Council, the County Council and their 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 The Owner hereby 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 Deed are hereby waived
- 8.14 The Owner covenants to pay the Council's reasonable legal costs incurred in the preparation and negotiation of this Agreement on completion of this Deed
- 8.15 The Owner covenants to pay the Council's monitoring fee of £1224 on completion of this Deed

8.16 The Owner covenants to pay to the County Council on or before completion of this Deed its reasonable legal costs incurred in the negotiation preparation execution and completion of this Deed

8.17 The Owner covenants to pay to the County Council on or before completion of this Deed a contribution of £824.00 (eight hundred and twenty-four pounds) (no VAT) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms 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 both the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the District Council's reference DC/20/5181/OUT and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof.

10.1 For the avoidance of doubt, the Owner shall not be obliged by this obligation to notify the Council of every plot or Dwelling disposal, but only if it disposes of all its freehold interest in the site.

## **11 INDEXATION**

Any sum referred to in the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index (unless the context reads otherwise) 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:

10.1 A is the sum payable under this Deed;

10.2 B is the original sum calculated as the sum payable;

10.3 C is the Index for the month 2 months before the date on which the sum is payable;

10.4 D is the Index for the month 2 months before the date of this Deed; and

10.5 C/D is greater than 1

**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 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 to the dispute 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 part 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 to the dispute 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 or the County 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 Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**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.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

**FIRST SCHEDULE**

**Details of the Owner's Title, and description of the Site**

Freehold land East of Abbey Road Leiston Suffolk within registered title number SK110416 shown edged red for identification only on the Plan.

**SECOND SCHEDULE**

**Brief details of the Application**

Application Number:	DC/20/5181/OUT
Application Type:	Outline
Date Received:	18 December 2020
Location:	Land East of Abbey Road, Leiston Suffolk
Proposal:	Outline Application (Some Matters Reserved) – the erection of up to 100 new residential units (C3) with employment floorspace (E) (approx. 1000sq m) and family orientated public house/restaurant (approx. 770sq m)
Applicant:	Limitbrook Limited

### THIRD SCHEDULE

#### The Owner's Covenants with the Council and County Council

##### Definitions

**"100% staircaser"**

means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling;

**"Additional First Homes Contribution"**

means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.9, 3.8 or 3.9 of this Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;



**“Affordable Dwellings”**

that part of the Development comprising one in every three Dwellings to be made available as Affordable Housing to be approved by the Council as part of the Affordable Housing Scheme the exact number, plot numbers, tenure and location of which shall be agreed as part of the Affordable Housing Scheme or any amendment thereto agreed in writing with the Council

**“Affordable Dwellings for Rent”**

Affordable Housing let by a Registered Provider to Eligible Persons where the rent level is capped at 80% of the local market rent (including any service charges, where applicable) and within local housing allowance rates, or as otherwise agreed with the Council in writing;

**“Affordable Housing”**

Housing that will be available to eligible households and as defined in Annexe 2 of the National Planning Policy Framework (2021) 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)

**“Affordable Housing Scheme”**

A scheme to be submitted for the provision of the Affordable Dwellings generally in accordance with the Affordable Housing Table unless otherwise agreed with the Council such Affordable Housing Scheme shall include details of;

- the timescale and programme for

implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;

- the name and registration number of the Registered Provider, where known;

- a plan and schedule indicating the number, location, tenure, plot numbers, type and size (including number of occupants each dwelling can house) of Affordable Dwellings allocated to the Affordable Housing Scheme;

- full details of the Affordable Housing mix if differing from that set out in the Affordable Housing Table (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council);

- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme;

**“Affordable Housing Table”**

Means the table in the Third Schedule Part 1 indicating the house types and tenure types of the Affordable Dwellings unless otherwise agreed in writing with the Council

**“Allocation Policy”**

Means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Dwellings for Rent

**“Armed Services Member”**

means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member

who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

**“Chargee”**

any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925,

**“Compliance Certificate”**

means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 3.2 applies the Eligibility Criteria (Local);

**“Cycle Improvement Contribution”**

The sum of £30,000 (being £250 per Dwelling and £5,000 towards other uses) Index Linked to be paid to the County Council towards improvements to a cycle scheme on the B1122

**“Discount Market Price”**

Means a sum which is the Market Value of a First Home discounted by at least 30%

**“Disposal”**

means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest other than:

(a) a letting or sub-letting of a First Home in accordance with paragraph 3

(b) a transfer of the freehold interest in a First Home or land on

which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner

(c) an Exempt Disposal

and “Disposed” and “Disposing” shall be construed accordingly;

**“Eligibility Criteria (Local)”**

means local criteria met in respect of a purchase of a First Home if:

(a) the purchaser meets the criteria in the Local Connections Cascade (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connections Cascade ); and

(b) the purchaser meets any further local criteria in effect at the date of the relevant disposal of a First Home

it being acknowledged that at the date of this agreement Deed the Council has only prescribed Eligibility Criteria (Local) in respect of (a);

**“Eligibility Criteria (National)”**

means criteria which are met in respect of a purchase of a First Home if:

(a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and

(b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed £80,000 or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home;

**“Eligible Person”**

Means a person or persons on the housing register maintained by the Council or who is otherwise approved by the Council as being in need of separate or alternative accommodation and unable to buy housing generally available on the open market

**“Exempt Disposal”**

means the Disposal of a First Home in one of the following circumstances:

(a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner

(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner

(c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order

(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 1.9 shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 3;

**“First Home”**

means a Dwelling which may be

disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap ;

**“First Homes Owner”**

means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or
- (b) the freehold a tenant or sub-tenant of a permitted letting under paragraph 3;

**“First Time Buyer”**

means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

**“Habitat Contribution”**

**Mitigation**

to pay the sum of THREE HUNDRED AND TWENTY ONE POUNDS AND TWENTY TWO PENCE (£321.22) per Dwelling Index Linked to the Council prior to Commencement of Development towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to the Local Plan Policies and the Appropriate Assessments of the Local Plans and the Recreational Disturbance Avoidance and Mitigation

**“Homes England”**

The non-departmental public body responsible for creating thriving communities and affordable homes in England and which is the Regulator of Social Housing within the meaning of section 81 of the Housing and Regeneration Act 2008 or such other body that may replace it in either function;

**“Local Connection Cascade ”**

the local connections criteria to be applied to each and every let or sale of an Affordable Dwelling as set out in Appendix B

**“Management Company”**

A company or body who will take over responsibility for the future ownership and maintenance of the Open Space in perpetuity and which definition can include a residents association established for this purpose, a private limited company or a community interest company or other organisation primarily for the benefit of the general public in the location of the Site

**“Market Dwellings”**

that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

**“Market Value”**

means the open market value as assessed by a Value of a Dwelling and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount in the valuation

<b>“Mortgagee”</b>	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire an Affordable Dwelling including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring an Affordable Dwelling;.
<b>“Nomination Agreement”</b>	the agreement to be entered into by the Council and the Registered Provider in respect of rights for the Council to nominate Eligible Persons for the Affordable Dwellings for Rent in the form provided by the Council a draft of which is appended to this Deed at Appendix A;
<b>“Open Space”</b>	The areas of open space within the Site to be laid out in accordance with the Open Space Plan
<b>“Open Space Plan”</b>	A plan to be submitted to the Council for approval indicating the location of the Open Space
<b>“Open Space Specification”</b>	a written scheme submitted to the Council alongside the Open Space Plan for approval setting out the size and location of the Open Space the equipment to be provided, the works to be carried out to lay out and complete the Open Space and the arrangements for maintaining and managing the Open Space which may include maintenance in perpetuity by a Management Company or any amendment thereto agreed in writing with the Council
<b>“Open Space Transfer”</b>	a transfer of the Open Space to the



Management Company which inter alia shall contain the following provisions:

- a) The Owner shall transfer the fee simple estate free from encumbrances save those set out in the title:
- b) All easements and rights necessary in relation to access for the benefit of the Open Space
- c) Any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development
- d) Restrictive covenants by the Management Company
  - (i) Not to use or permit the Open Space to be used for any purpose other than the provision of recreational facilities or amenity land for use by the general public as defined in this Deed and shown on the Open Space Plan
  - (ii) Not to use or permit the Open Space to be used in a manner which may be or becomes a nuisance (whether or not amounting to a legal nuisance) annoyance, disturbance, or cause damage to the rest of the Development

**“Practical Completion”**

means the stage reached when the construction of a Dwelling is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied;

**“Price Cap”**

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be set locally or published from time to time by the Secretary of State;

**“Protected Person”**

Means any person who:

- a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling;
- c) a 100% Staircaser;
- d) any successor in title to a Chargee or Mortgagee of the persons named in a) – c) above;
- e) any Mortgagee of a Shared Ownership Dwelling lawfully exercising the mortgagee protection provisions

within that Shared Ownership Lease;

**“Public Rights of Way Contribution”** means the sum of THIRTY TWO THOUSAND AND SIX HUNDRED POUNDS (£32,600) Index Linked

**“Public Transport Contribution”** the sum of TWENTY FIVE THOUSAND POUNDS (£25,000,00) Index Linked

**“Qualifying Person”** Means a person or persons unable to buy housing generally available on the open market and whose household income is below £80,000 (or such other amount agreed in writing with the Council in accordance with government policy);

**“Reasonable Consideration”** Offer prices from Registered Providers which give the Owner a reasonable consideration having regard to current market conditions in the acquisition of affordable housing of a similar type and location by Registered Providers on a grant free basis via Section 106 Agreements

**“Registered Provider”**

either:-

**or “RP”**

(i) A body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;

(ii) any person or body or entity which is registered as a provider or social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008

(iii) any body, organisation or company which is registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord;

to be approved in writing by the Council;

**“SDLT”**

means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;

**“Secretary of State”**

means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function;

**“Shared Ownership Dwelling”**

means those Dwellings purchased on a Shared Ownership Lease;

**“Shared Ownership Lease”**

Means a lease in a form approved by Homes England or where there is no such form in a form approved by the Council, such lease to provide for the following:

- i. not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold

to the purchaser by the Registered Provider;

- ii. power to the purchaser to increase their ownership up to 100%;
- iii. an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England;

**“Travel Plan”**

A long-term management strategy submitted in accordance with planning conditions of the Planning Permission for the Development that seeks to deliver sustainable transport objectives that is regularly monitored, reviewed and updated

**“Travel Plan Evaluation and Support Contribution”** means the sum of ONE THOUSAND POUNDS (£1,000.00) Index Linked per annum payable in accordance with the Third Schedule, Part 2 of this Deed towards the costs of the County Council monitoring the implementation of the Travel Plan;

**“Valuer”** means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity;

## **PART 1**

### **1. AFFORDABLE HOUSING**

- 1.1 The Owner covenants not to Commence Development until the Affordable Housing Scheme has been agreed in writing with the Council
- 1.2 The Owner covenants that no more than 40% of the Market Dwellings shall be Occupied (save unless otherwise agreed with the Council) until the Council has been notified of the name and registration number of the proposed Registered Provider for the Affordable Dwellings (save for any Affordable Dwellings to be sold directly by the Owner)
- 1.3 The Owner covenants that no more than 40% of the Market Dwellings shall be Occupied (save unless otherwise agreed with the Council) until a contract has been entered into with a Registered Provider for transfer of all the Affordable Dwellings [(save for any Affordable Dwellings to be sold directly by the Owner) unless otherwise agreed in writing with the Council.
- 1.4 The Owner covenants that no more than 60% of the Market Dwellings shall be Occupied until the Affordable Dwellings have been constructed in accordance with the Planning Permission made ready for residential Occupation and either transferred to a Registered Provider or marketed for sale to Qualifying Persons or First Time Buyers in accordance with the terms of this Deed.

- 1.5 The Owner covenants that from the date of Practical Completion the Affordable Dwellings shall not be used other than for the purposes of Affordable Housing for Eligible Persons or Qualifying Persons or First Time Buyers in accordance with the Affordable Housing Scheme subject however to the provisions herein.
- 1.6 In the event that a Registered Provider cannot be found for any of the Affordable Dwellings [(save for any Affordable Dwellings to be sold directly by the Owner subject to the Sales Procedure)] throughout England despite the Owner's reasonable endeavours to do so the Owner will be required to prove to the Council's satisfaction (the Council at all times acting reasonably) that demand from Registered Providers has not been forthcoming for Reasonable Consideration.
- 1.6.1 If the Council is satisfied that demand from Registered Providers has not been forthcoming for Reasonable Consideration the Council will enter into written negotiations with the Owner to seek an agreed way forward that does not disadvantage the Owner whilst maximising the provision of Affordable Housing.
- 1.7 If after three calendar months of handover of the Affordable Dwellings to the Registered Provider there remains any Affordable Dwellings not leased or sold and the Registered Provider can provide evidence to the Council's satisfaction there are no prospective occupants the Registered Provider shall be free to seek written agreement of the Council to convert those Affordable Dwellings to an alternative form of affordable housing defined within Annex 2 to the National Planning Policy Framework (February 2021) (or any amended or subsequent national planning policy that may be published by the Government from time to time).
- 1.8 Nothing in this Schedule shall be binding on a Protected Person or any Mortgagee or Chargee of a Protected Person or any receiver appointed by such Mortgagee or Chargee or any person deriving title from any such person.
- 1.9 The Affordable Housing obligations in this Third Schedule shall not apply to any Mortgagee or Chargee (or any receiver (including an administrative receiver appointed by such Mortgagee or Chargee) or any other person appointed under any security documentation to enable such Mortgagee or Chargee to realise its security or any administrator (howsoever appointed)

including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Dwellings or any individual First Home or any persons or bodies deriving title through such Chargee, Mortgagee or Receiver PROVIDED THAT:

- 1.9.1 such Chargee or Receiver of an Affordable Dwelling for Rent or Shared Ownership Dwelling shall first give written notice to the Council of its intention to Dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a Disposal of the Affordable Dwelling[s] to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 1.9.2 if such Disposal of the Affordable Dwelling[s] for Rent or Shared Ownership Dwelling[s] has not completed within the three month period, the Chargee or Receiver shall be entitled to Dispose of the Affordable Dwelling[s] for Rent or Shared Ownership Dwelling[s] free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely
- 1.9.3 such Mortgagee or Receiver of a First Home shall first give written notice to the Council of its intention to Dispose of the relevant Dwelling; and
- 1.9.4 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home subject only to paragraph 1.9.5
- 1.9.5 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution- -
- 1.9.6 following receipt of notification of the Disposal of the relevant First Home the Council shall:



- i. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 3.5; and
- ii. apply all such monies received towards the provision of Affordable Housing in East Suffolk

Affordable Housing Table

House Type	Tenure	Number / percentage
	Affordable Dwellings for Rent	50%
	Shared Ownership	25%
	First Homes	25%

**2. Affordable Dwellings For Rent and Shared Ownership Dwellings**

- 2.1 The Registered Provider shall enter into a Nomination Agreement with the Council and shall not let dispose or otherwise permit the Occupation of any of the Affordable Dwellings for Rent until such Nomination Agreement has been entered into
- 2.2 On the first and any subsequent letting of an Affordable Dwelling for Rent the Council will (unless otherwise agreed in writing) nominate eligible applicants in accordance with the Allocation Policy and Nomination Agreement (Priority will go to applicants who have a Local Connection in accordance with the Local Connections Cascade at Appendix B).
- 2.3 The Registered Provider shall not dispose of any interest in any of the Affordable Dwellings for Rent other than by way of an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (or any form of residential tenancy prescribed by statute in substitution for or in addition to those) PROVIDED THAT nothing in this paragraph shall be deemed to prohibit the sale of the Affordable Dwellings individually or together (in any numerical combination) as one transaction (whether or not subject to any tenancy) to a

Registered Provider nor prevent any Registered Provider from charging the Affordable Dwellings in whole or part.

- 2.4 The Owner will notify the Council within 28 days of the transfer of any Affordable Dwellings to a Registered Provider of the plot number, street address, house type, size and tenure of each dwelling and date of transfer.
- 2.5 In the event that 100% of the Shared Ownership Dwelling is purchased:
- 2.5.1 the proceeds from the final sale of the Shared Ownership Dwelling are to be ringfenced by the Registered Provider for 5 years and used for the provision of Affordable Housing within the East Suffolk District, and should the owner of the Shared Ownership Dwelling wish to sell it he must notify the Registered Provider and allow the Registered Provider to purchase the Shared Ownership Dwelling back in the first instance at Market Value;
  - 2.5.2 in the event the Registered Provider purchases the Shared Ownership Dwelling in accordance with this clause at -, the Shared Ownership Dwelling will be marketed as such subject to the terms of this Deed; and
  - 2.5.3 in the event the Registered Provider declines to purchase the Shared Ownership Dwelling or fails to notify the owner of the Shared Ownership Dwelling of its intention to make an offer to purchase the dwelling within twenty-eight days of the notification as specified in this clause at 2.5.1, then the owner of the Shared Ownership Dwelling may sell it on the open market free from the terms of this Deed

### **3. First Homes**

- 3.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
- a) the Eligibility Criteria (National); and
  - b) the Eligibility Criteria (Local).
- 3.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 3.1 b shall cease to apply.

- 3.3 Subject to paragraphs 3.6 to 3.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.
- 3.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:
- 3.4.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 3.2 applies meets the Eligibility Criteria (Local) (if any)
- 3.4.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and
- 3.4.3 the transfer of the First Home includes:
- a. a definition of the "Council" which shall be East Suffolk Council
  - b. a definition of "First Homes Provisions" in the following terms:  
 "means the provisions set out in clause[s] [ ] of the [Supplemental] S106 Agreement a copy of which is attached hereto as the Annexure."
  - c. A definition of "[Supplemental] S106 Agreement" means the [supplemental] agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) the Council [and] (2) [ ] [and] (3) [ ]
  - d. a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions
  - e. a copy of the First Homes Provisions in an Annexure.
- 3.4.4 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 3.3 and 3.4.1 have been met.

- 3.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by East Suffolk Council of East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge IP12 1RT or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

- 3.6 The owner of a First Home may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

- 3.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 3.1 and 3.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 3.3 and 3.4.1; or
- 3.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 3.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

- 3.7 Upon receipt of an application served in accordance with paragraph 3.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.
- 3.8 If the Council is satisfied that either of the grounds in paragraph 3.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 that the relevant Dwelling may be Disposed of:
- 3.8.1 to the Council at the Discount Market Price; or
- 3.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home
- and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 3.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.
- 3.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 3.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 3.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 3.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.
- 3.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 3.8 or 3.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.
- 3.11 Upon receipt of the Additional First Homes Contribution the Council shall:

3.11.1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 3.5 where such restriction has previously been registered against the relevant title

3.11.2 apply all monies received towards the provision of Affordable Housing.

3.12 Any person who purchases a First Home free of the restrictions in schedule [ ] [ ] of this Deed pursuant to the provisions in paragraphs 3.9 and 3.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

3.13 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 3.14 – 3.17 below.

3.14 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

3.15 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- a. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

- c. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
- e. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
- f. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

3.16 A letting or sub-letting permitted pursuant to paragraph 3.14 or 3.15 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

3.17 Nothing in this paragraph 3 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation (except where other local policy restrictions apply) provided that the First Home remains at all times the First Home Owner's main residence.

**4 ON-SITE OPEN SPACE**

4.1 The Owner covenants with the Council that it shall not Commence Development until the Open Space Plan and Open Space Specification have been approved to the reasonable satisfaction of the Council.

4.2 The Owner covenants with the Council to lay out the Open Space prior to Occupation of 40% of the Dwellings in accordance with the Open Space Plan and Open Space Specification

4.3 The Owner covenants that following the laying out of the Open Space the Owner shall transfer the Open Space to the Management Company in accordance with the Open Space Transfer and until such transfer has been

made, the Owner shall retain liability for the maintenance of the Open Space in accordance with the Open Space Specification and as part of any such transfer the Owner shall make reasonable and adequate provision to the reasonable satisfaction of the Council for the future maintenance of the Open Space in the event of the Management Company going into liquidation or being wound up.

**5. HABITAT MITIGATION CONTRIBUTION**

- 5.1 The Owner covenant that prior to Commencement of Development to pay the Habitat Mitigation Contribution to the Council
- 5.2 The Owner covenants not to Commence or permit the Commencement of Development until the Habitat Mitigation Contribution has been paid to the Council
- 5.3 On first Occupation of the Dwelling the occupier to be provided with a pack of information to include information on alternative recreational routes in the area



## **PART 2**

### **The Owner covenants with the County Council**

#### **1 Public Transport Contribution**

- 1.1 The Owner covenants with the County Council to pay the Public Transport Contribution to the County Council prior to the first Occupation of the FIRST (1<sup>st</sup>) Dwelling
- 1.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Public Transport Contribution has been paid in full to the County Council

#### **2 Public Rights of Way Contribution**

- 2.1 The Owner covenants with the County Council to pay the Public Rights of Way Contribution to the County Council prior to the first Occupation of the FIRST (1<sup>st</sup>) Dwelling
- 2.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Public Rights of Way Contribution has been paid in full to the County Council

#### **3 Cycle Improvement Contribution**

- 3.1 The Owner covenants with the County Council to pay the Cycle Improvement Contribution to the County Council prior to the first Occupation of the FIRST (1<sup>st</sup>) Dwelling
- 3.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of any Dwellings unless and until the Cycle Improvement Contribution has been paid in full to the County Council

#### **4 Travel Plan Evaluation and Support Contribution**

- 4.1 The Owner covenants to pay the first instalment of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked prior to the first Occupation of the seventy fifth(75th) Dwelling
- 4.2 The Owner hereby covenants not to Occupy or allow or permit Occupation of more than seventy five (75) Dwellings unless and until the first instalment of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked has been paid to the County Council.
- 4.3 The Owner covenants to pay further instalments of the Travel Plan Evaluation and Support Contribution of £1,000.00 (one thousand pounds) Index Linked annually prior to the anniversary of the date of first Occupation of the seventy fifth (75th) Dwelling SAVE THAT no further instalments of £1,000.00 (one thousand pounds) Index Linked of the Travel Plan Evaluation and Support Contribution shall be payable by the Owner after five years from the first Occupation of the 75th Dwelling or after one year after Occupation of the final Dwelling, whichever is the latter.

#### **5 Notices**

- 5.1 The Owner shall provide the County Council with written notification within fourteen (14) days of:
  - 5.1.1 The Commencement of Development
  - 5.1.2 First Occupation of the first Dwelling; and
  - 5.1.3 First Occupation of the 40<sup>th</sup> Market Dwelling
  - 5.1.4 First Occupation of the 60<sup>th</sup> Market Dwelling
  - 5.1.5 First Occupation of the final Dwelling.

## **FOURTH SCHEDULE**

### **Council's Covenants**

#### **Covenants by the Council**

##### **Discharge of obligations**

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.
- 1.2 The Council shall pay the Habitat Mitigation Contribution when received into a separate account 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.
- 1.3 In the event that the Habitat Mitigation Contribution has not been spent or committed for its specified purpose within 10 years of receipt of the Habitat Mitigation Contribution the Council shall repay such monies which have not been spent or committed together with any interest accrued to the person who paid the Habitat Mitigation Contribution

## **FIFTH SCHEDULE**

### **Covenants by the County Council**

#### **Public Transport Contribution**

- 1.1 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations in Part 2 Third Schedule contained in this Deed when satisfied that such obligations have been performed.
- 1.2 The County Council covenants to use the Public Transport Contribution for the installation of raised kerbs at the bus stop on the northbound side of Abbey Road, Leiston (west side) and a new bus shelter and Real Time Passenger Information (RTPI) Screen at the bus stop on the southbound side of Abbey Road (east side) or improvements to bus stops on Waterloo Road
- 1.3 The County Council shall if requested to do so in writing after the expiry of seven (7) years of the date that the Public Transport Contribution was paid within a further period of one (1) year pay to any such person such amount of the Public Transport Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within twenty eight (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable.
- 1.4 When the Public Transport Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of seven (7) years of the payment of that sum within a further period of one (1) year notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.

#### **Public Rights of Way Contribution**

- 1.5 The County Council covenants to use the Public Rights of Way Contribution for the improvements to the local public rights of way network.
- 1.6 The County Council shall if requested to do so in writing after the expiry of SEVEN (7) years of the date that the Public Rights of Way Contribution was paid within a further period of ONE (1) year to any such person such amount of the Public Rights of Way Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, such payment to be made within TWENTY EIGHT (28) working days of such request together with any interest accrued at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable
- 1.7 When the Public Rights of Way Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of SEVEN (7) years of the payment of that sum within a further period of ONE (1) year notifying the Owner that such monies have been spent or committed such notice to include full details of what said monies were spent on or committed to.



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

*[Signature]* ..... Authorised Officer

*[Signature]* ..... Authorised Officer



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

)  
)  
)

*[Signature]*  
Authorised Officer

SIGNED AS A DEED

by the said

**LIMITBROOK LIMITED**

In the presence of:

*[Signature]*  
Secretary.....

Director.....  
*[Signature]*

Appendix A

Nomination Agreements

## Appendix B

### Local Connections Cascade

- 1.1 The Affordable Dwellings for Rent are to be allocated to a person nominated by the Council in line with its Allocation Policy who is considered by them or it to be in need of such accommodation and unable to compete in the normal open market for property. Before nominating an applicant the council will be satisfied that the applicant
- (a) Has continuously lived in Leiston for the preceding 5 years, OR
  - (b) Has continuously had a place of work in Leiston for the preceding 5 years OR
  - (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived in Leiston for the preceding 5 years, OR
  - (d) Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from Leiston
- 1.2 If there are no persons who qualify under paragraph 1.1 the Affordable Dwellings for Rent shall be allocated to a person nominated by the Council who
- (a) Has continuously lived within 15 miles of the Site for the preceding 5 years, OR
  - (b) Has continuously had a place of work within 15 miles of the Site for the preceding 5 years OR
  - (c) Has parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within 15 miles of the Site for the preceding 5 years, OR
  - (d) Due to a lack of suitable accommodation was forced within the preceding 5 years to move away from within 15 miles of the Site
- 1.3 If there are no persons who qualify under paragraphs 1.1 and 1.2 above the Affordable Dwelling shall be re-advertised to the district of East Suffolk and where after re-advertising there are no persons who qualify under the paragraphs above the Affordable Dwelling shall be allocated to a person nominated by the Council who is considered by it to be in need of such accommodation and who is unable to compete in the normal open market for property in East Suffolk
- 1.4 Where there is a mutual exchange the Registered Provider may let the Affordable Dwelling to any incoming tenant who satisfies the local connection criteria at paragraph 1.1 to 1.3 above
2. Affordable dwellings for sale



2.1 On advertising the first Disposal of a Shared Ownership, First Home, Discounted Market Sale or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within [Parish] for the preceding 5 years, OR
- b. Have continuously had a principal place of work within [Parish] for the preceding 5 years OR
- c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within [Parish] for the preceding 5 years, OR
- d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from [Parish].

PROVIDING THAT if after 2 months of marketing no offer has been received from persons who comply with 2.1 a-d the dwelling may be sold to persons who comply with 2.2 a-d.

2.2 On advertising [subsequent<sup>4</sup>] Disposals of a Shared Ownership, First Home, Discounted Market Sale or Shared Equity Dwelling the Dwelling shall be marketed for sale for the first 3 months to persons who:

- a. Have continuously lived within the District of East Suffolk for the preceding 5 years, OR
- b. Have continuously had a principal place of work within the District of East Suffolk for the preceding 5 years OR
- c. Have parents or close family (i.e. mother, father, son or daughter) who are over 18 and who have lived within the District of East Suffolk for the preceding 5 years, OR
- d. Due to a lack of suitable accommodation were forced within the preceding 5 years to move away from the District of East Suffolk.

2.3 If there are no purchasers who qualify under paragraphs 2.1 [and 2.2] above within 3 months of marketing the Affordable Dwelling it may be sold free of Local Connections restrictions.

