

DATE

26th February

2026

(1) SUFFOLK COUNTY COUNCIL

and

(2) KAMAR GROUP LIMITED

and

(3) KINGSLEY PROPERTY DEVELOPMENT (KESSINGLAND) LIMITED

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

relating to

Land on the east side of London Road, Kessingland, Lowestoft, NR33 7PL

Suffolk County Council
Endeavour House
8 Russell Road
Ipswich, Suffolk
IP1 2BX

Ref: JD/86550

This Deed is made the

26th day of February

2026

PARTIES:

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the County Council")
- (2) **KAMAR GROUP LIMITED** (company registration number 09908450) whose registered office address is 122 Corton Long Lane, Corton, Lowestoft, England, NR32 5HD ("the Owner")
- (3) **KINGSLEY PROPERTY DEVELOPMENT (KESSINGLAND) LIMITED** (company registration number 13069393) whose registered office address is Kingsley House, Clapham Road South, Lowestoft, Suffolk, England, NR32 1QS ("the Developer")

together referred to as "the Parties"

INTRODUCTION

- (A) The County Council is the local highway authority 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.
- (B) The Owner is the freehold owner of the Site registered at HM Land Registry under title number SK81272.
- (C) The Developer submitted the Application to East Suffolk Council and East Suffolk Council has resolved to grant the conditional Planning Permission for the Development subject to the prior completion of this Deed in order to secure the planning obligations contained in this Deed.
- (D) The Parties are entering into this Deed to the intent that the requirements of East Suffolk Council's and the County Council's policies and all other material considerations are met and that any objections by East Suffolk Council or the County Council to the grant of planning permission on the basis of these policies and other material considerations are overcome.
- (E) The Parties agree that the provisions contained in this Deed are relevant planning considerations concerning the Site and are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Act	the Town and Country Planning Act 1990 (as amended)
Application	the application for planning permission for the Development validated by East Suffolk Council on 11 June 2025 and bearing East Suffolk Council's reference number DC/25/1479/FUL
Commencement of Development	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 site clearance demolition work archaeological 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 erection of any temporary means of enclosure the temporary display of site notices or advertisements and " Commence Development " and " Commences Development " shall be construed accordingly
County Council Monitoring Fee	the sum of five hundred and seventy seven pounds (£577)
Development	the development of the Site in accordance with the Planning Permission described in the full planning application comprising the construction of a care home (use class C2)
Late Payment Interest	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
Occupation	means 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 and " Occupy " shall be construed accordingly
Planning Permission	the full planning permission subject to conditions in respect of the Development as may be granted by East Suffolk Council pursuant to the Application or any Section 73 Permission or any non-material amendment of the planning permission under section 96A of the Act
RPI Index	the "All Items" Index figure of the Index of Retail Prices published by the Office for National Statistics from time to time of 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 Owner and the County Council

RPI Indexed	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 10 of this Deed
Section 73 Permission	any subsequent planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition attached to the Planning Permission
Site	the land on the east side of Longon Road, Kessingland, Lowestoft, NR33 7PL within which the Development is to take place shown for identification purposes only edged red on the Site Plan
Site Plan	the plan attached to the First Schedule of this Deed
Travel Plan Monitoring Fee	the sum of one thousand and two hundred pounds (£1,200) RPI Indexed payable per year for a minimum period of five years therefore a total contribution of six thousand pounds (£6,000) RPI Indexed
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 sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph 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 gender include all other genders and words denoting persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 2.4. Wherever more than one person is 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 a statute shall include any modification extension or re-enactment of that statute 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 statute or deriving validity from it.
- 2.6. References to the County Council shall where the context so admits include any public body in which the functions of the County Council at the date hereof under the enabling

powers may for the time being, be vested and any duly appointed servant agent or contractor of the County Council or such other,

- 2.7. References in this deed to the Owner shall include successors in title and assigns to the Site or any part or parts thereof and to persons claiming an interest in land through or under it.
- 2.8. Where this Deed requires a plan or strategy or other document to be submitted to the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.9. The obligations in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunications services highways or public transport services; and
- 2.10. The headings are for reference only and shall not affect construction.
- 2.11. Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done by another person.
- 2.12. The term "including" shall mean "including, without limitation".

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 section 278 Highways Act 1980 and all other enabling powers with the intent that the covenants and obligations shall hereafter run with the land.
- 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 County Council as local planning authorities against the Owner and its successors in title.
- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or its respective successors in title or assigns made under section 106A of the Act

4. CONDITIONALITY

- 4.1. The provisions of this Deed will become binding on the Parties upon the grant of the Planning Permission and the Commencement of Development SAVE FOR the provisions of clauses 5.2, 5.4, 7.4, 7.14 and 9 which shall come into effect immediately upon completion of this Deed.
- 4.2. Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge;

- 4.2.1. until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Deed will remain without operative effect notwithstanding the issue of the Planning Permission and the Commencement of Development PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings
 - 4.2.2. if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Deed will cease to have any further effect; and
 - 4.2.3. if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Deed will apply in full.
- 4.3. Wherever in this Deed reference is made to a date on which "legal proceedings or challenge in relation to the Planning Permission are concluded" (or cognate expressions are used) the following provisions will apply:
- 4.3.1. proceedings by way of judicial review are concluded:
 - 4.3.1.1. when permission to apply for judicial review has been refused and no further application can be made;
 - 4.3.1.2. when the court has given judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - 4.3.1.3. when any appeal(s) is or are finally determined
 - 4.3.2. proceedings under Section 288 of the Act are concluded:
 - 4.3.2.1. when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
 - 4.3.2.2. when any appeal(s) is or are finally determined

5. THE OWNER'S COVENANTS AND THE DEVELOPER'S CONSENT

- 5.1. The Owner covenants with the County Council as set out in the Second Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.2. The Owner covenants to inform the County Council by way of written notice within seven (7) Working Days following Commencement of Development.
- 5.3. The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in

this Deed PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it becomes the registered proprietor of the freehold or leasehold interest in the Site or any part of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

- 5.4. The Developer hereby covenants with the County Council to pay the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed and the County Council Monitoring Fee on completion of this Deed

6. THE COUNTY COUNCIL'S COVENANTS

- 6.1. The County Council covenants with the Owner as set out in the Third Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.

7. MISCELLANEOUS

- 7.1. The Owner shall act in good faith and shall co-operate both with the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the County Council and its duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 7.2. The Owner agrees declares and covenants both with the County Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the County Council for any expenses or liability arising to the County Council in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the County Council its employees or agents has caused or contributed to such expenses or liability.
- 7.3. Without prejudice to clause 2.7 of this Deed, no provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.4. This Deed shall be registered as a local land charge by the County Council.
- 7.5. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand.
- 7.6. Following the performance and satisfaction of all the obligations contained in this Deed the County Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 7.7. Insofar as any clause or other provision 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.
- 7.8. 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 expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the County Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 7.9. 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 (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.10. 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.
- 7.11. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Deed are hereby waived.
- 7.12. 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 County Council.
- 7.13. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.
- 7.14. The Owner covenants and warrants to the County Council that it has full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 7.15. Representatives of the County Council may enter onto the Site at any reasonable time following the Commencement of Development upon reasonable prior notice in writing to ascertain whether the terms of this Deed are being or have been complied with PROVIDED THAT the representative of the County Council shall, if requested, produce evidence of identity and (SAVE in respect of anything which may be regarded by the County Council (acting reasonably) as an actual or emerging emergency or emergency situation) such entry shall comply with the Owner's reasonable directions and precautions in the interests of safety.

7.16. Any monies from time to time held by the County Council under the provisions of this Deed shall in any event become the absolute property of the County Council and shall not be subject to return by the County Council to the payer in the event that the Owner or such other person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Site or any part of the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the County Council under the terms of this Deed.

7.17. The Parties agree that:

7.17.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

7.17.2. Nothing in this deed grants planning permission or any other approval, consent, or permission required from the County Council in the exercise of any other statutory function.

8. WAIVER

No waiver (whether expressed or implied) by the County Council or the Owner 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 County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. CHANGE IN OWNERSHIP

The Owner agrees with the County Council to give written notice of any transfer in ownership of any freehold or leasehold interests in the Site occurring before all the positive obligations under this Deed have been discharged such notice to be served within twenty one (21) days of such transfer 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 PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

10. INDEXATION

All sums referred to in the Second Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the RPI Index 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 RPI Index for the month two (2) months before the date on which the sum is payable;

11.4 D is the RPI Index for the month two (2) months before the date of this Deed; and

11.5 C/D is greater than, or equal to, one (1).

11. INTEREST

If any payment due under this Deed is not paid on time Late Payment Interest will be payable from the date payment is due to the date of payment and any such Late Payment Interest shall be treated as part of the relevant contribution.

12. VAT

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

13. MORTGAGEE

The covenants restrictions and obligations in this Deed shall not be enforceable against any party acquiring an interest in the Site solely by way of registered legal charge or mortgage, unless that party takes possession of any part of the Site, in which case they will be bound by covenants and obligations of this Deed as an owner, in relation to any parts of the Site over which it has a legal charge but not further or otherwise.

14. NOTICES

14.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 13.2.

14.2. The address for any notice or other written communication in the case of each of the Parties to this Deed shall be as follows:

The County Council	The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
The Owner	Bridget Homes of 122 Corton Long Lane, Corton, Lowestoft, England, NR32 5HD
The Developer	Mujahid Malik of Kingsley House, Clapham Road South, Lowestoft, Suffolk, England, NR32 1QS

14.3. Any notice or other written communication to be given by either the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the County Council by a duly authorised officer of the County Council as appropriate.

15. DISPUTE RESOLUTION

15.1. If any dispute shall arise between the parties to this Deed as to the obligations provisions requirements conditions or other burdens under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute (the “**Dispute Parties**”) be referred to arbitration before a single Expert appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) (“the **Expert**”) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and the Expert’s decision shall be final and binding on the Dispute Parties and their costs shall be payable by the Dispute Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Dispute Parties in equal shares.

15.2. Unless this Deed has already been terminated the Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Deed.

15.3. The provisions of this clause shall not affect the ability of the County Council to apply for and be granted any of the following: declaratory relief injunction specific performance payment of any sum damages and any other means of enforcing this Deed and consequential and interim orders and relief.

16. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the County Council for confirmation to that effect and upon the County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the County Council shall forthwith issue confirmation to such effect.

17. APPROVALS

Where any matters are approved by the County Council under the terms of this Deed further amendments thereof if approved by the County Council shall replace those previously approved.

18. COMMUNITY INFRASTRUCTURE LEVY

The Parties to this Deed agree that for the purposes of the Community Infrastructure Levy Regulations 2010 the obligations imposed in this Deed are (a) necessary to make

the Development permitted pursuant to the Application acceptable in planning terms (b) directly relate to the Development permitted pursuant to the Application and (c) fairly and reasonably relate in scale and kind to the Development permitted pursuant to the Application.

19. SECTION 73 PERMISSION

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations set out in this Deed shall bind the Site in respect of that Section 73 Permission PROVIDED THAT East Suffolk Council when determining any Section 73 application relating to the Site shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the Act.

20. FORWARD FUNDING AND REPAYMENT

If the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward funding provided by that third party (whether in case and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions on this deed then on such receipt the the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the County Council for the purpose for which the forward funding was expended.

21. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and each party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

22. 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.

This Deed has been executed and is delivered and takes effect on the date stated at the beginning of it.

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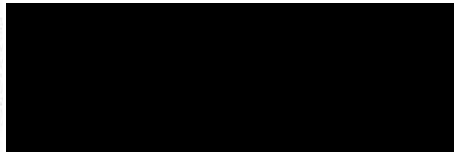
Executed as a Deed by affixing the)
Common Seal of **Suffolk County**)
Council in the presence of:)



Authorised Officer



Executed as a Deed by **Kamar Group Limited** acting by a Director
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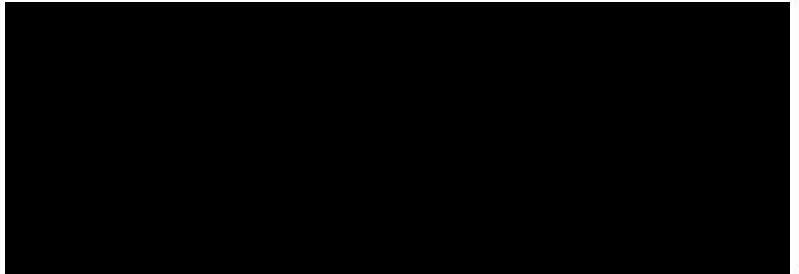


in the presence of:

Witness signature:

Witness name:

Witness address:



Executed as a Deed by **Kingsley Property Development (Kessingland) Limited** acting by a Director
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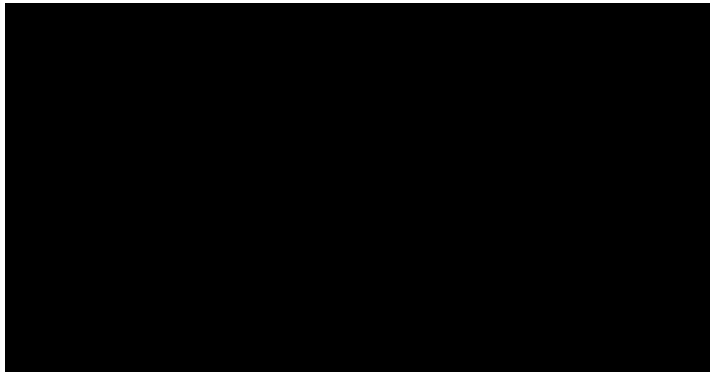


in the presence of:

Witness signature:

Witness name:

Witness address:



FIRST SCHEDULE

SITE PLAN

SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

1 TRAVEL PLAN MONITORING FEE

- 1.1 The Owner covenants to pay to the County Council the Travel Plan Monitoring Fee as follows:
 - 1.1.1 the first instalment of one thousand two hundred pounds (£1,200) RPI Indexed to be paid prior to Occupation of the Development; and
 - 1.1.2 a further instalment of one thousand two hundred pounds (£1,200) RPI Indexed to be paid on or prior to the first, second, third and fourth anniversaries of the payment made in accordance with paragraph 2.1.1 above until the full Travel Plan Monitoring Fee has been paid to the County Council.
- 1.2 The Owner covenants not to Occupy or permit Occupation of the Development until one thousand two hundred pounds (£1,200) RPI Indexed of the Travel Plan Monitoring Fee has been paid to the County Council.

THIRD SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

- 1.1 The County Council shall use the Travel Plan Monitoring Fee solely towards the cost of evaluating and monitoring the travel plan serving the Development.