

DATED

2020

**PLANNING OBLIGATION UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 RELATING TO**

**1-15 TONBRIDGE CHAMBERS
PEMBURY ROAD
TONBRIDGE**

between

- (1) TONBRIDGE AND MALLING BOROUGH COUNCIL**
- (2) IMPERIAL HOMES TONBRIDGE LIMITED**
- (3) LLOYDS BANK PLC**

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THIS DEED is dated

2020

BETWEEN

- (1) **TONBRIDGE AND MALLING BOROUGH COUNCIL** of Gibson Buildings Gibson Drive, Kings Hill, West Malling, Kent ME19 4LZ (“**the Council**”),
- (2) **IMPERIAL HOMES TONBRIDGE LIMITED** (Company Number 05150121) of Numeric House, 98 Station Road, Sidcup, DA15 7BY (“**the Owner**”), and
- (3) **LLOYDS BANK PLC** (Company Number 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ (“**the Chargee**”)

BACKGROUND

- 0.1 The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- 0.2 The Owner is the freehold owner of the Property free from encumbrances.
- 0.3 The Chargee has the benefit of a registered charge dated 31 January 2018 over the Property.
- 0.4 The Owner has made the Planning Application to the Council.
- 0.5 The Council resolved that Planning Permission should be granted for the Development subject to the terms of the Planning Permission and this Deed.
- 0.6 The Owner and the Council agree the need for the planning obligations contained in this Deed both for the benefit of the Development and in the interests of the proper planning of the area which the Property is situated.

AGREED TERMS

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Deed:

Affordable Housing: means affordable housing as defined in Annex 2:Glossary to the NPPF provided to eligible households whose needs are not met by the market where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible householders subject to the provisions of this deed;

Affordable Housing Units: means the Social Rented Units and the Shared Ownership Units.

Base Rate: the base rate from time to time of the Bank of England.

Commencement of Development: means the commencement of any material operation (as defined in the TCPA1990 section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **Commence Development, Commence** and **Commences** shall be construed accordingly.

Commencement Date: the date Development Commences.

Date of Practical Completion: the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect.

Deed: this agreement pursuant to section 106 of the TPCA1990

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission granting permission for the construction of a part one/part two storey extension to the existing building to provide 12 (twelve) studio apartments, 8 (eight) one-bedroom apartments, 1 (one) two-bedroom apartment, and 3 (three) three-bedroom apartments.

Index: the General Building Costs Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or successor organisation or in the event that such index shall no longer be published or that the basis thereof shall be materially altered then the Index shall be such index as the Council shall reasonably specify.

Market Housing Units: Residential Dwellings for sale on the open market and which are not Affordable Housing.

NPPF: the Housing, Communities and Local Government's National Planning Policy Framework dated February 2019.

Nominations Agreement: an agreement between the Council and the Registered Provider under which the Council exercises its right to nominate up to 75 (seventy-five) per cent (or such other percentage as may be agreed) of prospective occupiers for the Affordable Housing Units in accordance with Part VI of the Housing Act 1996 Section 159

Occupation: the physical use of land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out or occupation for marketing or display or occupation in relation to security operations and **Occupy, Occupied** and **Occupier** shall be construed accordingly.

Party: any of the parties to this Deed and Parties shall be construed accordingly

Plan: the plan attached as Appendix 1.

Planning Application: the application for planning permission for the Development registered by the Council on 23 January 2019 under reference number 19/00162/FL.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application subject to the conditions attached at Appendix 2.

POS Contribution: the sum of £47,459 (forty seven thousand four hundred and fifty nine pounds) comprising the following contributions:-

Children and Young People's Play Areas - £3,717 (three thousand seven hundred and seventeen pounds) to be used towards enhancements at Tonbridge Racecourse Sportsground.

Outdoor Sports Facilities – £28,311 (twenty eight thousand three hundred and eleven) to be used towards enhancements at Tonbridge Racecourse Sportsground;

Parks and Gardens - £15,431 (fifteen thousand four hundred and thirty one pounds) to be used towards enhancements at Haysden Country Park, Tonbridge Castle;

Property: the property known as 1-15 Tonbridge Chambers, Pembury Road, Tonbridge shown edged red on the Plan and registered at HM Land Registry with absolute title under title number K767590.

Protected Tenant: any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by the Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

Registered Provider: means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any

statutory replacement or amendment) as registered with Homes England or any other body who may lawfully provide or fund affordable housing from time to time.

Residential Dwelling: any dwelling, flat or other residential unit of accommodation including Affordable Housing within the Development.

Shared Ownership Housing: means Affordable Housing to be offered to eligible purchasers to be occupied partly for rent and partly by way of owner-occupation on shared ownership terms as defined by Section 2(6) of the Housing Act 1996 (or any amended or replacement provisions) where the shared ownership lessee for the time being has the right to staircasing and the right to dispose of the unit on the open market AND where initially between 25% and 75% of the equity is made available for sale to eligible purchasers who would not otherwise be able to afford to buy a home on the open market and where the remaining percentage is retained by the Registered Provider who may charge an annual rent

Shared Ownership Housing Units: means the three Residential Dwellings to be provided as Shared Ownership Housing shown coloured green on drawing 1715_P-P_(01)02(A) dated 20 June 2018 attached at Appendix 3.

Social Rented Housing: means Affordable Housing for rent as described in paragraph (a) to the definition of Affordable Housing in Annex 2:Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for social rent.

Social Rented Housing Units: means the five Residential Dwellings to be provided as Social Rented Housing shown coloured pink on drawings 1715_P-P_(01)00(A) and 1715_P-P_(01)01(A) dated 20 June 2018 attached at Appendix 3.

TCPA 1990: Town and Country Planning Act 1990(as amended).

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

Wheelchair Accessible Units: a Residential Dwelling which is a wheelchair accessible unit in accordance with Building Regulations Part M4(2): Accessible and Adaptable Dwellings (or such replacement standard in force at the time of construction of the units) to meet the housing needs of those identified with mobility needs such Units to be provided in accordance with the Compliance Statement attached at Appendix 4.

Working Day: a day (other than a Saturday, Sunday or public holiday in England when banks in London are open for business).

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the Parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 A reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this Deed.
- 1.13 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.
- 2.4 This Deed shall not be enforceable against owner-occupiers or tenants of Residential Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees, except in respect of Schedule 1 paragraph 3.8 which shall remain enforceable against owner-occupiers and/or tenants of Affordable Housing Units and those deriving title from them save as provided by the terms of this Deed.
- 2.5 The obligations contained in this Deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport.
- 2.6 Any mortgagee shall be liable only for any breach of the provisions of this Deed during such period as he is a mortgagee in possession of the Property.

3 CONDITIONALITY

With the exception of clauses 2, 3, 11, 13, 20, 21, 23 and 24 (which take effect immediately), this Deed is conditional on the grant and issue of the Planning Permission and the obligations contained in Schedule 1 shall only come into effect on Commencement of the Development, save for those expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon completion of this Deed.

4 COVENANTS TO THE COUNCIL

- 4.1 The Owner covenants with the Council to:
- 4.1.1 observe and perform the covenants, restrictions and obligations contained in 0 of this Deed.
- 4.1.2 give at least 14 (fourteen) Working Days written notice to the Council of the intended Commencement Date.

5 COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2 of this Deed.

6 INDEXATION

- 6.1 The POS Contribution shall be increased in the same proportion as the percentage increase in the General Building Cost Index between the monthly index figure of the date of this Deed and the monthly index figure for the month of the date of actual payment.

6.2 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Council or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council shall approve.

7 RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

8 DETERMINATION OF DEED

The obligations in this Deed (with the exception of clauses 10 and 18.2) shall cease to have effect if before the Commencement of Development, the Planning Permission:

8.1 expires;

8.2 is varied or revoked other than at the request of the Owner; or

8.3 is quashed following a successful legal challenge.

9 LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council.

10 COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

11 INTEREST ON LATE PAYMENT

If the POS Contribution has not been paid to the Council by the date on which it is due, the Owner shall pay the Council interest at the Default Interest Rate on that amount for the period from the due date to and including the date of payment.

12 OWNERSHIP

12.1 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 14 (fourteen) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

12.1.1 the name and address of the person to whom the disposition was made; and

12.1.2 the nature and extent of the interest disposed of

PROVIDED THAT such information shall not be required upon the disposal of Residential Dwellings to individual owners.

13 REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this Deed shall not be unreasonably withheld or delayed.

14 CANCELLATION OF ENTRIES

14.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.

14.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 8 the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

15 DISPUTES

15.1 No party may elect to refer a dispute to the dispute resolution contained in clauses 15.2 to 15.7 unless they shall first have used reasonable endeavours for a period of not less than one month to mediate the dispute with the other party (or parties) to the dispute through appropriate senior representatives from within the respective organisations.

15.2 In the event of any dispute or difference arising between the parties arising out of this Deed such dispute or difference may be referred to an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute, to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications.

15.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the expert to be appointed pursuant to clause 15.2 or as to the appropriate professional body, within ten working days after any party has given to the other parties to the dispute a written request to concur in the professional qualifications of the expert to be appointed pursuant to clause 15.2 then the question of the appropriate qualifications or professional body shall be referred to a solicitor appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute. Such solicitor shall act as an expert and his decision as to the professional qualifications of such person, or as to the appropriate professional body, shall be final and binding upon the parties and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal measure.

15.4 The expert shall act as an expert and not as an arbitrator.

- 15.5 The expert shall be appointed subject to an express requirement that he reaches his determination and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 46 (forty-six) Working Days from the date of his appointment to act.
- 15.6 The expert shall be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter-submissions within a further 15 (fifteen) Working Days. The expert's decision shall be given in writing within 20 (twenty) Working Days from any counter-submission or in the event there are no counter-submissions within 21 (twenty-one) Working Days of receipt of the written submissions, with reasons, and in the absence of manifest material error the expert's decision shall be final and binding upon the said parties.
- 15.7 The expert may award the costs of the dispute resolution in such proportions as he sees fit but in absence of an express award to this effect the costs of the dispute resolution shall be borne by the parties to the dispute in equal shares.

16 NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

17 WAIVER

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this Deed or acting on any subsequent breach or default of this Deed.

18 FUTURE PERMISSIONS

- 18.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.
- 18.2 Unless agreed otherwise in writing by the Council and the Owner in the event that the Owner (or any successor in title) obtains planning permission pursuant to an application under s.73 of TCPA 1990 to vary any condition of the Planning Permission then this Deed shall be binding upon any planning permission granted pursuant to such application as if it were the Planning Permission.

19 NOTICES

- 19.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post or by commercial courier to the Party upon whom it is to be given or as otherwise notified for the purpose of notice in writing.
- 19.2 The address for any notice or other written communication shall be within the United Kingdom.
- 19.3 A notice or communication shall be served or given:
- 19.3.1 on the Owner at the address set out above, or such other address as shall be notified in writing to the Council from time to time;
 - 19.3.2 on the Council at the address set out above or such other address as shall be notified in writing to the Parties from time to time marked for the attention of the Head of Planning;
 - 19.3.3 on the Chargee at the address set out above, or such other address as shall be notified in writing to the Council from time to time.
- 19.4 Any notice or other communication shall be deemed to have been duly received:
- 19.4.1 if delivered personally, when left at the address and for the contact referred to in this clause;
 - 19.4.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
 - 19.4.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20 THIRD PARTY RIGHTS

No person other than a party to this Deed and their respective successors and permitted assigns, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

21 SEVERANCE

- 21.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22 VALUE ADDED TAX

22.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

22.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

23 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

24 CHARGEES CONSENT

The Chargee hereby consents to the Owner entering into this Deed and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Chargee becomes mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Deed as if it were a person deriving title from the Owner and the Chargee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - Covenants to the Council

PROGRESS OF DEVELOPMENT

- 1.0 The Owner shall notify the Council:
 - 1.1 upon the Commencement of Development,
 - 1.2 upon Occupation of any Residential Dwelling
 - 1.3 upon Occupation of the 8th Market Housing Unit
 - 1.4 upon Occupation of the 12th Residential Dwelling
 - 1.5 upon Occupation of the 12th Market Housing Unit.

PUBLIC OPEN SPACE CONTRIBUTION

- 2.1 The Owner shall not cause or permit the Occupation of any Residential Dwelling until it has paid fifty percent (50%) of the POS Contribution to the Council.
- 2.2 The Owner shall not cause or permit the Occupation of any more than 12 (twelve) Residential Dwellings until it has paid the remaining fifty percent (50%) of the POS Contribution to the Council.

AFFORDABLE HOUSING

- 3.1 To provide the Affordable Housing Units as part of the Development in accordance with the provisions of this Schedule.
- 3.2 To provide the two Affordable Housing Units identified as Flat 1 and Flat 4 on drawing 1715_P-P_(01)00(A) as Wheelchair Accessible Units in accordance with the Compliance Statement attached at Appendix 4.
- 3.3 That not more than 8 (eight) of the Market Housing Units shall be Occupied until written notice has been given to the Council that 50% of the Affordable Housing Units have been:
 - 3.3.1 constructed in accordance with the Planning Permission and the requirements of this Deed;
 - 3.3.2 made ready for residential Occupation;
 - 3.3.3 transferred to the Registered Provider by way of freehold transfer or the grant of a lease of at least 125 years; and

- 3.3.4 a Nominations Agreement has been entered into between the Council and the Registered Provider in respect of those Affordable Housing Units.
- 3.4 That not more than 12 (twelve) of the Market Housing Units shall be Occupied until written notice has been given to the Council that all of the Affordable Housing Units have been:
- 3.4.1 constructed in accordance with the Planning Permission and the requirements of this Deed;
- 3.4.2 made ready for residential Occupation;
- 3.4.3 transferred to the Registered Provider by way of freehold transfer or the grant of a lease of at least 125 years; and
- 3.4.4 a Nominations Agreement has been entered into between the Council and the Registered Provider in respect of those Affordable Housing Units.
- 3.5 The transfer of the Affordable Housing Units referred to at paragraphs 3.3 and 3.4 above shall include the following:
- 3.5.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
- 3.5.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and abutting the boundary to the Affordable Housing Units, all such services to be connected to the mains; and
- 3.5.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development; and
- 3.6 The transfer of the Social Rented Units in accordance with paragraphs 3.3 and 3.4 above shall be at a price which enables the Registered Provider to let the Social Rented Units in accordance with the Government's policy for Social Rented Housing.
- 3.7 Unless otherwise agreed by the Council, any proceeds derived from the sale of a Shared Ownership Unit or from the right to buy or right to acquire any Affordable Housing Unit shall be used by the Registered Provider to re-invest in Affordable Housing in the administrative area of the Council and failing that such wider area as may be agreed by the Council.
- 3.8 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with this Deed save that this obligation shall not be binding on:
- 3.8.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees, or
- 3.8.2 a mortgagee chargee or receiver of a Registered Provider where paragraph 3.9 of Schedule 1 of this Deed applies, or

- 3.8.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor
- 3.9 The provisions of paragraph 3.8 of Schedule 1 of this Deed shall not be binding on a mortgagee or chargee (or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any securing 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 Housing Units or any persons or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT:
- 3.9.1 such mortgagee, chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units 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 Housing Units(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
- 3.9.2 if such disposal has not completed within the three month period, the mortgagee, chargee and receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of paragraph 3.8 of Schedule 1 of this Deed which provision shall determine absolutely.
- 3.9.3 For the avoidance of doubt paragraph 3.9 of Schedule 1 of this Deed applies only to the mortgagee or chargee or receiver of a Registered Provider.

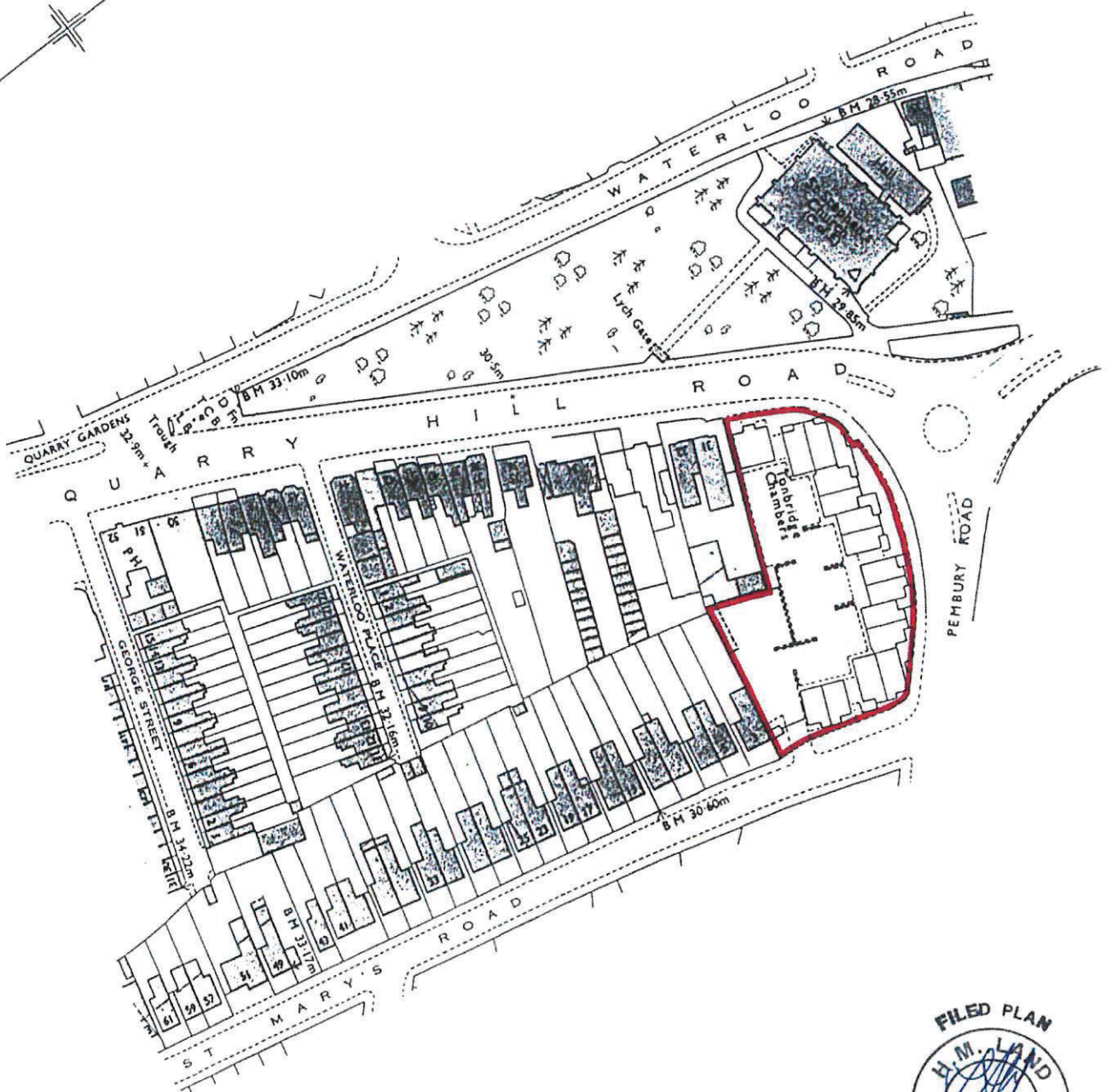
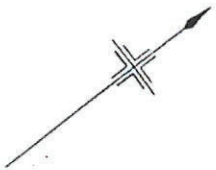
Schedule 2 - Covenants by the Council

1. PUBLIC OPEN SPACE (POS) CONTRIBUTION

- 1.1 Not to use any part of the POS Contribution other than for the purposes for which it was paid as identified in this Deed.
- 1.2 From time to time upon the reasonable written request of the Owner to provide the Owner with a breakdown of the expenditure of the POS Contribution.
- 1.3 In the event that the POS Contribution (or any part) has not been spent or committed for expenditure by the Council within five years following the date of receipt of that part of the POS Contribution the Council shall refund to the Owner such part of the POS Contribution which has not been spent or committed for expenditure, together with any accrued interest.

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|-----------------------------------|--------------------------------|----------------|------------------------|---------|
| H.M. LAND REGISTRY | | TITLE NUMBER | | |
| | | K767590 | | |
| ORDNANCE SURVEY PLAN REFERENCE | COUNTY | SHEET | NATIONAL GRID | SECTION |
| | KENT | | TQ 5845 | F |
| Scale: 1/1250 | TONBRIDGE AND MALLING DISTRICT | | © Crown copyright 1974 | |



Appendix 2: Draft Planning Conditions

Conditions

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990.

- 2 Prior to their installation details of the new external brickwork to be used shall be submitted to and approved by the Local Planning Authority. All other materials used externally shall accord with the approved plans.

Reason: To ensure that the development does not harm the character and appearance of the existing building or visual amenity of the locality.

- 3 The residential units hereby approved shall not be occupied, until the area shown on the submitted layout as vehicle parking space has been provided, surfaced and drained. Thereafter it shall be kept available for such use and no permanent development, whether or not permitted by the Town and Country Planning (General Permitted Development) Order 2015 (or any order amending, revoking or re-enacting that Order) shall be carried out on the land so shown or in such a position as to preclude vehicular access to this reserved parking space.

Reason: In the interests of highway safety

- 4 Prior to the commencement of the development hereby approved, arrangements for the management of all construction works shall be submitted to and approved by the Local Planning Authority. The management arrangements to be submitted shall include (but not necessarily be limited to) the following:

- The days of the week and hours of the day when the construction works will be limited to and measured to ensure these are adhered to;

- Procedures for managing all traffic movements associated with the construction works including (but not limited to) the delivery of building materials to the site (including the times of the day when those deliveries will be permitted to take place and how/where materials will be offloaded into the site) and for the management of all other construction related traffic and measures to ensure these are adhered to;

- procedures for managing noise and dust emissions from the construction works.

- Procedures for notifying local residents as to the ongoing timetabling of works, the nature of the works and likely their duration, with particular reference to any such works which may give rise to noise, dust and general disturbance and any other regular liaison or information dissemination; and

Appendix 3: Drawings showing the Affordable Housing Units

Handwritten signatures



PEMBURY ROAD

QUARRY HILL ROAD



| Tonbridge Chambers Ground Floor | | | |
|---------------------------------|-------------|----------------------|------|
| Floor | Floor Type | GFA | Area |
| Floor 1 | 2010P | 62.00 m ² | A |
| Floor 3 | 3010P | 52.00 m ² | A |
| Floor 4 | 1020P | 52.00 m ² | A |
| Floor 5 | 1B11P(S)Sub | 36.00 m ² | P |
| Floor 6 | 1B11P(S)Sub | 42.00 m ² | P |
| Floor 7 | 1B11P(S)Sub | 36.00 m ² | P |
| Floor 8 | 1B11P(S)Sub | 42.00 m ² | P |
| Floor 9 | 1B11P(S)Sub | 42.00 m ² | P |
| Floor 10 | 1B11P(S)Sub | 36.00 m ² | P |
| Floor 11 | 1B11P(S)Sub | 42.00 m ² | P |
| Floor 12 | 1B11P(S)Sub | 36.00 m ² | P |
| Floor 13 | 1B20P | 52.00 m ² | P |
| Floor 14 | 1B11P(S)Sub | 48.00 m ² | P |
| Floor 15 | 1B11P(S)Sub | 36.00 m ² | P |
| Floor 16 | 1B11P(S)Sub | 42.00 m ² | P |

THE COMMON SEAL of THE TONBRIDGE AND MALLING BOROUGH COUNCIL was affixed in the presence of:-

AUTHORISED SIGNATORY

NOTE
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 All dimensions must be checked on site
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 of work.
 This drawings are not to be used or
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 consent.
 This drawing is to be read in
 conjunction with all the relevant
 consultants drawings/documents and
 discrepancies or variations are to be
 notified to Arcadd Ltd before the
 affected work commences.
 Dimensions are indicative and need to
 be checked after house stripping.
 All works must be carried out to
 Building Standards & product
 specification.
 All solutions to be approved by the
 client and architect prior to purchase
 and production based on
 subcontractors drawings to site
 measurements and material samples.

| Rev | Date | Reason |
|-----|------|--------|
| | | |


Arcadd
 Architectural Design & Development
 25 Lower Common Colabaun, West BR7 5PY
 Tel: +44 (0)1892 501 025 Email: info@arcadd.co.uk

Project: 1715_Tonbridge Chambers
Client: Imperial Homes
 1-15 Tonbridge Chambers
 Tonbridge, Kent TN11 1JG
Address: Tonbridge, Kent TN11 1JG
Drawing Title: Proposed General
 Ground Floor Plan

Date: 20 June 2018
Scale: 1:200 @ A1
Drawing Number: 1715_P-P_01(03)(A)
Status: Planning

Handwritten initials/signature at the top left of the page.

NOTE
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 All solutions to be approved by the
 client and architect prior to purchase
 and production based on
 subcontractors drawings to site
 measurements and material samples.

| Rev | Date | Reason |
|---|------|--------|
|  Arcadd Architectural Development | | |
| Arcadd Architectural Design & Development 1715, Tonbridge Tonbridge, Kent TN11 1AA Tel: +44 (0)1462 487 0088 Email: info@arcadd.co.uk | | |
| Project: 1715_Tonbridge Chambers Client: Imperial Homes Address: Pembury Road, Tonbridge Drawing Title: Proposed General First Floor Plan | | |
| Date: 20 June 2018 Scale: 1:200 @ A1 Drawing Number: 1715_P-FP_(01)181(A) Status: Planning | | |



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AUTHORISED SIGNATORY

| Flr | Flr type | GFA | Area | Use |
|--------|------------|----------------------|------|-----|
| Flr 17 | 2333P | 45.00 m ² | | A |
| Flr 18 | 405P | 53.00 m ² | | A |
| Flr 19 | 182P | 55.00 m ² | | A |
| Flr 20 | 181P/6Subs | 38.00 m ² | | P |
| Flr 21 | 181P/6Subs | 43.00 m ² | | P |
| Flr 22 | 181P/6Subs | 38.00 m ² | | P |
| Flr 23 | 181P/6Subs | 43.00 m ² | | P |
| Flr 24 | 181P/6Subs | 43.00 m ² | | P |
| Flr 25 | 181P/6Subs | 38.00 m ² | | P |
| Flr 26 | 181P/6Subs | 43.00 m ² | | P |
| Flr 27 | 181P/6Subs | 38.00 m ² | | P |
| Flr 28 | 182P | 54.00 m ² | | P |
| Flr 29 | 181P/6Subs | 48.00 m ² | | P |
| Flr 30 | 181P/6Subs | 38.00 m ² | | P |
| Flr 31 | 181P/6Subs | 43.00 m ² | | P |

Handwritten initials and signature.

NOTE
 Do not scale directly from this drawing
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 Dimensions are indicative and need to
 be checked after house stripping.
 All works must be carried out to
 Building Standards & product
 specification.
 All solutions to be approved by the
 client and architect prior to purchase
 and production based on
 subcontractors drawings to site
 measurements and material samples.

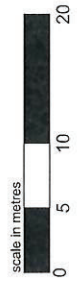
| Rev. | Date | Reason |
|------|------|--------|
| | | |

Arcadd
 Architectural
 Development

Arcadd
 Architectural Design & Development
 1715 Tonbridge Road, Tonbridge, Kent TN11 1JG
 Tel: +44 (0)1461 837 008 Email: info@arcadd.co.uk

Project: 1715 Tonbridge Chambers
Client: Imperial Homes
Address: 1715 Tonbridge Road, Tonbridge
Drawing Title: Proposed General
 Second Floor Plan

Date: 20 June 2018
 Scale: 1:200@A1
 Drawing Number: 1715_P.P._(01)02(A)
 Status: Planning



| Flr No | Flr type | GFA | Area | Use* |
|---------|----------|----------------------|--------------------|------|
| Flr N1 | 2nd Flr | 70.00 m ² | 7.2 m ² | A |
| Flr N2 | 1st Flr | 54.00 m ² | 8.7 m ² | A |
| Flr N3 | 1st Flr | 55.00 m ² | 3.8 m ² | A |
| Flr N4 | 1st Flr | 41.00 m ² | 4.2 m ² | P |
| Flr N5 | 1st Flr | 41.00 m ² | 3.7 m ² | P |
| Flr N6 | 3rd Flr | 81.80 m ² | 8.4 m ² | P |
| Flr N7 | 1st Flr | 46.00 m ² | 8.8 m ² | P |
| Flr N8 | 1st Flr | 38.00 m ² | 0 m ² | P |
| Flr N9 | 1st Flr | 42.00 m ² | 4.0 m ² | P |
| Flr N10 | 1st Flr | 42.00 m ² | 4.2 m ² | P |
| Flr N11 | 1st Flr | 55.00 m ² | 3.8 m ² | P |
| Flr N12 | 1st Flr | 55.00 m ² | 3.8 m ² | P |
| Flr N13 | 3rd Flr | 80.00 m ² | 8.4 m ² | P |

Use*:
 P - private
 A - affordable housing

THE COMMON SEAL of THE TONBRIDGE AND MALLING BOROUGH COUNCIL was hereunto affixed in the presence of:-

AUTHORISED SIGNATORY

Appendix 4 : Building Regulations Part M4(2): Accessible and Adaptable Dwellings Compliance Statement



Tonbridge Chambers Flat 1 (2 Bed) and 4 (1 Bed) - Compliance Statement to meet the requirements of building regulations Part M4(2)

Below is our response to compliance with building regulations Part M4(2)

Section 2A: Approach to the Dwelling

- 2.1 We note the provisions of Section 2A are applicable to our planning application for Flats 1 and 4
- 2.2 We note the provisions of Section 2A are applicable to our planning application for Flats 1 and 4
- 2.3 We note provision will be allocated for an occupant or visitor with a car parking space within our site
- 2.4 We note we shall locate the gas and electricity meters in a suitable location with easy level access, refuse stores will be at ground floor level and easily accessible.
- 2.5 Each entrance is accessed by a path which is shared with one other apartment

Approach Routes

- 2.6 We have incorporated a step free site as each sub-divided plot is generally level
- 2.7 We will achieve a level threshold to the principal entrance on flat
- 2.8 Not applicable to our planning application
- 2.9 Provision for a) to f) has been applied to each sub-divided plot to each flat

External and internal ramps forming part of an approach route

- 2.10 We do not anticipate the need for any ramps upon site but throughout construction development process should we require one this will be at the principal entrance and comply with items a) to g)

External Steps forming part of an additional route

- 2.11 There are no external steps on the site.

Cont.

Habitable Rooms

Living, Kitchen and eating areas

2.24 Our plans comply with parts a) to c)

Bedrooms

2.25 Our plans comply with parts a) to e)

Sanitary Facilities

General Provision

2.26 This will be provided

WC facilities

2.27 Our plans comply with parts a) to d)

2.28 Our plans comply with this section

Bathrooms

2.29 Our plans comply with parts a) to c)

Service and controls

2.30 Our plans comply with parts a) to e)




EXECUTED AS A DEED by
affixing The COMMON
SEAL of **TONBRIDGE AND
MALLING BOROUGH
COUNCIL** in the presence of:

.....
Authorised Signatory

2156

EXECUTED AS A DEED by
IMPERIAL HOMES TONBRIDGE LIMITED
acting by a director
in the presence of:

)
) 
) **RICHARD MARK STONE**
)

Director

Witness signature 

Witness name **Fiona Smith**

Witness address **2 John Woolley Close
Lewisham
London
SE13 5CW**

Witness occupation
Book Keeper

EXECUTED AS A DEED by)
LLOYDS BANK PLC acting by)
a director in the presence of:)

Witness Signature

Witness Name

Witness Address

Witness Occupation

| | |
|--|--|
| EXECUTED AS A DEED | |
| BY CASE HANDLER as authorised signatory for Lloyds Bank plc in the presence of (signature of witness) | } Per Pro Lloyds Bank plc <i>[Signature]</i> |
| <i>[Signature]</i> PARWIT KAUR DHALIWAL <small>Witness for Kd, Webel-Management 009 5117</small> | |