

5th March 2025
Dated ~~28 FEBRUARY~~ 2025

Parties

- (1) **Gravesham Borough Council** whose address is Civic Centre, Windmill Street Gravesend Kent DA12 1AU ("the Council");
- (2) **BRT Properties (Kent) Limited** (Company Registration number 8658819) whose registered office is at Windsong, Pear Tree Lane, Shorne, Gravesend DA12 3JS ("the Owner")
- (3) **Kamaljit Sangha and Bhajan Sangha** of Windsong, Pear Tree Lane, Shorne, Gravesend DA12 3JS ("the Mortgagee")

Introduction

- (A) This deed is supplemental to the Original Unilateral Undertaking (as defined in clause 1 of this Deed).
- (B) The Owner is the freehold owner of part of the Application Site registered with title number
- (C) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area in which the Application Site is situated and is the authority by which the obligations are enforceable.
- (D) The Mortgagee has a legal charge over the Application Site dated the 10th September 2019 and registered at the Land Registry
- (D) The Council and the Owner have agreed to enter into this Deed to vary the Original Unilateral Undertaking in the manner set out in this Deed.
- (E) The Parties are satisfied that the restrictions and provisions in this Deed are relevant to planning considerations concerning the Application Site, directly related in scale and kind to the Development and are reasonable in all other respects, and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

Agreed terms

1 Definitions and interpretations

In this deed the following words and expressions have the meaning specified except when expressly stated to the contrary.

1.1 Definitions

1.1.1 "Application" Site has the same meaning as that defined in the Original Unilateral Undertaking

1.1.2. "Original Unilateral Undertaking" means the Unilateral Undertaking given by the Owner pursuant to section 106 of the TCPA 1990 dated 28th October 2019 and made between the Council and the Owner

1.1.3 "Section 73 Consent" means a planning permission granted pursuant to an application made under Section 73 of the TCPA 1990 to vary the Planning Permission

1.2 Interpretation

1.2.1 Where the context so requires:

(a) The masculine includes the feminine and vice versa;

(b) Persons includes bodies corporate associations and partnerships and vice versa.

1.1.2 Where a party includes more than one person any obligations or liabilities on that party shall be joint and several obligations or liabilities.

1.1.3 The expression the Owner, the Mortgagee and the Council includes any statutory successor body or bodies, its successors in title and assigns and all persons deriving title under them.

1.1.4 The headings above the clauses and the contents pages of this deed are for reference only and shall not affect its construction.

1.1.5 Any reference to a clause or schedule without further designation shall be a reference to a clause or schedule of this deed.

1.1.6 If any provision is held to be illegal invalid or unenforceability of remainder of this Deed is to be unaffected.

2 Legal Effect

2.1 This Deed constitutes a planning obligation for the purposes of the 1990 Act which binds the Application Site.

2.2 The Council is the local planning authority by whom this Deed is enforceable.

2.3 This Deed is a variation of the Original Unilateral Undertaking and is made pursuant to Section 106 and 106A of the 1990 Act.

2.4 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by it of its statutory functions and the rights, powers, duties and obligations of the Council under private statutes are effectively exercised as if it were not a party to this Deed.

2.5 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

2.6 This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.

2.7 It is hereby agreed between the Parties that the provisions of this Deed take effect upon the date hereof.

3 Variation

3.1 The Owner and the Council agree that the following definitions contained in clause 1.1 of the Original Unilateral Undertaking are varied as follows:

3.1.1 The definition of "Development" referred to in the Original Unilateral Undertaking shall be deleted and the following inserted:

The erection of a three storey building with rooms in the roof space to provide 14 x two bedroom self contained flats, with associated access, car parking, cycle parking refuse stores and amenity space: to allow the alteration of the design of the windows and different sized dormers and ground floor doors accessing private terraces to be altered to windows and adjust the landscaping to suit

3.1.2 The definition of "Planning application" referred to in the Original Unilateral Undertaking shall be deleted and the following inserted:

means the application for full planning permission registered by the Council under reference number 20240998

3.1.3 The following words shall be added to the end of the definition of "Planning Permission":

as may from time to time be amended by approval of a non-material amendment pursuant to section 96A of the Planning Act

3.2 The Owner and the Council agree that the following clause shall be included in the Original Unilateral Undertaking:

3.2.1 the following shall be inserted into clause 1.1:

"Further Section 73 Consent" means a planning permission issued pursuant to an application to vary the Permission made under section 73 of the TCPA 1990 subsequent to the date of this deed

3.2.2 The following shall be inserted as a new clause 21:

21 In the event any Further Section 73 Consent is granted after the date of this deed:

21.1 the obligations in this deed shall relate to and bind such Further Section 73 Consent: and

21.2 the definitions of Planning Application, Planning Permission and Development shall be construed to include reference to the Planning application for the Further Section 73 consent, the Further Section 73 Consent itself and the development permitted by the Further Section 73 Consent respectively

PROVIDED THAT

21.3 nothing in this clause shall fetter the discretion of the Council in determining the planning application for the Further Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same

21.4 to the extent that any of the obligations in this deed have already been discharged at the date that a Further Section 73 Consent is granted they shall remain discharged for the purposes of the Further Section 73 Consent: and

21.5 the Parties acknowledge that the Council has the right to insist upon the completion of a separated planning obligation by deed of agreement in connection with any Further Section 73 Consent if the Council (acting reasonably) considers it desirable to do so

4 Future construction

4.1 The Original Unilateral Undertaking will, from the date of this deed, take effect and be constructed taking account of the variation effected by this deed.

4.2 The Council and the Owner confirm that the covenants and conditions contained in the Original Unilateral Undertaking (except as varied by this deed) are to continue in full force and effect.

5. Mortgagee's Consent

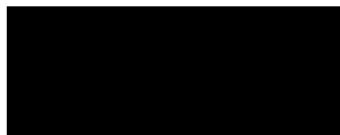
The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Application Site shall be bound by the obligation contained in this Deed and the security of the mortgage over the Application Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under the Deed unless it takes possession of the Application Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

IN WITNESS whereof this Deed has been duly executed as a Deed by the Parties the day and year first before written.

THE COMMON SEAL OF GRAVESHAM BOROUGH

COUNCIL was hereunto affixed to this Deed on the

Authority of:



AUTHORISED SIGNATORY

17,852.

Authorised Signatory—

EXECUTED AS A DEED by)
BRT PROPERTIES (KENT) LIMITED)
acting by a director and its secretary or two)
directors:)

Director:

Director/

SIGNED as his Deed and delivered)
by the said KAMALJIT SANGHA)
in the presence of:-)

Witness signature

Witness full name

Witness address

SIGNED as his De

by the said BHAJ

in the presence of:-)

Witr

Witness full name

Witness address

:

