

DATE: 11th December

2025

(1) GRAVESHAM BOROUGH COUNCIL (HOUSING DEPARTMENT)

In favour of

(2) GRAVESHAM BOROUGH COUNCIL

Unilateral Undertaking

Town and Country Planning Act 1990

Section 106

Relating to Milton Place Car Park, Gravesend, Kent

Medway Council and Gravesham Borough Council

Gun Wharf

Dock Road

Chatham

Kent

ME4 4TR

(Ref: JH/GPL030471)

THIS DEED is made the 11th day of December 2025

GIVEN BY:

PARTIES

- (1) GRAVESHAM BOROUGH COUNCIL whose address is Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU as landowner ("the Owner")

TO

- (2) GRAVESHAM BOROUGH COUNCIL whose address is Civic Centre, Windmill Street, Gravesend, Kent, DA12 1AU as local planning authority ("the Council")

Agreed terms

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following terms have the following meanings unless inconsistent with the context

"Act" means the Town and Country Planning Act 1990 (as amended) including any statutory amendment or re-enactment thereof.

"Affordable Housing" means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is essential local works).

"Affordable Housing Units" means 30% of the Dwellings of which are to be provided as Social Rented Housing Units (or as otherwise first agreed in writing by the Council).

"Application" means the application for planning permission for the Development and given Council reference number 20250167.

"Commencement of the Development" means commencement of the Development on the Site by the carrying out of a material operation within the meaning of section 56 of the Act but for the purpose of this definition the carrying out of any works of demolition, works of site clearance, ground investigation and site survey works, construction of boundary fencing of hoards, construction temporary accesses and/or highway works, archaeological investigations, site decontamination or remediation works, landscaping works, laying of sewers and other services, creation of site compounds and noise attenuation works shall not be deemed to be the carrying out of a material operation and "Commence Development" shall be construed accordingly.

"Council's Financial Contributions" means the contributions contained in the First Schedule Part 1:

- (i) SAMMS Contribution
- (ii) Leisure Contribution

"Council's Costs" means a contribution to the Council's proper and reasonable legal and administrative costs in the negotiation, execution, completion and registration of this Deed.

"County Council" means Kent County Council of Sessions House, County Hall, Maidstone Kent who is the county planning authority, education authority and the authority responsible for social services, community learning and libraries and waste disposal for the administrative area of Gravesham Borough Council.

"County Council's Financial Contributions" means the contributions contained in the First Schedule Part 2:

- (i) Secondary Education Contribution
- (ii) Special Education Needs & Disabilities (SEND) Contribution
- (iii) Community Learning and Skills Contribution
- (iv) Integrated Children's Services Contribution
- (v) Adult Social Services Contribution
- (vi) Waste Contribution

"Development" means the construction of 76 dwellings and associated infrastructure at the Site in accordance with the Application.

"Dispute Resolution Procedure" means the procedure referred in clause 17 and set out in the Second Schedule of this Deed.

"Dwelling" means a building or part of a building designed for residential occupation by a single household constructed pursuant to the Planning Permission.

"Financial Contributions" means the financial contributions as set out in the First Schedule.

"Grampian Condition" means condition 1 of the Planning Permission.

"Homes England" means the body that funds and regulates Registered Providers and such expression shall include successors to the functions and powers of Homes England.

"Indexation" means the increase of any sum in accordance with the formula set out in clause 8.

"Inflation Index" means the "all items" index figure of the Index of Retail prices published by the Office for National Statistics or such other index as the Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered.

"Management Company" means an incorporated body limited by shares or guarantee whose objects include the proper management and performance or procuring the performance of the Management Company Responsibilities and whose objectives shall include setting the level of the charges for funding the running of the company and maintenance of the Public Open Space and collecting such charge and ensuring accountability to the occupiers of the Dwellings.

"Management Company Responsibilities" means the maintenance of the Public Open Space over the lifetime of the Development in accordance with the approved Public Open Space Management Plan by diligently applying monies received by the Management Company for those purposes.

"Market Dwelling" means a Dwelling other than the Affordable Housing Units constructed on the Site pursuant to the Planning Permission for sale or potentially for sale on the open market.

"Monitoring Officer" means a suitably qualified officer experienced in projects similar to the Development appointed by the Council in connection with this Deed.

"Monitoring Officer Costs" means the Monitoring Officer's costs of £540 (five hundred and forty pounds) per Financial Contribution and payable to the Council on each Trigger Date being the agreed contribution to the Council's proper and reasonable costs in monitoring compliance with the obligations and requirements contained in this Deed.

"NHS Contribution" means the financial contribution as set out in the First Schedule Part One.

"Notice" means a notice in the form which is attached to this Deed at Annex 1.

"Nominations Agreement" means an agreement between the Council and the Registered Provider setting out the selection and prioritisation of tenants and occupiers of the Affordable Housing Units in accordance with the Council's Affordable Housing policies.

"Occupation" means physical occupation for the intended beneficial purpose but does not include occupation for the purposes of construction fitting out decoration landscaping marketing sales security or management of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or a long leasehold interest to a third party Occupation

commences on the date of legal completion of the sale rather than exchange of contracts and "Occupy" and "Occupied" shall be construed accordingly.

"Planning Permission" means the planning permission granted by the Council pursuant to the Application.

"Plan" means the plan annexed to this Deed at Annex 2.

"Practical Completion" means the issue of a certificate of practical completion by the Owner certifying the completion of any part of the Development so that such part can be used for the purpose and operate in the manner for which it was designed and "Practically Complete" and "Practically Completed" shall be construed accordingly.

"Public Open Space" means the public open space and SUDS to be provided and laid out as open space for public use and/or SUDS (as applicable) in accordance with the Planning Permission and the provisions set out in Part Three of the First Schedule of this Deed.

"Public Open Space Management Plan" means a plan establishing the long term management and maintenance of the Public Open Space.

"Public Open Space Scheme" means a scheme detailing how the Public Open Space will be laid out constructed and which sets out the detailed technical specification of all the works to be carried out on the Public Open Space.

"Qualifying Person" a person who is aged 55 (fifty-five) years or more at the date of the first Occupation of an Affordable Housing Unit.

"Registered Provider" means the Council or any company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) which is registered or eligible for registration under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision).

"Schedule" means any one or all of the Schedules to this Deed.

"Secretary of State" means the Secretary of State for Housing, Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing, Communities and Local Government by the Act.

"Section 73 Consents" means a planning permission granted pursuant to an application made under section 73 of the Act to vary the Planning Permission.

"Serviced Condition" means the relevant property has proper connections within its boundary so as to connect it to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications and enjoys direct access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway) which is the subject of an agreement under section 38 of the Highways Act 1980 and in each case adequate for the purpose of its prospective use.

"Site" means the land/property known as Milton Place Car Park, Gravesend and registered at HM Land Registry under title number K288272 and forming part of the land registered at HM Land Registry under title number K980750 and more particularly delineated edged red on the attached Plan.

"Social Rented Housing" means Affordable Housing let to eligible households for which guideline target rents are determined through the national rent regime published by Homes England or any subsequent replacement.

"Social Rented Housing Units" means the Affordable Housing Units to be provided as Social Rented Housing in accordance with the terms of this Deed.

"Standards" means the design and construction standards that apply at the time of commencement of construction of the Affordable Housing Unit(s) in question.

"Statutory Undertaker" has the meaning given such term in the Act and for the avoidance of doubt, shall include any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator.

"SUDS" means any balancing ponds, attenuation basins, ditches watercourses, swales or similar features, to be provided to form the sustainable urban drainage system for the Development as detailed in the SUDS Scheme and to be provided on the Development as determined by the Planning Permission.

"SUDS Scheme" means scheme for the provision and onward management of the sustainable urban drainage systems to be provided as part of the Development which is to be submitted and approved in writing by the Council in accordance with Part Three of the First Schedule which includes details of all the works features and measures for the SUDS that are proposed to be carried out constructed and implemented on the Site during the Development and the timescales for when the said works and features are to be carried out.

"Supplemental Planning Obligation" means a planning obligation under section 106 of the Act entered into between the (1) the Council and (2) the party deriving title from Gravesham

Borough Council who intends to undertake the Development in the draft form attached at Annex 3 to this Deed and by which the Site shall be bound by the terms of this Deed.

"Trigger Date" means each date upon which an event occurs that triggers the payment of any Financial Contribution and/or the coming into effect of any other obligation under this Deed.

"Working Day" means any day between Monday to Friday (inclusive) excluding and statutory bank holiday, Christmas Day, Boxing Day and New Years Day.

- 1.2 References to the Owner includes its successors in title and to any person deriving title through or under that party and references to the Council (as local planning authority) includes any successors to its statutory functions (and where appropriate includes any agent or other person appointed or nominated by the Council for the purposes of this Deed).
- 1.3 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.
- 1.4 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument, direction, order, regulation or byelaw made or issued under the statute or deriving validity from it.
- 1.5 Words importing the masculine gender shall include the feminine gender and the neuter and vice versa.
- 1.6 Words importing persons include companies, partnerships and corporations and vice versa.
- 1.7 Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 1.8 Headings are for ease of reference only and shall not be construed as part of this Deed.
- 1.9 Reference to any recital, clause, Schedule or paragraph or any part thereof shall unless the context otherwise requires be reference to any recital, clause, Schedule or paragraph or any part thereof in this Deed.
- 1.10 Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

2. Recital

- 2.1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and entitled to enforce the obligations of this Deed for which it (the Council acting as local planning authority) is a beneficiary.

- 2.2. The Owner is the freehold owner of the Site part of which is registered with title absolute registered at HM Land Registry under title number K288272 and part of which forms part of the land registered at HM Land Registry under title number K980750 and shown edged red on the Plan.
- 2.3. The Owner hereby declares that as at the date hereof no other person other than those stated in this Deed holds a legal interest in the Site.
- 2.4. The Application has been submitted to the Council by Gravesham Community Investment Partnership LLP in relation to the Development.
- 2.5. The Council resolved on the 30th July 2025 to grant planning permission for the Development subject to the completion of this Deed without which the Application would have been refused.

3. Statutory provisions

- 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 to all other enabling powers to the intent that this Deed shall bind the Owner and (subject to clause 4.1) successors assigns and persons claiming through or under them, except as expressly provided for by this Deed.
- 3.2 The covenants restrictions and obligations imposed on the Owner contained in this Deed are all planning obligations for the purposes of section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and their successors in title as applicable
- 3.3 The Council's Costs are payable pursuant to section 106(1)(d) of the Act.
- 3.4 The planning obligations contained in this Deed are both for the benefit of the Development and in the interest of proper planning of the area, and that they directly relate to the Development and fairly and reasonably relate in scale and kind to the Development and thus satisfy the requirements of section 106 of the Act and Regulation 122 of the Community and Infrastructure Regulations 2010 as amended.
- 3.5 Subject to Clause 11, nothing in this Deed shall be construed as prohibiting limiting or affecting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the Council or the Secretary of State after the date of this Deed and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement of the Development under the terms of this Deed.

4. Enforceability of Obligations

4.1 This Deed shall not be enforceable against:-

4.1.1 any owner-occupiers or tenants of any of the Dwellings constructed pursuant to the Planning Permission nor their mortgagees or those deriving title from them PROVIDED ALWAYS THAT this Clause shall not apply to any provisions placing a restriction on first Occupation of any Dwellings or of the Development;

4.1.2 any Statutory Undertaker who acquires an interest in the Site for the purpose of providing services to the Site; or

4.1.3 anyone benefitting only from an easement or licence in relation to the Site.

4.2 It is acknowledged and declared that this Deed has been entered into by the Owner with the intent that the planning obligations shall be binding on the Site and that the security of a mortgage/charge over the Site shall take effect subject to this Deed PROVIDED THAT any mortgagee/charge of that part of the Site to which a breach relates shall only be liable for any breach that itself has caused whilst mortgagee in possession and shall not be liable for any pre-existing breach but FOR THE AVOIDANCE OF DOUBT any successor in title to any mortgagee/chargee will subject to clause 4.1 be responsible as successor in title to the Owner for (i) any obligation(s) still to be performed and (ii) any obligation(s) which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied.

5. The Owner's Covenants

5.1 Subject to the grant of the Planning Permission and Commencement of the Development (other than Clauses 3.3, 6.3, 6.7, 11, 14, 15 and 18 which shall come into effect on the date of this Deed and clauses 6.2, 10 and paragraph 1.1 of the First Schedule which shall come into effect on the grant of the Planning Permission) the Owner covenants with the Council in the terms set out in the First Schedule.

6. Declarations and Agreements

6.1 Liability for Breach

No person shall be liable for a breach of a covenant contained in this Deed after that person has parted with all their interest in the Site or in the part of the Site in respect of which such breach occurs but without prejudice to any subsisting breach of covenant prior to parting with such interest.

6.2 Revocation Modification or Expiry of the Planning Permission

Subject to Clause 11 this Deed shall determine and cease to have any further effect if the Planning Permission is revoked or modified by the Council pursuant to the Act or by any Court without the written consent of the Owner or if the Planning Permission expires before the Commencement of the Development and the Council shall remove it from the register of Local Land Charges.

6.3 Notices

6.3.1 Any Notice required under this clause 6.3 shall be in the form attached to this Deed at Annex 1 and shall be deemed to be served if sent electronically to the address provided on the Notice or if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the Council provided on the Notice

6.3.2 Any other notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre paid first class recorded delivery or registered post to the address of the relevant party as described at "Parties" or such other address as shall have been notified in writing to the party giving the notice consent or approval provided that in the case of notice or other written communication to the Council the notices must be served, on the Director (Planning and Development) and addressed to the Civic Centre, Windmill Street, Gravesend, Kent DA12 1AU and quoting reference 20250167

6.4 Approvals

Where any approval consent direction action or authority is required to be given by any of the parties hereto such approval consent direction action or authority shall not be unreasonably delayed or withheld and shall only be effective if given for the purposes of this Deed.

6.5 Severance

If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.

6.6 Waiver by the Council

No waiver (whether express or implied) by the Council of any breach or default by another party in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party.

6.7 Registration as a Local Land Charge

This Deed shall be registered in the Councils' register of Local Land Charges.

7. **Overdue Payment**

7.1 Payments required to be made under the terms of this Deed shall for the purposes of this clause be deemed to fall due and to be payable on the date specified for payment in the relevant clause or if no date is specified in the relevant clause then such payment shall fall due 20 Working Days after the occurrence of the relevant Trigger Date (in either case the "**Due Date**").

7.2 In the event of any delay in making the payment required under this Deed interest shall be payable on the amount payable at the rate of four percent above the National Westminster Bank plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment.

8. **Indexation and VAT**

8.1 Any sums forming part of the Council's Financial Contributions and the NHS Contribution which become payable under this Deed on a date more than twelve months after the date of this Deed to the Council other than the Council's Costs and the Monitoring Officers Costs shall be subject to Indexation.

8.2 Where a sum forming part of the Council's Financial Contributions and the NHS Contribution is subject to Indexation the actual sum due to the Council ("the Indexed Sum") shall be calculated in accordance with the following formula except where the Inflation Index at the Due Date is less than the Inflation Index at the Base Date when the sum in question shall not be subject to Indexation

$$\text{Indexed Sum} = \text{Initial sum} \times \frac{\text{Inflation Index at Due Date}}{\text{Inflation Index at Base Date}}$$

Where:

(a) "the Initial Sum" is the original sum specified in this Deed; and

(b) "the Base Date" is the date twelve months after the date of this Deed

PROVIDED THAT where payment is not made on the Due Date the provisions of clause 7.2 will have effect in relation to the Indexed Sum.

8.3 The County Council's Financial Contributions shall be increased by an amount equivalent to the increase in the BCIS Index from April 2020 (360.3) and the monthly index figure for the date on which such sum is paid pursuant to this Deed.

8.4 All sums due under this Deed are exclusive of VAT

9. No Fettering of Discretion

Except in so far as is legally or equitably permitted nothing in this Deed shall fetter prejudice or affect the exercise of any statutory or regulatory power duty or discretion of the Council.

10. Variation

No variation or modification of this Deed shall be valid unless made by Deed and executed by the parties or their respective successors.

11. Section 73 Consents

In the event any Section 73 Consent is granted after the date of this Deed:

11.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

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

provided that:

11.3 nothing in this clause 11 shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

11.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

11.5 the parties acknowledge that the Council has the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council considers it desirable to do so.

12. Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to this Deed shall not have any rights to enforce any term against a party who is not referred to in this Deed.

13. Planning Permission

Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.

14. Change in ownership

The Owner shall give to the Council within twenty Working Days of disposing of its interest in any part of the Site written notice of such disposal such notice to contain the name and address of the person to whom the Site or any part has been transferred other than disposals of individual Dwellings or disposals to Statutory Undertakers.

15. No Encumbrance

The Owner shall not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site.

16. Jurisdiction

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.

17. Dispute Resolution

17.1 Without prejudice to the rights and powers of the Council to take alternative action to enforce this Deed any dispute between the parties under the term of this Deed may be referred to an expert under the Dispute Resolution Procedure

17.2 The decision of any expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute except in the case of manifest error

18. Agreements and Declarations

18.1 As from the date of the Supplemental Planning Obligation:

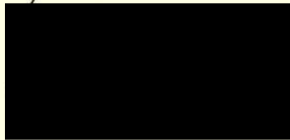
18.1.1 all references to the "Owner" shall include the party deriving title from Gravesham Borough Council who intends to undertake the Development; and

18.1.2 the terms, obligations, covenants and undertakings of this Deed shall bind the Site and the party deriving title from Gravesham Borough Council who intends to undertake the Development.

18.2 The Supplemental Planning Obligation is in the form intended to satisfy the Grampian Condition.

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 (acting as the Owner))
was hereunto affixed to this Deed)
on the authority of



Authorised Signatory



FIRST SCHEDULE

Covenants

Financial Contributions

The Owner covenants with the Council to pay the Council Financial Contributions to the Council as follows

PART ONE

1. COUNCIL'S FINANCIAL CONTRIBUTIONS

- 1.1. To pay the sum calculated to the formula of £337.49 (three hundred and thirty seven pounds and forty nine pence) per Dwelling the total of which is £25,649.24 (twenty five thousand six hundred and forty nine pounds and twenty four pence) and which shall be used towards a scheme to mitigate the recreational impacts of the development of the Thames Estuary Scheme and Marshes Special Protection Area and the Thames Estuary and Marshes Ramsar Site situated within 6km of the Development (**SAMMS Contribution**) such contribution to be paid prior to the Commencement of the Development.
- 1.2. To pay the sum of £159,114 (one hundred and fifty nine thousand one hundred and fourteen pounds) and which shall be used towards artificial playing pitches and to mitigate loss of playing field amenity (**Leisure Contribution**) such contribution to be paid on first Occupation of any part of the Development.

2. NHS CONTRIBUTION

To pay the sum of £47,268 (forty seven thousand two hundred and sixty eight pounds) towards refurbishment, reconfiguration and/or extension of existing general practice and other healthcare premises covering the area of development or new premises for general practice or healthcare services provided in the community in line with the healthcare infrastructure strategy for the area (**NHS Contribution**) such contribution to be paid on first Occupation of any part of the Development.

3. The Owner covenants not to allow the Commencement of the Development until the Council has received in full the SAMMS Contribution or the first Occupation of any part of the Development until the Council has received in full the Financial Contributions payable under this Part One of this Schedule.

PART TWO

COUNTY COUNCIL'S FINANCIAL CONTRIBUTIONS

- 1.1. To pay the sum calculated to the formula of £5,329.27 (five thousand three hundred and twenty nine pounds and twenty seven pence) x 15 Dwellings the total of which is £79,939.05 (seventy nine thousand nine hundred and thirty nine pounds and five pence) towards additional capacity in the Gravesham and Longfield Non-selective education planning group (**Secondary Education Contribution**) such contribution to be on first Occupation of any part of the Development.
- 1.2. To pay the sum calculated to the formula of £559.83 (five hundred and fifty nine pounds and eighty three pence) x 16 Dwellings the total of which is £8,997.45 (eight thousand nine hundred and ninety seven pounds and forty five pence) towards the cost of providing a SEND school within the KCC North Kent Education Area (**Special Education Needs & Disabilities (SEND) Contribution**) such contribution to be paid on first Occupation of any part of the Development.
- 1.3. To pay the sum calculated to the formula of £34.21 (thirty four pounds and twenty one pence) per Dwelling the total of which is £2,599.96 (two thousand five hundred and ninety nine pounds and ninety six pence) towards the cost of providing additional equipment and resources for adult education centres serving the Development including outreach services (**Community Learning and Skills Contribution**) such contribution to be paid on first Occupation of any part of the Development.
- 1.4. To pay the sum calculated according to the formula of £74.05 (seventy four pounds and five pence) x 15 Dwellings the total of which is £1,110.75 (one thousand one hundred and ten pounds and seventy five pence) towards the cost of additional equipment and resources for the Integrated Children's Services within the Borough of Gravesham including outreach services (**Integrated Children's Services Contribution**) such contribution to be paid on first Occupation of any part of the Development.
- 1.5. To pay the sum calculated according to the formula of £180.88 (one hundred and eighty pounds and eighty eight pence) per Dwelling the total of which is £13,746.88 (thirteen thousand seven hundred and forty six pounds and eighty eight pence) towards the cost of Adult Social Services including (but not limited to) the provision of specialist care accommodation assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities and changing places within the Borough of Gravesham (**Adult Social Services Contribution**) such contribution to be paid on first Occupation of any part of the Development.

- 1.6. To pay the sum calculated to the sum of £194.13 (one hundred and ninety four pounds and thirteen pence) per Dwelling the total of which is £14,753.88 (fourteen thousand seven hundred and fifty three pounds and eighty eight pence) towards the Ebbsfleet Waste Transfer Station Gravesend Kent (**Waste Contribution**) such contribution to be paid on first Occupation of any part of the Development.
2. The Owner covenants not to allow first Occupation of any part of the Development until the Council has received in full the Financial Contributions payable under this Part Two of this Schedule.

PART THREE

Public Open Space

The Owner covenants with the Council as follows

- 1 Not to cause or allow the Commencement of the Development above ground level until the Public Open Space Scheme, Public Open Space Management Plan and SUDS Scheme have been submitted to and approved in writing by the Council.
- 2 To lay out the Public Open Space in accordance with the Public Open Space Scheme referred to in paragraph 1 of this Schedule.
- 3 Until such time as the Public Open Space is transferred to a Management Company or the Council to ensure that the Public Open Space is maintained in accordance with the approved Public Open Space Management Plan and with all health and safety requirements in force from time to time and is available at all times for use by the general public at large.
- 4 In the event that the Owner elects to transfer responsibility for the Public Open Space to the Management Company or the Council not to cause or the allow the first Occupation of more than 95% of the Dwellings to be so Occupied until the Public Open Space has either been transferred to the Management Company or the Council free from encumbrances and together with all necessary rights of access and easements to enable the general public to access and egress it freely and with or without vehicles and machinery for maintenance purposes and the Public Open Space shall be transferred upon the following terms:
 - (a) consideration of £1 (one pound); and
 - (b) such transfer to contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Site and each and every part thereof to the effect that the Public Open Space shall not be used for purposes other than public recreation.
- 5 To ensure that the Public Open Space together with reasonable access and egress to and from it is available at all times for use by the general public at large in perpetuity and to the satisfaction of the Council save in respect of any risk to health and safety or for any period

required in order to prevent the public from acquiring a right to use the Public Open Space by way of prescription.

PART FOUR

Affordable Housing

The Owner covenants with the Council as follows:

- 1 To construct the Affordable Housing Units pursuant to the Planning Permission and the Standards to the reasonable satisfaction of the Council.
- 2 That the Affordable Housing Units shall not be used or Occupied other than as Affordable Housing in perpetuity in accordance with the requirements of this Part Four of the First Schedule of this Deed.
- 3 The land on which the Affordable Housing Units are to be built shall be put to a Serviced Condition in advance of any disposal of any of the Affordable Housing Units to the Registered Provider.
- 4 Unless otherwise agreed with the Council the Owner shall not Occupy or permit the Occupation of more than 70% of the Market Housing Units until:
 - 4.1 the Affordable Housing Units have been Practically Completed and made ready for Occupation as Affordable Housing Units in a Serviced Condition in accordance with the Planning Permission and the Standards; and
 - 4.2 the Owner has transferred the freehold or a minimum of 999 year leasehold interest in the Affordable Housing Units to the Council (as Registered Provider) or in the event that the Council do not accept a transfer of the Affordable Housing Units within three months of the offer of transfer and the Council has confirmed in writing (acting reasonably) that it is agreed the Owner has transferred the Affordable Housing to another Registered Provider in accordance with and subject to the following terms:
 - (a) with vacant possession;
 - (b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Housing Units as Affordable Housing; and
 - (c) with the benefit of all necessary easements, rights and utilities.
- 5 Prior to the transfer of the Affordable Housing Units to a Registered Provider (other than the Council), the Registered Provider shall enter into a Nominations Agreement with the Council.
- 6 Not to use the Affordable Housing Units for any purpose other than Affordable Housing in PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

- 6.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016 and their successors in title;
- 6.2 a 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 and 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:
- (a) such mortgagee or 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 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
 - (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.
- 6.3 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 6 (including their successors in title).
- 7 Not to permit the Occupancy of any Affordable Housing Unit other than to a Qualifying Person and a spouse, or partner of such a person, irrespective of the age of such spouse or partner.
- 8 In the event that a Qualifying Person in Occupation of an Affordable Housing Unit dies or vacates such an Affordable Housing Unit, the spouse or partner of such a person shall be entitled to remain within the Affordable Housing Unit, irrespective of whether they satisfy the age restriction of a Qualifying Person.

SECOND SCHEDULE

DISPUTE RESOLUTION PROCEDURE

1. General

All differences and questions that arise between the parties arising out of or connected with this Deed shall be referred to an expert.

2. Choice of Expert

2.1. If the difference or question relates to the construction of rights and liabilities of any party or to the terms or conditions to be embodied in any deed or document appertaining thereto it shall be referred to a solicitor or barrister agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the Chairman from time to time of the Bar or any person in an equivalent subsequent role.

2.2. If the difference or question relates to the occupancy of any dwelling it shall be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of any party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors or any person in an equivalent subsequent role.

3. No Further Submissions

After delivery of counter submissions or (if none) after submission of written submissions no party shall be entitled to make any further submissions and the expert shall forthwith deliberate and deliver to every party to the dispute their decision in writing within a reasonable time of closing submissions or counter submissions.

4. Restriction on Terms of Decision

The expert shall be restricted in settling the dispute to choosing between one of the proposals submitted by the parties or elements compatible with one another from the submissions of different parties to the dispute.

ANNEX 1

Notice to Gravesham Borough Council

Please complete this form in full.

Planning application number:

Section 106 dated:

Development Site Address:

In accordance with the terms of the above Section 106 Agreement, **I GIVE YOU NOTICE** that the following event has been reached *(please complete as appropriate)*

EITHER:

PRIOR TO COMMENCEMENT OF WORKS ON THE DEVELOPMENT ON SITE (1)

Date work is expected to commence on the Development Site:

(1) this notification should be sent at least 28 days prior to commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement

OR

WORKS HAVE COMMENCED ON SITE (2)

Date work commenced on the Development Site:

(2) this notification should be sent within 14 days after commencement of works on the Development Site as required under Clause 5.1.2 of the Section 106 Agreement

OR

A TRIGGER DATE(S) HAS OCCURRED (3)

Obligation Type (insert each obligation) e.g. Library Contribution/SAMMS Contribution/NHS:

Trigger Date (insert the date that each obligation was due to be paid or was due to come into effect):

(3) this notification should be sent within 14 days after trigger date occurred as required under Clause 5.1.2 of the Section 106 Agreement

From:

Company:

Address:

Email address (Required for invoicing):

Please send this notification to :

By email : planning.obligations@gravesham.gov.uk (preferred option)

By post : Management Development

Gravesham Borough Council

Section 106 Officer

Planning Department

Civic Centre, Windmill Street,

Gravesend,

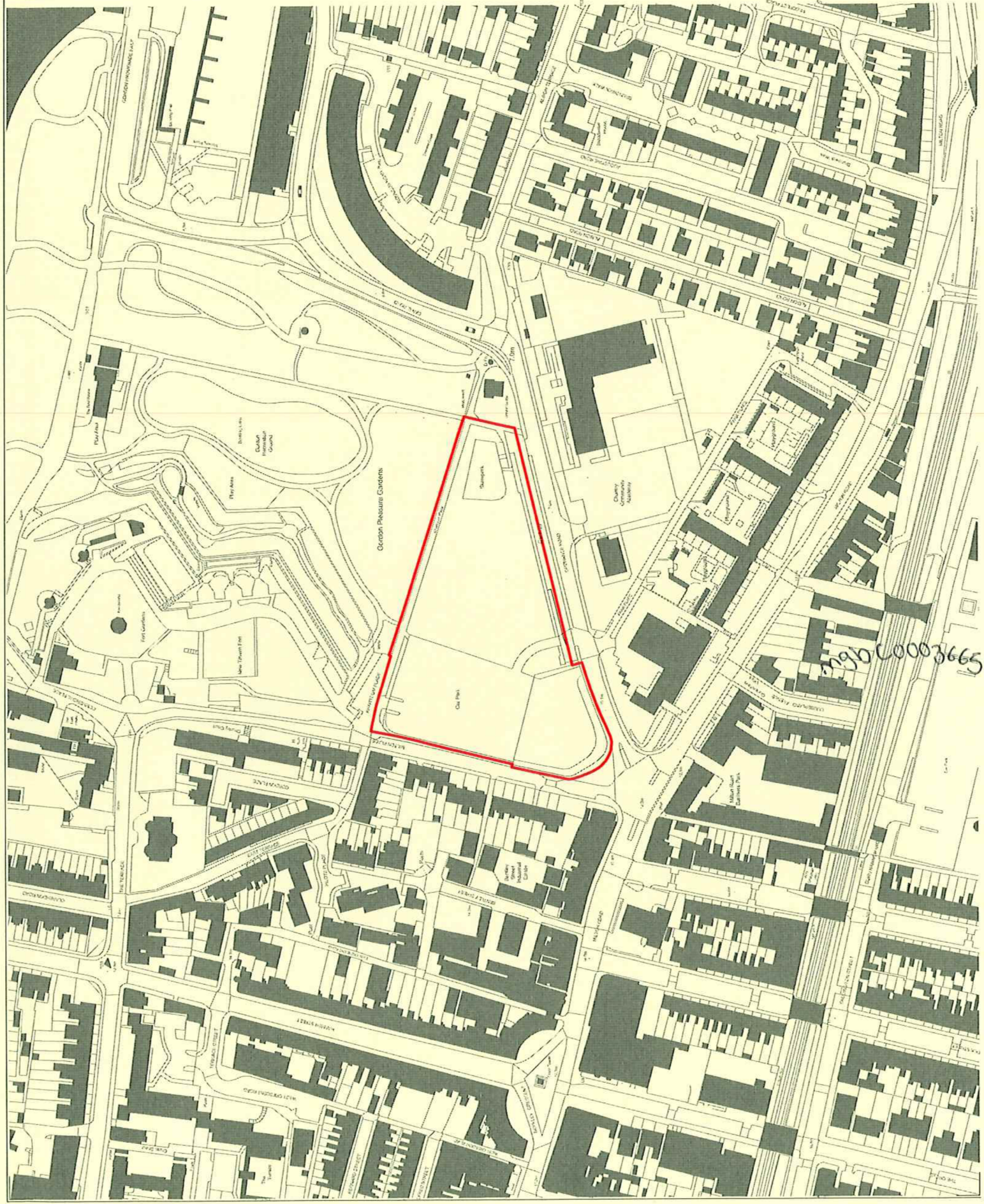
Kent, DA12 1AU

ANNEX 2

Plan

Do not scale from this drawing.
 All construction information must be taken from the approved drawings and not from this drawing.
 This drawing is prepared for the specific project stage in the design process and is not to be used for any other purpose.
 It is the responsibility of the user to ensure that the information is used in the correct context and for the correct purpose.
 It is not to be used for any other purpose.
 It is the responsibility of the user to ensure that the information is used in the correct context and for the correct purpose.

Application Boundary



Rev	Date	Description	Drawn	Check
1	11/01/20	Initial Design		
2	11/01/20	Final Design		

Gravesham Community Investment Partnership

jtp

Millon Place
Location Plan

02324-JTP-MP-ZZ-DR-A-00001
 Scale 1:1250
 Date 11/01/20
 Drawn 11/01/20
 Check 11/01/20

10 20 30 m

2960003665

ANNEX 3

Supplemental Planning Obligation

Dated

2025

GRAVESHAM BOROUGH COUNCIL (1)

and

[] (2)

and

[] (3)

SUPPLEMENTAL PLANNING OBLIGATION BY DEED

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers
enabling

relating to Milton Place Car Park, Gravesend, Kent

THIS SUPPLEMENTAL DEED is made on

2025

BETWEEN

- (1) **GRAVESHAM BOROUGH COUNCIL** of Civic Centre, Windmill Street, Gravesend, Kent (the "Council");
- (2) [] whose [registered office/address] is [] (the "Land Owner");
- (3) [] of [] (the "Chargee")]

RECITALS

WHEREAS:-

- (A) The Council is the Local Planning Authority for the purposes of the Act for the areas within which the Site is situated.
- (B) On [] 2025 the Planning Permission was granted subject to the Principal Deed.
- (C) At the date the Principal Deed was completed the Council was the freehold owner of the Site.
- (D) On [] 2025 the Land Owner became the proprietor of the [freehold/leasehold] interest in the Site.
- (E) This Supplemental Deed is entered into pursuant to the requirements of planning condition [] of the Planning Permission and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Deed are binding on the Site and the Land Owner for the purposes of the said section 106 of the Act.

OPERATIVE PROVISIONS:-

1 INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Deed have the meaning assigned to them in the Principal Deed.
- 1.2 For the purposes of this Supplemental Deed, the following words and expressions have the meanings assigned:

"Planning Permission" means the permission granted by the Council on [] with reference 20250167

“Owner” means the “Owner” as defined and further interpreted in the Principal Deed

“Principal Deed” means a unilateral underaking dated [] 2025 between (1) the Council (as local planning authority) and (2) the Council (as landowner) entered into pursuant to section 106 of the Act and other relevant powers.

“Site” means the land/property known as Milton Place Car Park, Gravesend and registered at HM Land Registry under title number K288272 and forming part of the land registered at HM Land Registry under title number K980750 and more particularly delineated edged red on the attached Plan

2 OPERATION OF THIS SUPPLEMENTAL DEED

- 2.1 This Supplemental Deed is supplemental to the Principal Deed and is entered into pursuant to section 106 of the Act and (insofar as this Agreement does not contain planning obligations), section 1 of the Localism Act 2011 section 111 Local Government Act 1972 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Deed and given to the Council are planning obligations for the purposes of section 106 of the Act and are enforceable (as applicable) by the Council.
- 2.3 The Land Owner confirms to and covenants with the Council that from the date of this Supplemental Deed its [freehold/leasehold] interest in the Site is bound by the obligations, covenants and undertakings on the part of the Owner contained in the Principal Deed and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the Act and so as to bind the Site and, subject to Clause 4 of the Principal Deed, the said obligations, covenants and undertakings on the part of the Owner in the Principal Deed are entered into by the Land Owner but also against any successors in title to or assigns of the Land Owner and/or any person claiming through or under the Land Owner an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it.

3 [CHARGEES CONSENT]

3.1 The Chargee acknowledges and declares that:-

3.1.1 this Supplemental Deed has been entered into by the Land Owner and the Council with its consent;

3.1.2 the Site shall be bound by the obligations contained in this Supplemental Deed; and

3.1.3 the security of the mortgagee over the Site shall take effect subject to this Supplemental Deed.

3.2 The Chargee will be liable only for any breach of the provisions of this Supplemental Deed:

3.2.1 to the extent that such breach affects a part of the Site in which the Chargee has an extant legal interest; and

3.2.2 shall only be liable for any breach that itself has caused whilst mortgagee in possession and shall not be liable for any pre-existing breach;

Provided that (and for the avoidance of doubt) any subsequent owners of the Site shall be liable to fulfil any outstanding obligations under this Supplemental Deed

3.3 For the avoidance of doubt the Chargee will not be liable for any breach of the provisions of this Supplemental Deed after it has parted with or released its interest in the relevant part of the Site.]

4 LOCAL LAND CHARGE

This Supplemental Deed is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Supplemental Deed as a deed the day and year first above written

EXECUTED AS A DEED by affixing the COMMON
SEAL of the
GRAVESHAM BOROUGH COUNCIL
in the presence of:-

.....



Authorised Signatory

[EXECUTED] as a deed by [the Land Owner]
acting by:-

.....

Director

.....

Director/Secretary

[EXECUTED] as a deed by [Chargee]
acting by:-

.....

Director

.....

Director/Secretary