

DATED

SUZANNE PATRICIA SUTTON and ELIZABETH SUTTON and JANE CORKE

-and-

JOHN ADAMS and SHEILA ANN ADAMS

-and-

B.YOND HOMES LIMITED

-to-

MAIDSTONE BOROUGH COUNCIL

**UNILATERAL UNDERTAKING PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
LAND AT EAST OF ALBION ROAD AND NORTH OF COPPER LANE,
MARDEN, TN12 9EG
PLANNING APPLICATION REFERENCE NO. 23/504068/OUT
APPEAL REFERENCE NO. APP/V2235/W/24/3346817**

UNILATERAL UNDERTAKING

**RE 0.27Ha
PUBLIC OPEN SPACE**

Contents

1	Definitions	3
2	Interpretation	7
3	Legal Basis	8
4	Conditionality	9
5	Owner's Covenants	9
6	Developer's Covenants	10
7	Successors and Exclusions	10
8	Determination of the Planning Permission	11
9	Section 73 and/or Section 73A Applications	11
10	Notices	12
11	Local Land Charge	13
12	Powers	13
13	Severability	13
14	Rights of Third Parties	14
15	Change of Ownership and New Interest	14
16	Waiver	15
17	Indexation	15
18.	Interest on Late Payments	15
19	VAT	16
20	Agreements and Declarations	16
21	Governing Law	16
22	Delivery	16
	Schedule 1 : The Land	20
	Schedule 2 : Notices	21
	Schedule 3 : Borough Council Contribution	22

THIS UNILATERAL UNDERTAKING BY DEED is made the day of
2024

GIVEN BY

- (1) **SUZANNE PATRICIA SUTTON** and **ELIZABETH SUTTON** of 9 Sutton Forge, Marden, Tonbridge TN12 9DY and **JANE CORKE** of 10 The Avenue, Liphook GU30 7QD (together the **"First Owners"**) and
- (2) **JOHN ADAMS** and **SHEILA ANN ADAMS** of Beech Oast House, Sheephurst Lane, Marden, Tonbridge TN12 9NU (together the **"Second Owners"**)
- (3) **B.YOND HOMES LIMITED** (Co. Regn. No.) 04773137 whose registered address is at Luxford Place, Lower Road, Forest Row, East Sussex, RH18 5HE (the **"Developer"**)

TO

- (4) **MAIDSTONE BOROUGH COUNCIL** of Maidstone House King Street Maidstone Kent ME15 6JQ (the **"Borough Council"**) and

RECITALS

- A. The Borough Council is the Local Planning Authority and Local Housing Authority for the area within which the Land is situated and the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act
- B. The Application was made to the Borough Council
- C. By a notice of refusal dated 22nd December 2023 the Borough Council refused planning permission for the Development for the reasons set out therein and the Owner has appealed to the Secretary of State against the refusal and enters into this Deed to the intent that any objections of the Borough Council to the grant of planning permission are overcome
- D. The First Owners and the Second Owners are persons interested in the Land by virtue of being the freehold owners of the Land as set out in Schedule 1
- E. The Developer is the beneficiary of registered restrictions on the title to the Land dated 10th January 2017 (relating to an option to purchase) and will observe the restrictions and perform the obligations contained in this Deed once it shall have acquired a legal interest in the Land being not merely a registered option except those obligations which have been discharged before it acquires such interest

- F. The Owners and the Developer consider that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010
- G. The Owner has agreed to enter into this Deed to regulate the Development as set out herein and in support of the Appeal
- H. The Borough Council is a Local Authority for the purposes of section 111 of the Local Government Act 1972
- I. This Deed is made pursuant to section 106 of the 1990 Act
- J. This Deed is supplemental to a deed of agreement made between the Owner, the Developer, The Borough Council and Kent County Council dated the day of [] 2024

OPERATIVE PROVISIONS

IT IS AGREED as follows

1 Definitions

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the definitions contained in Paragraphs 1.1 to the relevant Schedule(s)

“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“All in Tender Price Index”	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
“Appeal”	means the appeal against the Borough Council's refusal of the Application which has been made to the Secretary of State by B. Yond Homes Limited and given reference APP/V2235/W/24/3346817
“Application”	means the application for outline planning permission submitted by B.Yond Homes Limited to the Borough

	Council to carry out the Development on the Land and given the registered reference number 23/504068/OUT
“Borough Council Contribution”	means the financial contributions payable to the Borough Council pursuant to Schedule 3 comprising the Public Open Space Contribution
“Commencement of Development”	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words “Commence” and “Commencement” and “Commence Development” shall be construed accordingly
“Deed”	means this deed together with all Schedules and Appendices
“Development”	means the removal of two (2) former agricultural sheds and erection of up to 117 (one hundred and seventeen) no. dwellings and associated infrastructure including partial footways on Albion Road on the Land as set out in the Application pursuant to the Appeal
“Dwelling”	means any residential unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to the Reserved Matters Approval) including for the avoidance of doubt the Open Market Dwellings, the Affordable Dwellings and the First Homes
“Implementation of the Planning Permission”	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and the words “Implement” and “Implemented” and “Implementation” shall be construed accordingly AND FOR THE AVOIDANCE OF DOUBT Implementation of the Planning Permission shall not be construed as Commencement of Development for the purposes of this Deed

“Index Linked”	means adjusted by reference to the relevant index pursuant to the provisions of Clause 17
“Interest Rate”	means interest at 4% (four per cent) per annum above the base lending rate of the Bank of England from time to time applicable at the actual date of payment
“Land”	means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged coloured red on the Plan
“Occupy”	means taking or permitting beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations or marketing or display operations “Occupation” “Occupier” or “Occupied” shall be construed accordingly
“Owner”	means the First Owners and the Second Owners collectively
“Parties”	means the Owner and the Developer as the context so requires and “Party” means any one of them
“Plan”	means the plan titled “Site Location Plan” (Drawing No 22037 S101A) and dated 13.10.22 annexed at Appendix A
“Planning Inspector”	means the inspector appointed by the Secretary of State to determine the Appeal
“Planning Permission”	means planning permission for the Development to be granted pursuant to the Appeal subject to conditions
“Preparatory Operation”	means an operation or item of work of or connected with or ancillary to

	<ul style="list-style-type: none"> a) archaeological investigation b) exploratory boreholes and trial pits c) site surveys d) site clearance e) demolition works f) diversion, decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities g) the erection of fences and hoardings around the Land and h) construction of temporary access and service roads
“Reserved Matters Application”	means an application for approval of reserved matters in accordance with the Planning Permission
“Reserved Matters Approval”	means an approval or approvals given by the Borough Council pursuant to each and every Reserved Matters Application
“Secretary of State”	the Secretary of State for Housing and Communities or any other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing and Communities by the Planning Act
“Section 106 Monitoring Officer”	means any such officer appointed by the Borough Council for the purposes of monitoring planning obligations secured in respect of development proposals
“Statutory Undertakers”	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

“VAT”	means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)
“Working Day”	means a day which is not a Saturday, Sunday, bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

2 Interpretation

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed and any reference to a Paragraph or Sub-Paragraph within a Schedule shall be a reference to a Paragraph or Sub-Paragraph in that Schedule (unless otherwise stated)
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Unless the context otherwise requires words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- 2.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established
- 2.7 Reference to any Party to this Deed shall include that party's personal representatives successors and permitted assigns and in the case of the Borough Council shall include any successor to their statutory functions
- 2.8 Reference to any officer of the Borough Council means such officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions

- 2.9 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
- 2.10 Words denoting an obligation on a Party to do any act matter or thing include an obligation to cause permit or procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.11 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 2.12 Any words following the terms “including” “include” “in particular” “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms
- 2.13 Unless otherwise stated all amounts referred to in this Deed are in Pounds Sterling and all references in this Deed to “pounds” or “pence” or “£” are references to the lawful currency of the United Kingdom
- 2.14 Any financial contributions collected pursuant to the terms of this Deed may be pooled with other funds for use by the receiving party for the purposes for which those contributions were paid and for the avoidance of doubt any financial contribution may be used towards professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the person receiving the financial contribution in order to achieve the purposes for which the requisite contribution was paid
- 2.15 In relation to any financial payments and contributions made pursuant to this Deed the Borough Council shall be entitled to treat any accrued interest or any interest payable under Clause 19 (Interest) as if it were part of the principal sum paid

3 Legal Basis

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local Government Act 1972, sections 12 and 93 of the Local Government Act 2003, section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed
- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act

- 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act
- 3.2.3 relate to the Land
- 3.2.4 are entered into with the intent to bind the Owner's interest in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come
- 3.2.5 are enforceable by the Borough Council as local planning authority
- 3.2.6 are executed by the respective Parties as a deed

4 Conditionality

With the exception of this Clause 4 and Clauses 1, 2, 3, 5.2 **Error! Reference source not found.** and 7 to 22 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on the grant of the Planning Permission

- 4.1 Each planning obligation in this Deed is also conditional upon the Secretary of State or her appointed Planning Inspector deciding the Appeal being satisfied that it complies in all respects with Regulation 122 of the Community Infrastructure Regulations 2010 and in the event that the Secretary of State or her Planning Inspector deciding the Appeal expressly states in their decision letter that any individual planning obligation within this Deed is not compliant with Regulation 122 of the Community Infrastructure Regulations 2010 then that planning obligation or those planning obligations so identified by the Secretary of State or her appointed Planning Inspector will cease to take effect and shall be void for the purposes of this Deed and the Owner shall not be obliged to comply with the terms of that planning obligation **PROVIDED ALWAYS THAT**
 - 4.1.1 the remaining provisions of the Deed shall take effect and remain in effect and enforceable in accordance with the terms of this Deed and
 - 4.1.2 any specific obligation considered deleted by the operation of this Clause will be considered re-instated in the event the decision of the Secretary of State or her appointed Planning Inspector in relation to the obligation is successfully challenged

5 Owner's Covenants

- 5.1 The Owner covenants with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained in this Deed including in the Schedules hereto.

- 5.2 The Owner shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

6 Developer's Covenants

Before completion of this Deed the Developer covenants to pay to the Borough Council the Borough Council's reasonable legal and administrative costs and disbursements incurred in connection with the negotiation preparation execution completion and registration (as a local land charge) of this Deed whether or not this Deed is delivered in accordance with Clause 22

- 6.1 Save for clause 6.1 the Developer hereby confirms that it consents to the Owner entering into this Deed and covenants that it will observe the restrictions and perform the obligations contained in this Deed once it shall have acquired a legal interest in the Land being not merely a registered option except those obligations which have been discharged before it acquires such interest

7 Successors and Exclusions

- 7.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof
- 7.2 Save for Clause 5.2 no planning obligations contained in this Deed shall be binding on any Statutory Undertaker with any existing interest in any part of the Land or which acquires an interest in any part of the Land for the purpose of the supply of electricity, gas, water, or sewerage, drainage or public telecommunication services
- 7.3 No obligations contained in this Deed shall be binding on any freehold or leasehold owners or Occupiers of individual Dwellings (or their respective mortgagees or successors in title) constructed pursuant to the Planning Permission
- 7.4 Save for any subsisting or antecedent breach, non-performance or non-observance of their obligations or other provisions of this Deed arising prior to parting with such interest no person shall be liable for breach of any of the planning obligations or other

provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs

8 Determination of the Planning Permission

- 8.1 Save for Clause 6.1 this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is not issued or shall be revoked or modified pursuant to section 97 of the 1990 Act or quashed or otherwise withdrawn (without the consent of the Owner) or expires prior to Implementation of the Planning Permission PROVIDED THAT this sub-clause 8.1 shall have no effect if a planning permission under Sections 73 or 73A of the 1990 Act are granted in respect of the Planning Permission
- 8.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of this Deed

9 Section 73 and/or Section 73A Applications

- 9.1 In the event that the Borough Council (or the Secretary of State on appeal) grants a planning permission pursuant to an application made under section 73 and/or section 73A of the 1990 Act in respect of any condition of the Planning Permission (or a subsequent permission to which this clause relates) references in this Deed to the Application the Planning Permission and/or the Development shall be deemed to include any such subsequent planning application and planning permission granted pursuant to such application and/or development permitted by such planning permission respectively and this Deed shall take effect and be read and construed accordingly **UNLESS** the Borough Council in determining the section 73 and/or section 73A application (or the Secretary of State determining the section 78 of the 1990 Act appeal in relation to that application) requires consequential amendments to this Deed as are necessary to make the development the subject of the section 73 and/or section 73A application acceptable in planning terms **IN WHICH CASE** a separate deed under section 106 or section 106A of the 1990 Act (as the case may be) will be required to secure such planning obligations or other planning benefits as may be determined **PROVIDED ALWAYS THAT** nothing in this Deed shall in any way fetter the Borough Council's in relation to the section 73 and/or section 73A application or the determination thereof

10 Notices

- 10.1 Any communication to be given pursuant to this Deed including any notice, agreement, approval or authorisation must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council	Maidstone Borough Council
Address	The Head of Development Management Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ Reference 23/504068/OUT
With a copy to	The Section 106 Monitoring Officer

The First Owners	• SUZANNE PATRICIA SUTTON and ELIZABETH SUTTON and JANE CORKE
Address	• 9 Sutton Forge, Marden, Tonbridge TN12 9DY (in the case of Suzanne Patricia Sutton and Elizabeth Sutton) • 10 The Avenue, Liphook GU30 7QD (in the case of Jane Corke)

The Second Owners	• JOHN ADAMS and SHEILA ANN ADAMS
Address	• Beech Oast House, Sheephurst Lane, Marden, Tonbridge TN12 9NU
The Developer	B.Yond Homes Limited
Address	Luxford Place, Lower Road, Forest Row, East Sussex, RH18 5HE

- 10.2 Any communication given pursuant to this Deed shall conclusively be deemed to have been received
- 10.2.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or
- 10.2.2 if sent by pre-paid first class post or other next Working Day delivery service within the United Kingdom at 09h00 on the day 2 (two) Working Days after the date of posting
- 10.3 Any communication by the Owner required pursuant to this Deed shall cite the Clause or Paragraph or Sub-Paragraph of the relevant Schedule to this Deed to which such communication relates
- 10.4 This Clause does not apply to **Error! Reference source not found.** (Mortgage Protection) or the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution
- 11 Local Land Charge**
- 11.1 This Deed is a local land charge and shall be registered by the Borough Council as such.
- 11.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation to that effect.
- 12 Powers**
- 12.1 Nothing contained or implied in this Deed shall fetter, prejudice, restrict or affect the rights, discretions, powers, duties, responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes, by-laws, statutory instruments, orders and regulations for the time being in force in the exercise of its function as a local authority
- 13 Severability**
- 13.1 If any provision (or part thereof) of this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality, and enforceability of the remaining

provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected, impaired or called into question.

14 Rights of Third Parties

- 14.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed

15 Change of Ownership and New Interest

- 15.1 The Owner warrants that

15.1.1 they have full authority to enter into this Deed;

15.1.2 no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land and that it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed;

15.1.3 they know of no impediment to the validity of this Deed;

15.1.4 they are not aware of any subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed; and

15.1.5 they shall make good any loss to the Borough Council as a result of a breach of this warranty within 10 (ten) Working Days of a request to do so.

- 15.2 The Owner shall give the Borough Council notice as soon as reasonably practicable of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land (**SAVE FOR** the transfer, lease or assignment of any of the Dwellings to be constructed in accordance with the Planning Permission to a private individual) occurring before all the obligations under this Deed have been discharged such notice to give:

15.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

15.2.2 the nature and extent of the interest disposed of by reference to a plan.

- 15.3 In the event of the Borough Council considering it appropriate to note the provisions of this Deed against the title to the Land at H M Land Registry the Owner hereby consents and shall do or concur in doing all things necessary or advantageous to enable the said entries to be made

- 15.4 The Parties agree that a mortgagee of the Land shall have no liability under this Deed **UNLESS** it takes possession of the Land or any part of the Land in which case the mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner and the security of its charge over the Land shall take effect subject to this Deed

16 Waiver

- 16.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default or delay in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

17 Indexation

- 17.1 All the financial contributions payable pursuant to this Deed shall be Index Linked.
- 17.2 The Borough Council Contribution payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately preceding the date of the delegated officer report of 21 December 2023 and the quarterly index figure for the quarter immediately preceding the date of actual payment.
- 17.3 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, the 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 Borough Council or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council shall approve.
- 17.4 In the event that there is a decrease in the relevant index in this Clause 17 any financial contribution payable pursuant to this Deed shall not fall below the figure set out within this Deed.

18. Interest on Late Payments

- 18.1 If any sum or amount due or outstanding under this Deed has not been paid to the Borough Council or the County Council (as the case may be) by the date it is due the

Owner shall pay the Borough Council interest on that amount (or any outstanding balance) at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment.

19 VAT

- 19.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT (if any).
- 19.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice.

20 Agreements and Declarations

- 20.1 The Parties agree that
- 20.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- 20.1.2 nothing in this Deed grants planning permission or any other approval, consent or permission required from the Borough Council or the County Council (as the case may be) in the exercise of any other statutory function.

21 Governing Law

- 21.1 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.
- 21.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

22 Delivery

- 22.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause **Error! Reference source not found.** which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

Signed as a **DEED** by **SUZANNE**)
PATRICIA SUTTON in the presence)
of

Signature

Signature of witness

Name (IN BLOCK CAPITALS)
Address

Signed as a **DEED** by **ELIZABETH**)
SUTTON in the presence of)

Signature

Signature of witness

Name (IN BLOCK CAPITALS)
Address

Signed as a **DEED** by **JANE CORKE**)
in the presence of)

Signature

Signature of witness

Name (IN BLOCK CAPITALS)
Address

Signed as a **DEED** by **JOHN ADAMS**)
in the presence of)

Signature

Signature of witness

Name (IN BLOCK CAPITALS)
Address

Signed as a **DEED** by **SHEILA ANNE**)
ADAMS in the presence of)

Signature

Signature of witness

Name (IN BLOCK CAPITALS)
Address

EXECUTED as a deed by

B.YOND HOMES LIMITED

in the presence of:

Director:



Director/Secretary:



Schedule 1: The Land

The land against which this Deed is enforceable comprises all that land and premises situate at Land east of Albion Road and north of Copper Lane, Marden, Tonbridge, Kent TN12 9EG as shown on the Plan of which:

1. The First Owners are the registered proprietor of the freehold with title absolute of part of the land and premises shown edged red on the Plan and forming part of the land registered at the Land Registry under title number TT5150 subject to the matters in the Charges Registers but otherwise free from encumbrances.
2. The Second Owners are the registered proprietor of the freehold with title absolute of part all the land and premises shown edged red on the Plan and which is registered at the Land Registry under title number K699475 subject to the matters in the Charges Registers but otherwise free from encumbrances.

Schedule 2: Notices

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in Clause 1.1 and Paragraph 1.1 of the Schedules

2. Notices

Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that:

Notification of Implementation of Planning Permission

- 2.1. it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Implementation;
- 2.2. it shall not Implement the Planning Permission unless and until the notice required by Paragraph 2.1 has been provided to the Borough Council
- 2.3. it shall subsequently notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Implementation;

Notification of Commencement of Development

- 2.4. it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of Commencement of Development;
- 2.5. it shall not Commence Development unless and until the notice required by Paragraph 2.4 has been provided to the Borough Council;
- 2.6. it shall notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of Commencement;

Notification of Occupation

- 2.7. it shall provide the Borough Council with no less than 20 (twenty) Working Days prior notice of the intended date of: first Occupation of the Development,
- 2.8. the Owner shall not first Occupy any part of the Development unless and until the notice required by Paragraph 2.7 has been provided to the Borough Council;
- 2.9. it shall notify the Borough Council promptly and in any event within 5 (five) Working Days of the actual date of first Occupation of the Development

Schedule 3: Borough Council Contribution

1 Interpretation of this Schedule

- 1.1 Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1

“Public Open Space Contribution”	means a contribution of £19,239 (nineteen thousand two hundred and thirty-nine pounds) towards the provision, improvement, maintenance or management of natural or semi natural areas of open space within the Maidstone Borough Council administrative area.
---	---

2 Public Open Space Contribution

- 2.1 The Owner covenants that it shall
- 2.1.1 pay to the Borough Council 50% of the Public Open Space Contribution prior to Commencement of the Development and covenants further that it shall not Commence the Development unless and until 50% of the Public Open Space Contribution has been paid to the Borough Council; and
- 2.1.2 pay to the Borough Council the balance of the Public Open Space Contribution prior to first Occupation of the Development and covenants further that it shall not Occupy any of the Dwellings unless and until the balance of the Public Open Space Contribution has been paid to the Borough Council.



N

W

E

S

0

25m

50m

KEY

Outline Application

Site Boundary line

Howlands (Same Ownership as Promotion Property)

[Handwritten signature]
[Handwritten signature]

REV.	DATE	REVISIONS	BY	REV.	DATE	REVISIONS	BY	STATUS:	<div>Planning</div>				CLIENT: Rydon Homes		PROJECT: Land East of Albion Road and North of Copper Lane, Marden		<div><div></div><div>architecture planning masterplanning</div><div>Broadmeade House, Farnham Business Park, Weydon Lane, Farnham, Surrey GU9 8QT. info@osparchitecture.com www.osparchitecture.com Tel: 01252 267878</div></div>		
													SCALE: 1:1250 (A2 ORIGINAL)		DRAWING: Site Location Plan				
													DRAWN: MM	22037	S101	A			
													DATE: 13/10/22						
© COPYRIGHT EXISTS ON THE DESIGN AND INFORMATION SHOWN ON THIS DRAWING									This drawing may be scaled or cross referenced to the scale bar for planning application purposes only. Do not scale for any other purpose, use figured dimensions only. Subject to site survey and all necessary contents. All dimensions to be provided by user and any discrepancies, errors or omissions to be reported to the Architect before work commences. This drawing is to be read in conjunction with all other relevant materials.									OS Licence No: 130007327	

Planning

