

## **EASTERN QUARRY (WHITECLIFFE)**

### **Original S106 Agreement – Relevant to Castle Hill Only**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
Deed under Section 106 of the Town and Country Planning Act  Dated 13 November 2007	Ravenside Investments Limited and Coutts & Co Dartford Borough Council Kent County Council	03/01134/OUT
Section 106 Deed of Variation – Update to Schedule 10: Off-Site Transport Improvements  Dated 17 August 2012	LS Eastern Quarry Limited Coutts & Co Dartford Borough Council Kent County Council	12/01451/EQVAR
Section 106 Second Deed of Variation – Update to Schedule 3: Affordable Housing  Dated 11 August 2014	LS Eastern Quarry Limited Coutts & Co Dartford Borough Council	12/01451/EQVAR

### **Solicitor Enquiries - Conveyancing – Section 106 Agreement dated 13<sup>th</sup> November 2007**

The following text comprises key relevant extracts from the s.106 Agreement dated 13<sup>th</sup> November 2007 in respect of residential conveyancing matters:

- Clause 4.4 states that the planning obligations contained in this deed shall not affect, bind or be enforceable against any owner of an occupational interest in any single Dwelling or single Commercial Unit forming part of the development unless expressly stated so in this deed. However, clause 4.7 states that the obligations in Paragraphs 12 of Schedule 3 (Affordable Housing) shall bind Discounted Market Units.

**Section 106 Agreement – Relevant to Ashmere and Alkerden (and Castle Hill in respect of Affordable Housing)**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
Deed under Section 106 and 106A of the Town and Country Planning Act  Dated 28 March 2018	Ebbsfleet Development Corporation Kent County Council Dartford Borough Council Eastern Quarry Limited Coutts & Co Henely Camland Ebbsfleet 801 Limited Taylor Wimpey UK Limited Clarion Housing Association Limited BDW Trading Limited Persimmon Homes Limited	EDC/17/0048
Deed of Variation – Update to Clause 4.7 and Schedule 5: Pitches and Sports Halls  Dated 09 December 2021	Ebbsfleet Development Corporation The Kent County Council The Dartford Borough Council Eastern Quarry Limited The Homes and Communities Agency Ebbsfleet Recycling Company Limited Chartway Group Limited Clarion Housing Association Limited Taylor Wimpey UK Limited Countryside Clarion (Eastern Quarry) LLP	EDC/17/0048

Section 106 Agreement relating to First Homes within Phase 1  Dated 19 October 2022	Dartford Borough Council Countryside Clarion (Eastern Quarry) LLP Eastern Quarry Limited Ebbsfleet Development Corporation	EDC/17/0048
Section 106 Agreement relating to First Homes within Block C1 of Phase 1  Dated 23 March 2023	Dartford Borough Council Countryside Clarion (Eastern Quarry) LLP Eastern Quarry Limited Ebbsfleet Development Corporation	EDC/17/0048

#### **Solicitor Enquiries - Conveyancing – Section 106 Agreement dated 28<sup>th</sup> March 2018**

The following text comprises key relevant extracts from the Section 106 Agreement dated 28 March 2018 in respect of residential conveyancing matters:

- Clause 4.5(b) states that ‘the planning obligations set out in the Deed shall not affect, bind or be enforceable against any residential owner of an interest in any single Dwelling or owner of an occupational interest in a single Commercial Unit forming part of the Development unless expressly so stated in this Deed’.

#### **FOR NOMINATIONS AGREEMENTS -**

Please refer to Dartford Borough Council as the Local Housing Authority  
<https://www.dartford.gov.uk/homepage/10/planning>

## Unilateral Undertakings

Document	Parties to the Agreement	Planning Ref. No.
Unilateral Undertaking (SAMMS) Castle Hill Neighbourhood Area  Dated 27 September 2017	LS Eastern Quarry Limited and Newcrest Ebbsfleet Limited to Ebbsfleet Development Corporation	EDC/17/0067
Unilateral Undertaking (SAMMS) Parcel I - Castle Hill Central  Dated 10 July 2018	Clarion Housing Association Limited to Ebbsfleet Development Corporation	EDC/17/0064
Unilateral Undertaking (SAMMS) Parcel L - Castle Hill Central  Dated 10 July 2018	Clarion Housing Association Limited to Ebbsfleet Development Corporation	EDC/17/0148
Unilateral Undertaking (SAMMS) Parcel RM2 Castle Hill South 2019  Dated 21 November 2018	Eastern Quarry Ltd and Taylor Wimpey UK Limited to Ebbsfleet Development Corporation	EDC/17/0107
Unilateral Undertaking (SAMMS) Parcels G,H, J & K Castle Hill South 2019  Dated 14 January 2019	Eastern Quarry Ltd and Clarion Housing Group Limited to Ebbsfleet Development Corporation	EDC/17/0108
Unilateral Undertaking in relation to development at land known as Land Off Castle Hill Drive.	Newcrest Ebbsfleet Limited to Ebbsfleet Development Corporation	EDC/20/0153

Dated 12 February 2021		
Unilateral Undertaking - Parking Strategy in relation to the Alkerden Education Campus	Eastern Quarry Limited, The Homes and Communities Agency and Henley Developments 211 Limited to Ebbsfleet Development Corporation	EDC/20/0002
Dated 27 October 2021		

## **CABLE WHARF**

**Original S106 Agreement**

Document	Parties to the Agreement	Planning Ref. No.
Deed of Planning Obligation Dated 20 March 2019	Ebbsfleet Development Corporation The Kent County Council Gravesham Borough Council Home and Communities Agency	EDC/17/0038

### Unilateral Undertaking and Deeds of Variation

Document	Parties to the Agreement	Planning Ref. No.
Deed of Variation Dated 09 June 2021	Ebbsfleet Development Corporation The Kent County Council Gravesham Borough Council Home and Communities Agency (trading as Homes England) Keepmoat Homes Ltd Town and Country Housing	EDC/20/0011
Second Deed of Variation Dated 14 January 2022	Ebbsfleet Development Corporation The Kent County Council Gravesham Borough Council Home and Communities Agency (trading as Homes England) Keepmoat Homes Ltd Town and Country Housing	EDC/21/0141

Document	Parties to the Agreement	Planning Ref. No.
Third Deed of Variation Dated 31 October 2023	Ebbsfleet Development Corporation The Kent County Council Gravesham Borough Council Home and Communities Agency (trading as Homes England) Keepmoat Homes Ltd Town and Country Housing	EDC/23/0153
Fourth Deed of Variation Dated 09 October 2024	Ebbsfleet Development Corporation The Kent County Council Home and Communities Agency (trading as Homes England) Keepmoat Homes Ltd	EDC/24/0140

#### **Solicitor Enquiries - Conveyancing – Cable Wharf - Deed of Planning Obligation dated 20<sup>th</sup> March 2019**

The following text comprises key relevant extracts from the s.106 Agreement in respect of residential conveyancing matters:

- 5.4 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Application Site is solely comprised in an individual Dwelling constructed on the Application Site which is in private occupation (save in respect of the obligations in Part 2 of Schedule 1 to this Deed relating to a person's interest in a Starter Home during the Restricted Period or in relation to Refuse Costs) or is a statutory undertaker which has acquired the part of the Application Site for the purposes of constructing or operating facilities which serve the Development or part of it.
8. The obligations contained in this Agreement shall not bind nor be enforceable against:
- 8.1.1 a mortgagee or chargee (or any receiver (including administrative receiver)) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable the mortgagee or chargee to realise its security ("Receiver") of the Association who seeks to dispose of the Property or any part thereof (as to such part) pursuant to its power of sale exercised pursuant to default of the terms of a mortgage or charge of any such mortgagee, chargee or a Receiver who seeks to dispose of the Property or any part thereof (as to such part)
  - 8.1.2 a Shared Ownership Lessee

- 8.1.3. a freeholder who was previously a Shared Ownership Lessee of the Dwellinghouse who has exercised their right to staircase ownership up to 100% ownership or any interim level of ownership
- 8.1.4 a mortgagee of a Shared Ownership Lessee or freeholder referred to in clause 8.1.3 or any receiver of such mortgagee in the event that a mortgagee of a Shared Ownership Lessee seeks to dispose of the relevant Dwellinghouse pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or any such receiver seeks to make a disposition
- 8.1.5 all or any successors in title to any of the persons specified in Clauses 8.1.1, 8.1.2, 8.1.3 and 8.1.4 above (save any successor in title during the Nomination Period which shall be an Registered Provider

**CROXTON AND GARRY**



### Original S106 Agreement

Document	Parties to the Agreement	Planning Ref. No.
S106 Agreement Dated 12 December 2018	Ebbsfleet Development Corporation The Kent County Council The Dartford Borough Council Swanscombe Development LLP	EDC/17/0110

### Deed(s) of Variation

Document	Parties to the Agreement	Planning Ref. No.
Deed of Variation Dated 13 July 2021	Ebbsfleet Development Corporation The Kent County Council The Dartford Borough Council Bellway Homes Ltd Sage Housing Ltd	EDC/20/0090

### Solicitor Enquiries - Conveyancing – Croxton and Garry S106 agreement dated 12<sup>th</sup> December 2018

The following text comprises key relevant extracts from the s.106 Agreement in respect of residential conveyancing matters:

- 5.6 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 5.6.1 - any individual owner, tenant or occupier of any individual Dwelling (including inter alia any Open Market Dwellings or any Affordable Housing Dwellings) and their successors in title and their mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver);

- 5.6.2 any statutory undertaker or other person who acquires any part of the Application Site or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services, highways or public transport services within or from the Application Site and for no other purpose;
- 5.6.3 any person whose interest in the Application Site is in the benefit of a covenant or easement.

8.2 The provisions in this Deed shall not be binding upon or enforceable against a Registered Provider(s) or an Affordable Housing Mortgagee other than the provisions of Schedule 1 in respect of Affordable Housing Land only and subject always to the provisions of paragraph 9 in Part 1 of Schedule 1.

## **CRAYLANDS LANE (EBBSFLEET CROSS)**

### **Introduction**

The following information provides the links to download the relevant Section 106 Agreement documents for the **Craylands Lane (Ebbsfleet Cross)** development. Due to the file size documents are not available via email. All planning applications and permission documents are available online by searching the planning reference number. We do not provide paper copies of the documents, but they can be downloaded from PublicAccess.

### **Original S106 Agreement**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
N/A	N/A	N/A

### **Unilateral Undertaking and Deeds of Variation**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
Unilateral Undertaking dated 10 January 2019	East Horndon Developments Ltd to Ebbsfleet Development Corporation	EDC/18/0033

### **Solicitor Enquiries - Conveyancing – Craylands Lane**

N/A

## **EBBSFLEET GREEN (WELDON)**

### **Original S106 Agreement**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
S106 Agreement Dated 31 March 2014	National Grid Property (Northfleet) Ltd Redrow Homes Ltd The Dartford Borough Council The Kent County Council	05/00308/OUT

### **Unilateral Undertaking and Deeds of Variation**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
S106 Deed Dated 03 August 2017	Redrow Homes Ltd National Grid Property Holdings Ltd Ebbsfleet Development Corporation The Kent County Council Marston's Estates Ltd	EDC/16/0045
Unilateral Undertaking Dated 11 May 2018	Redrow Homes Ltd Ebbsfleet Development Corporation	EDC/17/0135
S106 Deed of Variation Dated 14 April 2023	Redrow Homes Limited National Grid Property Holdings Limited The Kent County Council Ebbsfleet Development Corporation	EDC/21/0120
S106 Deed of Variation Dated 11 October 2024	Redrow Homes Limited National Grid Property Holdings Limited Ebbsfleet Development Corporation	EDC/24/0013

**Solicitor Enquiries - Conveyancing - Ebbsfleet Green – s.106 dated 31<sup>st</sup> March 2014**

The following text comprises key relevant extracts from the s.106 Agreement in respect of residential conveyancing matters:

- Clause 4.5 states that, save as indicated in Clause 4.6, the planning obligations set out in this Deed shall not affect, bind or be enforceable against any owner of an occupational interest in any single Dwelling or single Commercial Unit or Utility Land forming part of the Development unless expressly so stated in this deed.
- Clause 4.6 states that the planning obligations in this Deed will not be binding on or enforceable against any mortgagee or chargee which shall (from time to time) have the benefit of a mortgage or charge over any part or parts of the Site unless and until such mortgagee or chargee has entered into possession of the Site or the parts thereof to which such obligation relates.

## **HARBOUR VILLAGE**

### **Original S106 Agreement**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref.No.</b>
Deed of Planning Obligation Dated 08 June 2018	Ebbsfleet Development Corporation Kent County Council Gravesham Borough Council Northfleet Property LLP Tarmac Cement and Lime Ltd	EDC/16/0004

### **Unilateral Undertaking and Deeds of Variation**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref.No.</b>
Deed of Variation Dated 14 January 2020	Ebbsfleet Development Corporation The Kent County Council Northfleet Property LLP	EDC/19/0177
Second Deed of Variation Dated 10 February 2023	Ebbsfleet Development Corporation Gravesham Borough Council Bellway Homes Ltd Moat Homes Ltd	EDC/16/0004
Third Deed of Variation Dated 13 March 2023	Ebbsfleet Development Corporation The Kent County Council Bellway Homes Ltd	EDC/16/0004
Unilateral Undertaking Dated 24 December 2021	Northfleet Property LLP and Bellway Homes Ltd to Ebbsfleet Development Corporation	EDC/21/0081
Deed of Variation Dated 13 March 2023	Ebbsfleet Development Corporation The Kent County Council Bellway Homes Ltd	EDC/16/0004
Deed of Planning Obligation	Bellway Homes Ltd	EDC/23/0086

Dated 11 December 2024	Ebbsfleet Development Corporation Gravesham Borough Council	
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### **Solicitor Enquiries - Conveyancing – Harbour Village - S106 Agreement dated 8<sup>th</sup> June 2018**

The following text comprises key relevant extracts from the s.106 Agreement in respect of residential conveyancing matters:

#### **3.3 The provisions of this schedule shall not bind:**

- 3.3.1 an Affordable Housing Mortgagee provided that such Affordable Housing Mortgagee who exercises any power of sale or leasing shall first have used reasonable endeavours to satisfy the Affordable Housing Mortgagee Sale Provisions in Part 2 of this Schedule, or
- 3.3.2 any tenant or owner occupier of an Affordable Housing Dwelling who:
  - a. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
  - b. has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or
  - c. has acquired 100% of the equity in a Shared Ownership Housing Dwelling pursuant to a Shared Ownership Lease (or their mortgagee), or
- 3.3.3 any person deriving title through or under any of the persons specified in sub-paragraphs 3.3.1 – 3.3.2

#### **4.4 The obligations contained in this Deed shall not be binding upon nor enforceable against:**

- 4.4.1 any individual owner, tenant or occupier of any individual Dwelling (including inter alia any Open Market Dwellings or any Affordable Housing Dwellings) and their successors in title and their mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver);
- 4.4.2. any statutory undertaker or other person who acquires any part of the Application Site or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services within or from the Application Site and for no other purpose;
- 4.4.3. any person whose interest in the Application Site is in the benefit of a covenant or easement.

- 4.5 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Application Site is solely comprised in non-residential buildings constructed on the Application Site.
- 7.3 The provisions in this Deed shall not be binding upon nor enforceable against a Registered Provider or an Affordable Housing Mortgagee other than the provisions of Schedule 1 in respect of the Affordable Housing Land only and subject always to the provisions of paragraphs 3.3 and 3.4 in Part 1 of Schedule 1.



## **SPRINGHEAD PARK**

### **Original S106 Agreement**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
S106 Agreement Dated 20 November 2002	Blue Circle Industries PLC Ebbsfleet Investment (GP) Ltd, Ravensett Properties Ltd The Colyer Fergusson Trustees The Official Custodian for Charities, Dartford Borough Council, Gravesham Borough Council The Kent County Council	19960035

### **Unilateral Undertakings and Deeds of Variation**

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
Unilateral Undertaking Dated 15 August 2017	Countryside Properties (Springhead) Ltd to Ebbsfleet Development Corporation	EDC/17/0049
Unilateral Undertaking Dated 21 June 2018	Countryside Properties (Springhead) Ltd to Ebbsfleet Development Corporation	EDC/18/0009
Unilateral Undertaking Dated 28 August 2013	Ebbsfleet Investment (GP) Limited and Ebbsfleet Nominee No. 1 Limited and Gravesham Borough Council	19960035
Deed of Novation Dated 28 August 2013	Ebbsfleet Investment (GP) Limited and Ebbsfleet Nominee No. 1 Limited The Official Custodian for Charities and the Colyer Fergusson Trustees LaFarge Cement UK Ltd Gravesham Borough Council	19960035

<b>Document</b>	<b>Parties to the Agreement</b>	<b>Planning Ref. No.</b>
Deed of Release and Variation Dated 29 August 2019	Secretary of State for Housing Communities and Local Government Countryside Properties (Springhead) Ltd The Kent County Council (as Land Owner) The Kent County Council (as enforcing authority) Gravesham Borough Council The Dartford Borough Council Ebbsfleet Development Corporation	20150155
S106 and S106 a Deed of Variation Dated 22 February 2016	Ebbsfleet Investment (GP) Ltd Ebbsfleet Nominee No.1 Ltd The Official Custodian for Charities and Colyer-Fergusson Charitable Trust Tarmac Cement and Lime Ltd The Dartford Borough Council The Gravesham Borough Council The Kent County Council Ebbsfleet Development Corporation	19960035
Deed of Variation Dated 17 March 2020	Countryside Properties (Springhead) Ltd Gravesham Borough Council Ebbsfleet Development Corporation	EDC/19/0194

### **Solicitor Enquiries - Conveyancing - Springhead Park – s.106 Agreement dated 20<sup>th</sup> November 2002**

The following text comprises key relevant extracts from the s.106 Agreement in respect of residential conveyancing matters:

Clause 4.7 states that no provision of this Agreement (except the restriction to occupation of the Residential Units) shall bind (or be enforceable against any individual freeholder leaseholder or occupier of) any Residential Unit or any person (including a mortgagee) claiming through or under any such person.