

Tandridge District Council Planning Committee

18 April 2023

Addendum to the Committee Agenda

This addendum document relates to the following applications to be heard by the Planning Committee on 18 April 2023:

AGENDA

- 5.3 2017/212 - Land to the rear of Dormans Station, Station Road, Dormansland
(Pages 3 - 16)

Addition of Appendix A: Section 106 Deed of Variation

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APPENDIX A

APPENDIX A

DATED

2023

THE DISTRICT COUNCIL OF TANDRIDGE
(ALSO KNOWN AS TANDRIDGE DISTRICT COUNCIL)

-and-

GLOBUS IND INC PLC

DEED OF VARIATION

IN RESPECT OF
SECTION 106 AGREEMENT
DATED 10 JULY 2019

MADE BETWEEN
THE DISTRICT COUNCIL OF TANDRIDGE
(ALSO KNOWN AS TANDRIDGE DISTRICT COUNCIL) (1)
AND
DORMANSLAND LTD (2)

IN RESPECT OF PLANNING APPLICATION NO. TA/2017/212
PERMITTING THE FORMATION OF 70 CAR PARKING SPACES
SERVING DORMANSLAND STATION AND THE ERECTION
OF 9 DWELLINGS AND ASSOCIATED CAR PARKING

Phillips Law

TOWN GATE
38 LONDON STREET
BASINGSTOKE
HAMPSHIRE

THIS DEED OF SUPPLEMENTAL AGREEMENT is made the day of 2023

BETWEEN:

- (1) **THE DISTRICT COUNCIL OF TANDRIDGE (ALSO KNOWN AS TANDRIDGE DISTRICT COUNCIL)** of Council Offices, Station Road East, Oxted, Surrey RH8 0BT (“the District Council”); and
- (2) **GLOBUS IND INC PLC (CRN 10951422)** whose registered office is at Unit 32, Clark Road, Bletchley, Milton Keynes MK1 1LG (“the Owner”)

1. Background

1.1 The District Council and Dormansland Ltd entered into a Section 106 Agreement dated 10 July 2019 in respect of the Land and pursuant to the Application and in respect of the Development planning permission TA/2017/212 granted dated the 15 July 2019.

1.2

1.3 THE District Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended (“the Act”) for the area within which the Land hereinafter referred to is situated.**2. Interpretation**

2.1 In this Agreement:

2.1.1 “the Principal Agreement” means the Section 106 Agreement dated the 10 July 2019 made between the District Council (1) Dormansland Ltd (2) in respect of the Development.

2.1.2 “Land” means land registered with title absolute under title no. SY572317 and was acquired by the Owner from Dormansland Ltd on 20 November 2020 and the Owner is the registered proprietor of the Land comprising all of the land and premises contained in title no. SY572317, edged red on the Plan in Schedule 3 of this Agreement.

2.1.3 the expressions “the District Council” and “the Owner” means the parties named herein (as the case may be) and includes its and their respective successors in title being the parties to the Principal Agreement.

2.1.4 expressions used in this Deed of Variation which are defined in the Principal Agreement are construed in accordance with the definitions contained within the Principal Agreement

NOW IT IS HEREBY WITNESSED as follows:

- (1) This Deed is made pursuant to Sections 106 and 106A of the Act.
- (2) This Deed shall come into effect upon the date of its execution.

- (3) It is hereby agreed that the expressions “the District Council” and “the Owner” shall include their respective successors in title and assignees and as regards the Council shall include any Local Authority successor.
- (4) The Owner hereby covenants with the District Council to pay on demand the District Council’s reasonable legal costs of and incidental to the preparation and completion of this Deed.
- (5) This Deed shall be registrable as a Local Land Charge.

(6) Variation of the Principal Agreement.

The District Council and the Owner agree that the Principal Agreement shall be varied as follows:

- (6.1) The Owner covenants with the District Council in the terms set out in Schedule 1 with the intent that the covenants given in respect of each Discounted Market Sales Unit shall apply to and be capable of enforcement at all times against that Discounted Open Market Sales Unit only and not against any other land.
- (6.2) The District Council covenants with the Owner in the terms set out in Schedule 2 with the intent that the covenants given in respect of each Discounted Market Sales Unit shall apply to and be capable of enforcement at all times against that Discounted Open Market Sales Unit only and not against any other land.
- (6.3) The District Council and the Owner agree that the treatment of affordable housing in the development of the Land is set out comprehensively in this Deed and consequently the covenants contained in Schedule 1 of the Principal Agreement shall be of no further effect: and that the affordable housing obligations necessary to make the development comprised in planning permission TA/2017/212 acceptable are enforceable only against that part of the Land defined as the Affordable Housing Land and not otherwise against the Land.

Schedule 1

In this Schedule, the following terms shall have the following meanings (and otherwise the terms set out in the Principal Agreement shall apply):

"Affordable Housing" means housing for sale to households whose needs are not met by the market and which:-

- a. meet the needs of eligible households, who the District Council could reasonably expect to occupy this Development having regard to the Discounted Market Sales Unit Allocation Mechanism; and
- b. include provision for ensuring the Discounted Market Sales Units remain at a discount for future eligible households;

"Affordable Housing Land" means the Land edged [] on the Plan;

"Discounted Market Home Owner" means a person who is the registered proprietor of a Discounted Market Sales Unit according to the Discounted Market Sales Unit Allocation Mechanism;

"Discounted Market Sales Unit Allocation Mechanism" means the document at Annex 1 setting out with regard to local incomes and local house prices the eligibility criteria which a Discounted Market Home Owner must satisfy in order to purchase a Discounted Open Market Sales Unit;

"Discounted Market Sales Units" means the nine Dwellings to be provided on the Affordable Housing Land together with associated car parking spaces and gardens / amenity land as part of the Development pursuant to the Planning Permission or any one of those Dwellings as the context requires and which are to be disposed of to Discounted Market Home Owners at not less than the Discounted Value subject to the terms of this Deed and the terms "DMS Unit" and "DMS" shall be construed accordingly;

"Discounted Value" means in the case of a house a price 30% less than the Open Market Value and in the case of a flat a price 30% less than the Open Market Value;

"Disposal" means a transfer of a Discounted Market Sales Unit and all like uses of "Disposal" shall be construed accordingly;

"Open Market Units" means those Dwellings which are not Discounted Market Sales Units, and all like uses of "Open Market Units" shall be construed accordingly;

“Open Market Value” means the value a member of the Royal Institute of Chartered Surveyors (RICS) attesting to the red book assessment of: (1) the Open Market Value of the Discounted Market Sales Unit (on the basis that it was an Open Market Unit); and (2) the Discounted Value of the same.

“Responsible Officer for Housing” means the Council’s head of housing or such other person as the Council’s Chief Executive may nominate in his or her place from time to time.

1. Affordable Housing

1.1. To provide the Discounted Market Sales Units in accordance with this Deed.

2. Provision of Information

2.1. To keep the Responsible Officer for Housing reasonably informed of key progress of negotiations to transfer the Discounted Market Sales Units prior to their First Occupation and to promptly provide the Responsible Officer for Housing with such information and supporting evidence as he or she may reasonably request.

3. Provisions relating to Affordable housing

3.1. Not other than with the consent in writing of the District Council to transfer the Discounted Market Sales Units except:

- i. at a price reflecting the Discounted Value; and
- ii. on terms ensuring that the Discounted Market Sales Unit shall remain as a Discounted Market Sales Unit for future eligible households in perpetuity.

4. Disposals of Discounted Open Market Sales Units

4.1. Not other than with the consent in writing of the District Council to Dispose of a Discounted Market Sales Unit except to a person meeting the eligibility criteria set out in the Discounted Market Sales Unit Allocation Mechanism.

4.2. Not other than with the consent in writing of the District Council to Dispose of a Discounted Market Sales Unit unless the registered proprietor of that Discounted Market Sales Unit has provided the District Council with not less than 10 days’ written notice of their intention to Dispose of a Discounted Market Sales Unit which shall comprise:

- 4.2.1. written notice of the agreed sale price which shall be no greater than the Discounted Value;
 - 4.2.2. a certificate signed by a member of the Royal Institute of Chartered Surveyors (RICS) attesting to the red book assessment of: (1) the Open Market Value of the Discounted Market Sales Unit (on the basis that it was an Open Market Unit); and (2) the Discounted Value of the same.
- 4.3. Not to Dispose of a Discounted Market Sales Unit unless on Disposal a restriction is entered (or subsists as the context requires) on the title register of the Discounted Open Market Sales Unit in the following form or in words to similar effect:

“No disposition of the registered estate is to be registered without a certificate signed by Tandridge District Council that the Discounted Open Market Sales Unit provisions of the Section 106 Agreement dated 10th July 2019 have been complied with.”

Schedule 2

In this Schedule, the terms set out in Schedule 1 of this Deed shall apply save to the extent that Schedule 1 is silent in which case the terms set out in the Principal Agreement shall apply.

1. To issue the consent in writing necessary to enable registration of a Disposal on application by an Owner from time to time of a Discounted Market Sales Unit subject to receipt of its reasonable costs.
2. To supply an account of its reasonable costs on request and at no charge to enable an Owner from time to time to seek its consent in order to enable registration of a Disposal.

Schedule 3

The Plan

Annex 1

Discounted Market Sales Unit Allocation Mechanism

DISCOUNTED MARKET SALE – ALLOCATION MECHANISM

INTERPRETATION

The following words and expressions shall mean as follows:-

Armed Services Member	Means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
Availability Notice	means written notification to the District Council by the Owner of their intention to sell the property
Compliance Certificate	A certificate of compliance issued by the District Council in the form that it thinks appropriate confirming that the requirements of Paragraph 7(a) and 7(b) of this Annex 1 of this Deed have been complied with to be issued within twenty-eight (28) days of receiving appropriate evidence.
Eligibility Criteria	means criteria which are met if <ul style="list-style-type: none">(a) The purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and(b) The purchaser's annual gross income (or in the case of a joint purchase the joint purchasers' joint annual gross income) does not exceed the Income Cap and(c) The purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria) for the scheme OR

	<p>(d) The purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member</p> <p>NB. Additional priority will be given to applicants who meet the criteria at a-c and are currently secure tenants of the District Council and the purchase of a DMS home will allow their current property to be advertised as available to households on the housing register.</p>
<p>First Time Buyer</p>	<p>Means a First Time Buyer as defined by paragraph 6 of the Schedule of 6ZA to the Finance Act 2003 (as may be amended from time to time) unless otherwise agreed in writing by the District Council</p>
<p>Local Connection Criteria</p>	<p>Means the criteria to be used in assessing the eligibility of the nominees to the Affordable Housing Units on this rural exception site as detailed below:</p> <ul style="list-style-type: none"> (i) The Affordable Dwelling must be the only or principal residence of the occupiers (ii) The occupiers must be entitled to reasonable preference in accordance with Section 167(2) of the housing Act 1996 (as amended by the Homelessness Act 2002) (iii) The occupiers must have established a connection with the Parish of Dormansland by either: <ul style="list-style-type: none"> a) Applicants who are resident in the Parish and have been resident in the Parish for a continuous period of at least three years before making the application, or b) Applicants who have been resident in the Parish for any period (or periods totalling) five years or more in the period of ten years before making the application, or c) Applicants who were previously resident in the Parish and who have at least one immediate family member currently resident in the Parish for a continuous period of at least five years immediately before the

	<p>application was made and intends to remain in the Parish. “Immediate family member” for the purposes of paragraph (c) shall include a parent or parents, a child or children, a sibling or siblings.</p> <p>d) Applicants who move to the Parish to enable them to either give to or receive support to an immediate family member. “Immediate family member” for the purposes of this paragraph (d) shall include a parent or parents, a child or children, a sibling or siblings and other relationships where a genuine need to give or receive support is demonstrated to the satisfaction of the Council acting reasonably.</p> <p>e) Such other persons in addition to the categories set out in paragraphs (a) to (d) above who have been accepted by the Council acting reasonably as having a proven need to live within the Parish such as a head of household who is, or whose spouse or partner is, in or taking up full-time permanent employment within a business already established within the Parish or with a business that provides an essential service to the residents of the Parish as accepted by both the Council and Dormansland Parish Council.</p>
Maximum Sale Price	means the maximum price that the property can be marketed for and subsequently sold for as set by the District Council upon receipt of the Availability Notice and valuation report.
Income Cap	means £80,000 or other such sum as may be published by the Secretary of State for the purpose of eligibility for low cost home ownership products and is in force at the time of the relevant disposal

1. The property can be sold at any time, but the Owner must notify the District Council in writing of their intention to sell the affordable home. This is known as an Availability Notice and should be sent to the District Council’s main offices or emailed to [] along with a valuation report.

2. Prior to marketing a discounted market sale property, the Owner will obtain a full market valuation from an independent RICS qualified surveyor and submit it to the District Council for approval. The valuation report must
 - Include the date the valuation took place
 - State that the valuer is aware that the property is a DMS unit
 - Confirm the report is valid for a minimum period of 3 months
 - Include a clause that states “Tandridge District Council can rely upon the contents of this report”
 - Include comparable evidence, including the square footage of the properties, sale price and date of sale

3. The valuation is to be updated as necessary to ensure that it is not more than 3 months old at the time the sale is agreed.

4. Upon receipt of the Availability Notice and valuation report the Maximum Sale Price of the property will be calculated by the District Council based on the full market valuation as described above, less the % discount that is secured on the property in accordance with the table below:

Plot Number	Postal address	Postcode	% Discount

5. The property cannot be sold at any time for more than the confirmed Maximum Sale Price.

6. Once the Maximum Sale Price is confirmed the Owner can advertise the property using their chosen method.
7. No DMS shall be disposed of (whether on a first or subsequent sale) unless and until the District Council has been provided with evidence that:
 - a) the intended purchaser meets the Eligibility Criteria and has been approved by the District Council
 - b) the dwelling is being disposed of as DMS at no greater than the Maximum Sale Price
 - c) the District Council has issued a Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty-eight (28) days of being provided with evidence to satisfy it that the requirements at a) and b) have been met
8. The property must be sold with the same percentage discount that was received when purchasing the property.
9. The Owner covenants to comply with the Principal Agreement relating to occupancy restrictions, as well as prohibiting the property from being used as a second home, sub-let or rented out or any other use than the permanent residence of the Owner.
10. Prospective buyers must be eligible for affordable housing and satisfy the following requirements a) resident or employed in Tandridge District or have a close family member who resides in the District
11. Where the property is a Rural Exception Scheme, eligible purchasers will need to demonstrate to the District Council's satisfaction that they have a connection to the Parish or adjoining Parishes in accordance with the planning approval. This is usually through a live, work or family connection.
12. Where there is more than one eligible household the District Council will allocate the property according to the following priority criteria:
 - Housing need for the type and size of property available
 - Connection to the town/village or parish where the available property is located
13. The Owner will be responsible for the District Council's legal costs when selling the property.

IN WITNESS whereof this Deed has been executed in manner hereinafter appearing and delivered the day and year first before written

THE COMMON SEAL of
THE DISTRICT COUNCIL OF TANDRIDGE

was hereto affixed in the
presence of:-

EXECUTED as a **DEED** by
GLOBUS IND INC PLC
by a duly authorised signatory

DIRECTOR

in the presence of:

Witness: Signature

Name

Address

Occupation