

DATED 29 MARCH 2019

Certified Copy  
Invicta Law Limited

HODSON DEVELOPMENTS (ASHFORD) LIMITED

and

CHILMINGTON GREEN DEVELOPMENTS LIMITED

and

HODSON DEVELOPMENTS (CG ONE) LIMITED

and

HODSON DEVELOPMENTS (CG TWO) LIMITED

and

THE KENT COUNTY COUNCIL

*SPONSOR  
SOLICITOR*

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**SUPPLEMENTAL DEED OF AGREEMENT**

relating to land at Chilmington Green,  
Ashford Road, Great Chart pursuant to  
Section 106 and 106A Town and Country  
Planning Act 1990, Section 111 Local  
Government Act 1972 and Section 1 of the  
Localism Act 2011

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Ref: SB/PH/ KEN001:101882

Invicta Law Ltd, Priory Gate  
29 Union Street, Maidstone, ME14 1PT  
DX: 133944 Maidstone

t 03000 416840  
e info@invicta.law  
w www.invicta.law

Our legal expertise, your peace of mind

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Authorised and regulated by the Solicitors Regulation Authority registration number 631355.



This Deed of Agreement is made on **29 MARCH**

2019

**Between**

- (1) Hodson Developments (Ashford) Limited (company registration number 07468189) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Hodson");
- (2) Chilmington Green Developments Limited (company registration number 09286703) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Chilmington Green Developments");
- (3) Hodson Developments (CG One) Limited (company registration number 10392676) whose registered office is at 55 Park Lane, London, W1K 1NA ("Hodson CG One");
- (4) Hodson Developments (CG Two) Limited (company registration number 10392663) whose registered office is at Office Suite 9, 55 Park Lane, London, W1K 1NA ("Hodson CG Two"); and
- (5) The Kent County Council of County Hall, Maidstone, Kent, ME14 1XQ (the "County Council");

**Whereas**

- (A) On 27 February 2017 the Paying Owners agreed planning obligations to the County Council pursuant inter alia to section 106 of the Planning Act by deed dated 27 February 2017 ("the Main Agreement") in which various planning obligations were entered into in relation to the Development at the Site as described in the Planning Permission
- (B) The Development Commenced on 5 June 2017
- (C) The Paying Owners are obliged to confirm and modify Positive Planning Obligations to Pay obligations under the Agreement
- (D) The Paying Owners have requested that the County Council modifies the timing for the payment of the Education - Primary School Contribution (schedule 15) and amendments to the indexation provisions (clauses 28 and 18)
- (E) The Paying Owners and the County Council have approved the modifications and additional provisions set out below subject to the completion of this deed of variation modifying the Main Agreement under sections 106/106A of the Planning Act

**It is agreed**

**1 Definitions and Interpretation**

- a) In this Supplemental Agreement all terms and interpretations shall unless new or otherwise varied have the meanings attributed to them in the Main Agreement.

- b) Where in this Supplemental Agreement reference is made to any clause, paragraph or schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- c) Save for the amendments set out in clause ~~5~~<sup>5.0</sup> all other terms, covenants and obligations in the Main Agreement shall continue to bind the Site with full force and effect.

#### **4 Legal Basis**

This Supplemental Agreement is made in pursuance of Section 106 and 106A of the Act, and all other powers so enabling.

## Variations

- "pay PS1 Contribution 3 to the County Council on or before the  
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- "pay PS1 Contribution 4 (including indexation) and the PS1 Contribution 2 Indexation Amount and the PS1 Contribution 3 Indexation Amount ~~to the County Council~~ <sup>to the County Council</sup> and Interest on the PS1 Contribution 2 Indexation Amount from 5 December 2018 until the date of payment and Interest on the PS1 Contribution 3 Indexation Amount from 5 June 2020 until the date of payment, <sup>not later than 78 months from the date of Commencement of the Development.</sup> ~~not later than 78 months from the date of Commencement of the Development.~~ <sup>to the County Council</sup>

- "Provide a Bond to the value of PS1 Contribution 4 to the County Council on or before the 29 MARCH 2019 ES.

### Additional Provisions

**"7A**

PS1 Contribution 2 Indexation Amount -£ 279,117.09 (two hundred and seventy nine thousand one hundred and seventeen pounds nine pence)

PS1 Contribution 3 Indexation Amount -£ 256,909.87 (two hundred and fifty six thousand nine hundred and nine pounds and eighty seven pence)

## Costs

- 3

- b. This Supplemental Agreement shall be registered as a Land Charge.
- c. Insofar as any clause or clauses of this Supplemental Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Supplemental Agreement.

#### **78 Jurisdiction**

This Supplemental Agreement is governed by and interpreted in accordance with the law of England and Wales.

#### **79 Delivery**

This Supplemental Agreement shall take effect on the date stated on the front page.

Executed as a deed by the parties or their duly authorised representatives on the date of this Supplemental Agreement

Executed as a deed by  
Hodson Developments  
(Ashford) Limited  
acting by a director

In the presence of a witness:

)  
)  
)  
)  
) Director

Witness Signature

Rama MANIAN

Witness Name

24 LAUNTON CLOSE

LUTON

BEDFORDSHIRE LU3 4BF

Witness Address

Executed as a deed by  
Chilmington Green  
Developments Limited  
acting by a director

In the presence of a witness:

)  
)  
)  
)  
) Director

Witness Signature

Rama MANIAN

Witness Name

24 LAUNTON CLOSE

LUTON

BEDFORDSHIRE LU3 4BF

Witness Address

Executed as a deed by  
Hodson Developments  
(CG One) Limited  
acting by a director

)  
)  
)  
)

Director

In the presence of a witness:

Witness Signature

Rama MANIAN

Witness Name

24 LAUNTON CLOSE

LUTON

BEDFORDSHIRE LU2 4BF

Witness Address

Executed as a deed by  
Hodson Developments  
(CG Two) Limited  
acting by a director

)  
)  
)  
)

Director

In the presence of a witness:

Witness Signature

Rama MANIAN

Witness Name

24 LAUNTON CLOSE

LUTON

BEDFORDSHIRE LU2 4BF

Witness Address

THE COMMON SEAL of )  
The Kent County Council )  
was hereunto affixed in the presence of )

.....  
Authorised Signatory  LAUREN MCCANN



339-2019.