

DATED 17 MARCH 2021

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) NICHOLAS DANBY, LUKE EDWARD DANBY, LARA JAMESON AND JOANNA BLUNDEN

and

(3) NICHOLAS DANBY AND PATRICIA MARY ANTOINETTE DANBY

SECTION 106 AGREEMENT

Under Section 106 Town and Country Planning Act 1990
relating to land at 108 – 110 Elm Grove, Hayling Island, Hampshire

THIS AGREEMENT is made on

17 MARCH

2021

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant PO9 2AX (**Council**);
2. **NICHOLAS DANBY, LUKE EDWARD DANBY, LARA JAMESON AND JOANNA BLUNDEN** of Littlemead House, 110 West Lane, Hayling Island PO11 0JW and of 31 St. Catherines Road, Hayling Island PO11 0HF as trustees of The Pullingers (Furnishers) Limited Directors Self-Administered Pension Plan and The Rowanmoor Self Invested Personal Pension Scheme for Joanna Blunden (**First Owner**); and
3. **NICHOLAS DANBY AND PATRICIA MARY ANTOINETTE DANBY** of 110 West Lane, Hayling Island PO11 0JW; (**Second Owner**).

BACKGROUND

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Land is situated.
- (B) The First Owner is the freehold owner of that part of the Land which is registered under title numbers SH40686 and HP246842.
- (C) The Second Owner is the freehold owner of that part of the Land which is registered under title number SH44281.
- (D) The Application has been submitted to the Council on behalf of the First Owner and Second Owner (the Owners) for permission to develop the Land in accordance with the Planning Permission.
- (E) The Owners enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owners entering into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
- (F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owners and their successors in title.

The parties agree as follows:

1 DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement:

"Act" the Town and Country Planning Act 1990.

"Affordable Dwellings" means 13 Dwellings to be constructed on the Land and provided as units of Affordable Housing as part of the Development and in accordance with the Affordable Housing Mix and the Affordable Housing Plan.

"Affordable Housing"	means Dwellings that: (a) meets the needs of Eligible Persons including availability at a cost low enough for them to afford determined with regard to the local incomes local house prices and local rents; and (b) includes provisions for the Affordable Dwellings to remain at an affordable cost for future Eligible Persons.
"Affordable Housing Mix"	means the mix of Affordable Dwellings, in terms of the quantum, size and tenure and set out at paragraph 1 of Schedule 1 or such other quantum, size and tenure as agreed in writing with the Council.
"Affordable Housing Plans"	means the following plans: (a) drawing titled Ground Floor Plan with drawing number 19-030-005 revision P5; (b) drawing titled First Floor Plan with drawing number 19-030-006- revision P5; and (c) drawing titled Second Floor Plan with drawing number 19-030-007-revision P5 attached as Appendix 2 to this Agreement with units 3,4,6,10,12,17,18,19,20,21,26 and 38 identified as the siting of the Affordable Dwellings.
"Affordable Housing Provider"	means either one or a combination of: (a) a body registered as a provider of social housing with the Regulator of Social Housing under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Council.
"Affordable Rent"	means rent inclusive of service charge which does not exceed: a) 80% of the local gross open market rent; and b) the local housing allowance rates, unless otherwise agreed in writing with the Council; and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England.
"Affordable Rented Dwellings"	means any Affordable Dwellings let on a fixed term tenancy agreement at an Affordable Rent.

"Agreement"	this deed of Agreement.
"Application"	the application submitted to the Council for planning permission to carry out the Development and given the Council's reference number APP/20/00015.
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, site survey works and temporary fencing and "Commence" and similar expressions shall be construed accordingly.
"CPI"	means the consumer prices index published by the Office of National Statistics.
"Development"	means the demolition of a retail unit and associated outbuildings and construction of a 3 storey building consisting of 1 retail unit with 4 Open Market Dwellings fronting Elm Grove and a 3 storey, sheltered housing, building consisting of 39 Dwellings on the Land together with associated car parking and external works to the rear and in accordance with the Planning Permission.
"Disposal"	in relation to each Dwelling means: (a) the first Occupation by anyone permitted or suffered to Occupy the Dwelling whether by: I. a person who has acquired or has contracted to acquire any of the estates further defined in this definition at (b) (c) and (d) below in the Dwelling; or II. who otherwise Occupies the Dwelling; (b) the creation of a legal term of years in respect of the Dwelling; or (c) the transfer of a freehold or leasehold interest in respect of the Dwelling; or (d) the creation of a freehold interest in the Dwelling by constituting the Dwelling as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002; and/or whichever shall first occur; and "Dispose" and "Disposed of" shall be construed accordingly.
"Dwelling"	means a self-contained unit of residential accommodation (including houses, flats, sheltered housing and maisonettes)

	constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.
"Eligible Persons"	means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and the expression "Eligible Person" shall be construed accordingly
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 10 to determine a dispute.
"Health Contribution"	means the sum of £6,880 payable to the Council as a contribution towards increasing the capacity of existing health care facilities in the vicinity of the Land to accommodate the increased demand for such services as a result of the Development.
"Help to Buy Agent"	means the body nominated by Homes England to be responsible for Low Cost Home Ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing.
"Homes England"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any registered provider or if such body ceases to exist or is superseded any such successor body or organisation and including the Regulator of Social Housing where the context so requires.
"Index"	means CPI (except in respect to the SRMS Contribution where RPI shall apply).
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that payment was due B = the last figure published for the Index that applied immediately prior to the date of this Agreement.
"Interest"	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time.
"Land"	means the freehold property known as land at 108–110 Elm Grove, Hayling Island, Hampshire and shown edged red on the Plan and registered at the Land Registry with title numbers SH40686, SH44281 and HP246842.

"Local Connection"	means a connection to the administrative area of the Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or offspring; or (d) any other connection as agreed with the Affordable Housing Provider and the Council.
"Low Cost Home Ownership Dwellings"	means Help to Buy products as defined by Homes England including Shared Ownership Dwellings.
"Monitoring Fee"	means the sum of £1,079 as a contribution towards the costs incurred by the Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement.
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be similarly construed accordingly.
"Open Market Dwellings"	means Dwellings which are not Affordable Dwellings.
"Plan"	means the site location plan attached at Appendix 1 to this Agreement with drawing number 19-030_EGV_002 Revision P10.
"Planning Permission"	means the conditional planning permission that may be granted in pursuance of the Application.
"Practical Completion"	means the issue of a certificate of practical completion of the Dwellings by the Owner's architect or in the event that Dwellings are constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect that the Development has been constructed and is available for Occupation
"RPI"	means the retail prices index published by the Office of National Statistics.
"Shared Ownership Dwellings"	means Affordable Housing leased to Eligible Persons who purchase a percentage of the equity of the Affordable Dwelling and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider.
"Solent Recreation Mitigation Partnership"	means the partnership of local planning authorities bordering the Solent formed to develop the Solent Recreation Mitigation Strategy.

"Solent Recreation Mitigation Strategy (SRMS)"	means the framework to mitigate potential impacts on the Solent Special Protection Area from increased visitor pressure arising from housebuilding adopted by the Solent Recreation Mitigation Partnership in December 2017.
"Solent Special Protection Areas"	means the Special Protection Areas (designated under the Wildlife and Countryside Act 1981) in the Solent covered by the Solent Recreation Mitigation Strategy.
"SRMS Contribution"	means the sum of £19,414.40 payable to the Council as a contribution towards measures to mitigate against the impact of the Development to the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy.
"Working Day"	a day other than a Saturday or Sunday or public holiday in England

2 INTERPRETATION

- 2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 2.7 References to the Land include any part of it.
- 2.8 References to any party in this Agreement include the successors in title of that party and any references to the Council include any successor local planning authority exercising planning powers under the Act.
- 2.9 References to "including" mean "including, without limitation".
- 2.10 Any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

2.13 Whenever this Agreement requires the agreement approval confirmation or consent of the parties such approval or consent is not to be unreasonably withheld or delayed and the parties shall take a reasonable approach.

3 STATUTORY PROVISIONS

3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

3.2 To the extent that they fall within the terms of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Council.

3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

This Agreement shall have effect from the date hereof.

5 OWNER COVENANTS

The Owners covenant with the Council to comply, observe and perform the obligations as set out in this Agreement.

6 REGISTRATION

This Agreement shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

7 RELEASE

7.1 No party shall be liable for any breach of a covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land except in respect of any breach subsisting prior to parting with such interest.

7.2 No planning obligation contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their statutory functions.

8 NOTICES

8.1 The Owners agree to give the Council written notice within 10 Working Days of any change in Ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and

8.1.1 registered office where the transferee Owner is a company

8.1.2 usual address where the transferee is not a company

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

- 8.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.
- 8.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Council shall be marked for the attention of the Head of Legal.
- 8.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:
- 8.4.1 if delivered by hand, at the time of delivery; or
- 8.4.2 if sent by recorded delivery, at the time delivery was signed for.
- 8.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.
- 8.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Owner shall pay to the Council its reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement.

10 DETERMINATION OF DISPUTES

- 10.1 Subject to clause 10.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than ten Working Days' written notice requiring the dispute to be determined under this clause 10. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 10.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.
- 10.3 The Expert shall act as an independent expert and:
- 10.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
- 10.3.2 each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

- 10.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 10.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
- 10.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and
- 10.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.
- 10.4 Responsibility for the costs of referring a dispute to an Expert under this clause 10, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.
- 10.5 This clause 10 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
- 10.6 The provisions of this clause 10 shall not affect the ability of the Council to apply for and be granted declaratory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to his Agreement and their successors in title.

12 INDEXATION

- 12.1 All sums payable pursuant to this Agreement shall be Index Linked.
- 12.2 Where reference is made to an index 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) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

13 INTEREST

If any financial contribution due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

14 WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. 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.

15 TERMINATION

- 15.1 The obligations in this Agreement (with the exception of clause 9) shall cease to have effect if before the Commencement of Development, the Planning Permission:

15.1.1 expires;

15.1.2 is varied or revoked other than at the request of the Owner; or

15.1.3 is quashed following a successful legal challenge.

16 FUTURE PERMISSIONS

- 16.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

- 16.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission or any planning permission granted under such powers (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 15.1.2 arise.

17 JURISDICTION

- 17.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

- 17.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

SCHEDULE 1

Affordable Housing

The Owners covenant as follows:

1 AFFORDABLE HOUSING MIX

1.1 To provide the Affordable Dwellings as part of the Development in accordance with the Affordable Housing Mix and Affordable Housing Plans.

1.2 That the Affordable Housing Mix shall consist of:

1.2.1 7 x 1 bedroom Dwellings as Affordable Rented Dwellings and in the locations marked as units 3,4,6,17,18,20 and 21 on the Affordable Housing Plans; and

1.2.2 2 x 2 bedroom Dwellings as Affordable Rented Dwellings and in the locations marked as units 19 and 31 on the Affordable Housing Plans; and

1.2.3 4 x 2 bedroom Dwellings as Shared Ownership Dwellings and in the locations marked as units 10,12,26 and 38 on the Affordable Housing Plans; or

such other mix of type, tenure and quantum as may be agreed in writing with the Council at its absolute discretion.

2 AFFORDABLE DWELLINGS OCCUPATION RESTRICTION

2.1 Not to Occupy or permit Occupation of any Open Market Dwellings until the Affordable Dwellings:

2.1.1 are completed and are ready for Occupation; and

2.1.2 have been transferred to an Affordable Housing Provider;

by either a transfer or transfers of the freehold interest or the creation of long leasehold interests with a term of not less than 125 years.

2.2 Not to allow or permit Occupation of any Affordable Dwellings for any purpose other than as Affordable Housing for Occupation by Eligible Persons.

2.3 Not to let or transfer any Low Cost Home Ownership Dwellings to persons other than persons nominated by the Help to Buy Agent.

2.4 Not to let any Affordable Rented Dwellings to persons other than persons nominated by the Council and who have a Local Connection.

2.5 That the deed of transfer or lease (as applicable) to the Affordable Housing Provider of the Affordable Dwellings shall contain the following (or such other alternative provisions as the Council may agree in writing):

2.5.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing; and

2.5.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons; and

- 2.5.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100% of the Occupiers of the Affordable Rented Dwellings when initially let and all subsequent true voids.

3 100% EQUITY SHARE

The provisions in paragraphs 2 of Schedule 1 shall cease to have effect in respect of any Affordable Dwelling where a leaseholder of an Affordable Dwelling (or its mortgagee) held under Low Cost Home Ownership has purchased 100% of the equity in the Dwelling or in respect of any Dwelling where the Occupier has exercised a statutory right to buy or a right to acquire in respect of such Dwelling.

4 CHARGEEXCLUSION CLAUSE

- 4.1 For the purpose of this clause Chargee means:

- (a) any mortgagee or chargee;
- (b) any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925 or any other statutory enactment; or
- (c) any housing administrator appointed under the Housing and Planning Act 2016;
- (d) any other person appointed under any security document to enable a chargee to realise its security

of the Affordable Housing Provider and the whole or any one or more of the Affordable Dwellings.

- 4.2 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee (or any person or bodies deriving title through such Chargee) PROVIDED THAT the Chargee will have first:

- 4.2.1 given written notice to the Council of its intention to exercise its powers of sale to Dispose of any of the Affordable Dwellings ("Notice"); and

- 4.2.2 used reasonable endeavours over a period of three months from the date the Notice is served to complete a Disposal of the relevant Affordable Dwelling(s) to either:

- (a) another Affordable Housing Provider; or
- (b) to the Council.

- 4.3 Any Disposal referred to in paragraph 4.2 shall be for a consideration not less than the amount properly due and outstanding under the terms of the Chargee's relevant security documentation. This sum shall include all accrued principal monies, interest and the Chargee's reasonable costs and expenses.

- 4.4 In the event that a Disposal referred to in paragraph 4.2.1 shall not have been completed within the period of three months referred to in paragraph 4.2.2, the Chargee will be entitled to Dispose of the relevant Affordable Dwelling(s) free from the provisions of this Schedule 1 relating to Affordable Housing which shall determine absolutely in respect of the relevant Affordable Dwelling(s).

- 4.5 For the avoidance of doubt in respect of the relevant Affordable Dwelling(s) Disposed of in accordance with paragraph 4.4 above the purchaser shall not be subject to the obligations of this Schedule 1 to this Agreement.

SCHEDULE 2

Contributions

The Owners covenant:

1 MONITORING FEE

Not to Commence or permit Commencement of Development until the Monitoring Fee has been paid to the Council.

2 SRMS CONTRIBUTION

Not to Occupy or permit Occupation of the Development until the SRMS Contribution has been paid.

3 HEALTH CONTRIBUTION

Not to Occupy or permit Occupation of the Development until the Health Contribution has been paid.

SCHEDULE 3

Miscellaneous covenants

The Owners covenant:

1 COMMENCEMENT

To give to the Council not less than five Working Days written notice of their intention to Commence Development

SCHEDULE 4

Council Covenants

The Council covenants:

1 REPAYMENT

Following receipt of a written request to do so to repay to the person who paid the contributions pursuant to Schedule 2 of this Agreement such amount of those contributions which remain unspent or is not committed for expenditure (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt of such contribution together with accrued interest (where applicable) from the date of payment of the contribution until the date of request for refund provided that such written request shall be made within one (1) year from the date of the expiry of the aforementioned ten (10) year period.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of the **COUNCIL OF THE**
BOROUGH OF HAVANT

in the presence of:



[Redacted signature]

Authorised Signatory

Signed as a Deed by **NICHOLAS**)
)
DANBY)
)

.....
OWNER

in the presence of:

[Redacted signature]

Witness

WITNESS

Name:

Address:

[Redacted witness details]

Signed as a Deed by **LUKE**)
)
EDWARD DANBY in the presence of:)
)

[Redacted Signature]

OWNER

Witness

[Redacted Signature]

Name:

[Redacted Name]

Address:

Signed as a Deed by **LARA**)
JAMESON in the presence of:)
)
)

[Redacted Signature]

OWNER

Witness

[Redacted Signature]

WITNESS

Name:

[Redacted Name]

Address:

Signed as a Deed by **JOANNA**)
BLUNDEN in the presence of:)
)
)

[Redacted Signature]

OWNER

Witness

[Redacted Signature]

WITNESS

Name:

[Redacted Name]

Address:

Signed as a Deed by **PATRICIA**)
MARY ANTOINETTE DANBY in the)
presence of:)

[Redacted Signature]
OWNER

Witness

Name:

Address:

[Redacted Signature]
WITNESS
[Redacted Name and Address]

APPENDIX 1

PLAN

19-030_EGV_002 Revision P10

Client Approval

Rev.	Revision Note/Purpose of Issue	Drawn By	Date	Checked By	Date
01	Site boundaries amended in line with the plan. Minor amendments to plan	AM	22/10/19	MKS	21/10/19
02	Position of substation amended. Note of refusal received. Refuse unit amended. Refuse unit amended	AM	01/11/19	MKS	21/11/19
03	PLANNING ISSUE	AM	12/12/19	MKS	11/12/19
04	Land Registry Compliance Issue	AM	01/04/20	MKS	01/04/20
05	REVISED PLANNING ISSUE	AM	21/04/20	MKS	21/04/20
06	REVISED PLANNING ISSUE	AM	11/05/20	MKS	11/05/20
07	Land Registry Compliance Issue #2	AM	18/05/20	MKS	18/05/20
08	Land Registry Compliance Issue #3	AM	20/05/20	MKS	20/05/20
09	REVISED PLANNING ISSUE	AM	10/06/20	MKS	10/06/20

ELM GROVE

Position for additional tree was explored but dismissed due to the following reasons:

- Space currently occupied by disabled parking bay, which requires an unobstructed wheelchair transfer area to be provided to side of bay BT & Low Voltage electricity services located below public footpath with manholes directly adjacent parking bay

Sheltered Housing Development
Elm Grove, Hayling Island,
Hampshire
Hamlet Homes

Drawing title

Proposed Site Plan

Drawn	Date	Checked	Date	Scale
AM	Sept 19	CP	Sept 19	1:200
19-030	EGV	MHA	XX	00
Purpose of Issue	DR	A	002	P10

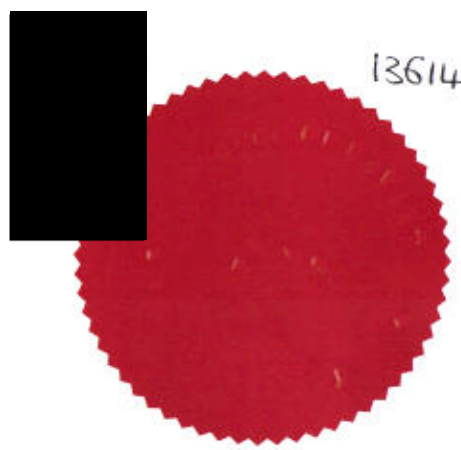
PLANNING

- A: Planting including shrubs, native species to encourage biodiversity.
- B: Private paths in light coloured paving.
- C: Block paving of varying lengths to main pathways and private entrances, material continues through communal ground floor entrance and lobby areas
- D: 1800 mm dark grey metal security gates to garden/ path entrances to suit Secured by design Guidance.
- E: External timber and brick clad bin stores
- F: Sheffield hoops for visitor cycles
- G: 1800mm Brick Wall
- H: Security Gate

Ground Floor (Biodiversity Building)
Southern Gate 10/20/2020
West Sussex PO19 0E2

01243 774748
e. admin@mharchitects.co.uk
www.mharchitects.co.uk

limited company
registered in England No 0940123



APPENDIX 2

AFFORDABLE HOUSING PLANS

Ground Floor Plan drawing number 19-030-005 revision P5;

First Floor Plan with drawing number 19-030-006- revision P5; and

Second Floor Plan with drawing number 19-030-007-revision P5

Plans 1:100 @ A1
1 0 1 2 3 4 5 6 7 8
1:100

Notes
1. This drawing is the copyright of MH Architects Ltd
2. Do not scale this drawing except for local authority planning purposes
3. All dimensions must be checked on site by the contractor prior to commencement of the works.

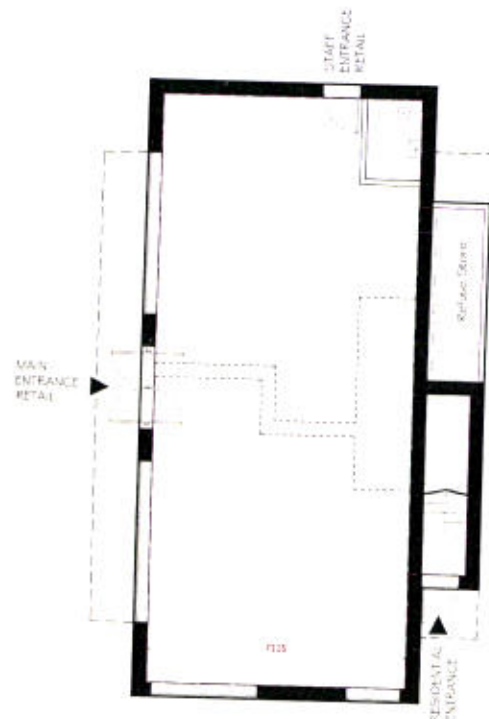
Client Approvals
R A Approved
R B Approved with comments
R C Do not use

Rev. Revision No./Purpose of issue
Rev. 01 Minor amendments to layout
Rev. 02 Schedule of Accommodation added
Rev. 03 Shape of retail unit amended
Rev. 04 Retail unit amended
Rev. 05 Bathroom design changes
Rev. 06 PLANNING SUB

Drawn By: Date: 10/10/19
Check By: Date: 21/10/19
Date: 01/11/19
Date: 11/12/19



RETAIL UNIT



SCHEDULE OF ACCOMMODATION

UNIT	MIN. AREA	AREA
Retail Unit	-	114.66 m ²
GIFA:	131.54 m ²	

APARTMENTS



SCHEDULE OF ACCOMMODATION

UNIT	ACCOM.	MIN. AREA	AREA	TYPE
01	1 bed 2 pers	51 m ²	51.07 m ²	1A
02	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
03	1 bed 2 pers	51 m ²	51.88 m ²	1B
04	1 bed 2 pers	51 m ²	51.88 m ²	1B
05	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
06	1 bed 2 pers	51 m ²	51.88 m ²	1B
07	1 bed 2 pers	51 m ²	51.88 m ²	1B
08	2 bed 3 pers	62.5 m ²	62.63 m ²	2B
09	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
10	2 bed 3 pers	62.5 m ²	64.63 m ²	2C
11	1 bed 2 pers	51 m ²	51.88 m ²	1B
12	2 bed 3 pers	62.5 m ²	70.14 m ²	2D
13	1 bed 2 pers	51 m ²	51.50 m ²	1C
Office/IT		15 m ²	12.73 m ²	
Resident's lounge		80 m ²	80.07 m ²	
Communal WC		-	3.30 m ²	
Cleaner's cupboard		-	5.44 m ²	
Store		-	4.40 m ²	
Refuse store		-	30.55 m ²	
Buggy store		20 m ²	22.87 m ²	
Plant room		-	25.68 m ²	

allowance made for 8 buggy places

GIFA: 1169.21 m²

GROUND FLOOR PLANS

Sheltered Housing Development
Elm Grove, Hayling Island,
Hampshire
Hamlet Homes

Ground Floor Plan

Drawn: Date: 10/10/19
Check: Date: 21/10/19
Job No: 19-030 EGV MHA XX 00 DR A 005 P5
Project: 19-030 EGV MHA XX 00 DR A 005 P5
Scale: 1:100
Rev: 05
Status: PRELIMINARY

Ground Floor (Bicentennial Building)
Southern Gate 1 (Dorchester)
West Sussex PO20 9BZ
T: 01323 774268
E: admin@mharchitects.co.uk
www.mharchitects.co.uk
United Kingdom
Registered in England No 0904212

mh
ARCHITECTS

Plans 1:100 @ A1
1 0 1 2 3 4 5 6 7 8 9 10 m
1:100

Notes
1. This drawing is the copyright of MH Architects Ltd.
2. Do not scale this drawing except for Local Authority planning purposes.
3. All dimensions must be checked on site by the contractor prior to commencement of the works.

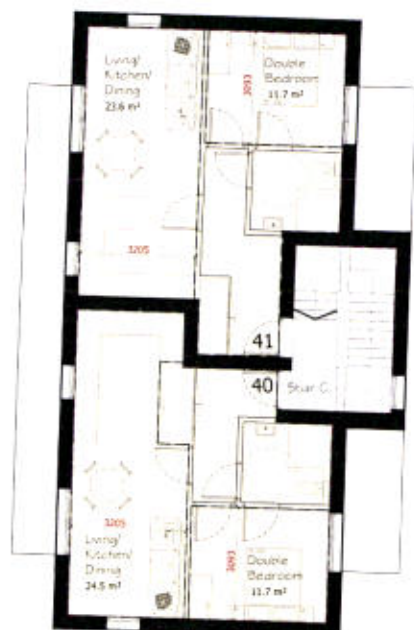


Client Approval
X - approved
X - approved with comments
X - Do not use
Rev. Revision Note Purpose of Issue
P1 Minor amendments to layout
P2 Flats over retail unit amended
P3 Flats over retail unit amended
P4 Bathroom design changes
P5 PLANNING 5506

Drawn By: Date: Drawn By: Date:
MNV 10/10/19
MNV 22/10/19 MNS 21/10/19
MNV 21/11/19 MNS 20/11/19
MNV 12/12/19 MNS 11/12/19

FLATS OVER RETAIL

APARTMENTS



SCHEDULE OF ACCOMMODATION

UNIT	ACCOM.	MIN. AREA	AREA	TYPE
40	1 bed 2 pers	-	51.09 m²	1E
41	1 bed 2 pers	-	52.71 m²	1F

GIFA: 121.75 m²



SCHEDULE OF ACCOMMODATION

UNIT	ACCOM.	MIN. AREA	AREA	TYPE
14	2 bed 3 pers	62.5 m²	62.76 m²	2E
15	1 bed 2 pers	51 m²	51.88 m²	1B
16	1 bed 2 pers	51 m²	51.88 m²	1B
17	1 bed 2 pers	51 m²	52.84 m²	1D
18	1 bed 2 pers	51 m²	51.88 m²	1B
19	2 bed 3 pers	62.5 m²	62.80 m²	2A
20	1 bed 2 pers	51 m²	51.88 m²	1B
21	1 bed 2 pers	51 m²	51.88 m²	1B
22	2 bed 3 pers	62.5 m²	62.63 m²	2B
23	2 bed 3 pers	62.5 m²	62.80 m²	2A
24	2 bed 3 pers	62.5 m²	64.63 m²	2C
25	1 bed 2 pers	51 m²	51.88 m²	1B
26	2 bed 3 pers	62.5 m²	70.14 m²	2D
27	1 bed 2 pers	51 m²	51.50 m²	1C

Communal WC	-	3.30 m²
Store	-	1.32 m²

GIFA: 1053.23 m²

FIRST FLOOR PLANS

Sheltered Housing Development
Elm Grove, Hayling Island,
Hampshire
Hamlet Homes

Drawn: 1236

First Floor Plan

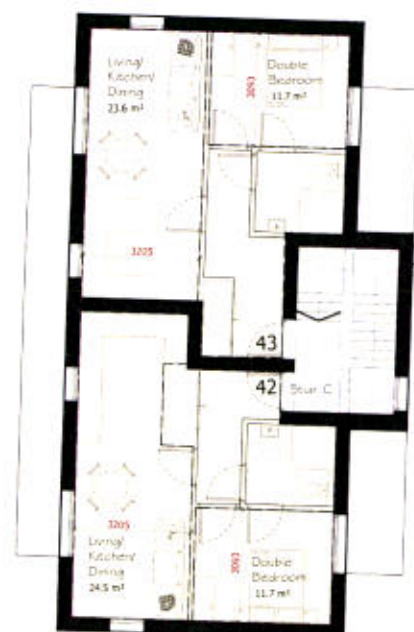
Drawn: Date: Checked: Date: Scale: A1
MNS 19/10/19 CP 19/10/19 1:100
Proj. Orig. Zone Level Type Rise No. Rev.
19-030 EGV MHA XX 00 DR A 006 P5
Purpose of Issue
PRELIMINARY

Ground Floor (Broomfield Building)
Toucan House (13) 1st Floor
West Sussex PO19 1EJ
T: 01243 774248
E: admin@mharchitects.co.uk
www.mharchitects.co.uk
Registered in England No. 1041111



13614

APARTMENTS



UNIT	ACCOM.	MIN. AREA	AREA	TYPE
42	1 bed 2 pers	-	51.09 m ²	1E
43	1 bed 2 pers	-	52.71 m ²	1F

SCHEDULE OF ACCOMMODATION

UNIT	ACCOM.	MIN. AREA	AREA	TYPE
28	2 bed 3 pers	62.5 m ²	62.76 m ²	2E
29	1 bed 2 pers	51 m ²	51.88 m ²	1B
30	1 bed 2 pers	51 m ²	51.71 m ²	1Bv
31	2 bed 3 pers	62.5 m ²	66.87 m ²	2F
32	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
33	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
34	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
35	2 bed 3 pers	62.5 m ²	62.63 m ²	2E
36	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
37	1 bed 2 pers	51 m ²	51.88 m ²	1B
38	2 bed 3 pers	62.5 m ²	70.24 m ²	2D
39	1 bed 2 pers	51 m ²	51.50 m ²	1C
Communal WC		-	3.30 m ²	
GIFA:		950.41 m ²		

SCHEDULE OF ACCOMMODATION				
UNIT	ACCOM.	MIN. AREA	AREA	TYPE
28	2 bed 3 pers	62.5 m ²	62.76 m ²	2E
29	1 bed 2 pers	51 m ²	51.88 m ²	1B
30	1 bed 2 pers	51 m ²	51.71 m ²	1Bv
31	2 bed 3 pers	62.5 m ²	66.87 m ²	2F
32	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
33	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
34	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
35	2 bed 3 pers	62.5 m ²	62.63 m ²	2E
36	2 bed 3 pers	62.5 m ²	62.80 m ²	2A
37	1 bed 2 pers	51 m ²	51.88 m ²	1B
38	2 bed 3 pers	62.5 m ²	70.24 m ²	2D
39	1 bed 2 pers	51 m ²	51.50 m ²	1C

Communal WC	-	3.30 m ²
-------------	---	---------------------

GIFA: 950.41 m²

SECOND FLOOR PLANS

Sheltered Housing Development
Elm Grove, Hayling Island,
Hampshire
Hamlet Homes