



Contribution towards affordable housing provision within the administrative area of the Council

"Commencement of Development" the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works

"Commencement Date" the date of Commencement of Development

"Contributions" the sum of one hundred thousand one hundred and sixty six pounds (£100,166.00) being the combined sum of the Affordable Housing Contribution, Education Contribution, Health Contribution, Public Realm Contribution, Transport Contribution and Monitoring Fee

"DCM" the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function

"Development" the development of the Property described in the Planning Application

"the Education Contribution" the sum sixteen thousand five hundred and seventy pounds (£16,570.00) Indexed towards the Education Use



"Education Use"	in relation to the Education Contribution for the for the provision of education facilities within its administrative area of the Council
"the Health Contribution"	the sum of two thousand and seventy seven pounds and eleven pence (£2,077.11) Indexed towards the Health Care Use
"Health Care Use"	in relation to the Health Contribution for the provision of health facilities within the administrative area of the Council
"Indexed"	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date hereof and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
"LDF"	the saved policies of the Richmond upon Thames LDF Development Management Plan 2011
"Monitoring Fee"	the sum of two thousand seven hundred and ninety pounds and thirteen pence (£2,790.13) being 5% of the combined Transport Contribution, Public Realm Contribution, Health Contribution and Education Contribution
"Occupation"	the beneficial occupation of the Units created as part of the Development but not including occupation by personnel engaged in construction or fitting out and "Occupy" and "Occupied" shall be construed accordingly

"Planning Application"	a planning application submitted by the Owner on 23 November 2011 to the Council bearing reference number 11/3819/FUL for the demolition of the existing public house and the erection of a four storey block of flats (3 x one bed and 6 x two bed) and basement for underground parking
"Planning Permission"	the planning permission granted by the Inspector in respect of the Planning Application
"Property"	land and property at 40 Mortlake High Street London SW14 8HR delineated in red on the plan attached hereto and registered at the Land Registry with title number SGL45494
"the Public Realm Contribution"	the sum of eight thousand one hundred and ninety five pounds and forty pence (£8,195.40) Indexed towards the Public Realm Use
"Public Realm Use"	in relation to the Public Real Contribution for the provision of and improvements to the public realm within the Council's administrative area
"Secretary of State"	means the Secretary of State for Communities and Local Government or other person for the time being empowered to determine the Appeal under the 1990 Act
"Transport Contribution"	the sum of twenty eight thousand nine hundred and sixty pounds (£28,960.00) Indexed towards the Transport Use



"Transport Use"

in relation to the Transport Contribution towards the provision of transport improvements within the administrative area of the Council

"Units"

all of the residential units to be created as part of the Development

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL45494 as the proprietor of the freehold interest in the Property and the Chargee is similarly registered as the proprietor of a charge over the Property
- (3) On 23 November 2011 the Owner submitted the Planning Application that is subject to a pending appeal under reference APP/L5810/A/12/2180089 ("the Appeal")
- (4) The Chargee is the registered proprietor of a charge dated 24 August 2011 referred to in entry number C3 of the charges register of Title Number SGL45494 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking
- (5) Policy CP 15 of the LDF Core Strategy 2009 and policy DM HO 6 of the LDF Development Management Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (6) Policy CP18 of the LDF Core Strategy 2009 provides that the Council will ensure the provision of schools, pre-schools and other educational facilities meet the need for additional educational resources any new development may generate and developers will have to take into account the potential need to contribute to the provision of primary and secondary school places in the borough



- (7) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (8) Policy CP17 of the LDF Core Strategy 2009 provides that health and wellbeing in the Council's area is important and all new developments should encourage and promote healthier communities and places
- (9) Policy CP16 of the LDF Core Strategy 2009 provides that new development will be expected to provide for additional infrastructure and community needs generated by the development
- (10) The Owner has agreed to enter into this Deed in order to secure the planning obligations contained in it in accordance with LDF so that it may be taken into account as a material consideration in the determination of the Appeal

**NOW THIS DEED WITNESSETH** as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and this Deed is conditional upon the grant of planning permission pursuant to the pending Appeal
2. THE Owner hereby UNDERTAKES to the Council:-
  - (a) To pay to the Council the Contributions on or before the earlier of
    - a) the first Occupation any of the Units; and
    - b) one year from the Commencement Date
  - (c) To give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before the Commencement Date
  - (d) Not to dispose of to any person or occupy or allow any person to occupy any of the Units to be formed on the Property as a result of the implementation of the Development unless a notice has been served on



such person that pursuant to the Council's policies to which reference is made in recital (7) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

(e) On the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of six hundred pounds (£600.00)

3. The Chargee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Charge

4. GENERAL:-

*Miscellaneous agreements and declarations*

(a) Nothing contained in this Deed constitutes planning permission

(b) Other than the obligation in clause 2(e) all other obligations on the Owner contained in this Deed are conditional on:

- i. the grant of Planning Permission and Commencement of Development;
- ii. The covenants and undertakings by the Owner in clause 2 being deemed necessary in accordance with the CIL Regulations 2010 by the Inspector in issuing the Planning Permission
- iii. The Secretary of State or his Inspector deciding to allow the Appeal and making an express finding in the decision letter granting Planning Permission that the planning

obligations created by this Deed are necessary and reasonable

- (c) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" "the Owner" and "the Chargee" shall include their respective successors in title and assignees

*Local land charge provisions*

- (g) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the Owner or a Chargee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner and/or the Chargee hereunder have been wholly performed or discharged



*Reference to statutes and statutory instruments*

- (i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

*Variations*

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

*English law applicable*

- (k) The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

- (l) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

*Waivers not to be of a continuing nature*

- (m) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

*Liability of subsequent Owner and release of former Owner*

- (n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under



them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

*Contracts (Rights of Third Parties) Act 1999*

- (o) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Owner and the Chargee

*Release*

- (p) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if Commencement of Development has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment
- (q) No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all or its interest in the Property, except in respect of any breach subsisting prior to parting with such interest

*VAT clauses*

- (r) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (s) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT



invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (t) if any of the Contributions due under this Deed are not paid to the Council within the timescales set out therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

*Indemnity for Chargee*

- (u) notwithstanding the terms contained herein the Chargee shall only be liable for any breach of any provision of this Deed during such period (if any) as it is mortgagee in possession of the Property and then only if it shall have caused such breach or breaches to have been occasioned and PROVIDED THAT for the avoidance of doubt it shall not in any event be liable for any breach of this Deed arising prior to its becoming mortgagee in possession of the Property regardless of whether or not such pre existing breach shall continue for any period during which it is mortgagee in possession of the Property

*Community Infrastructure Levy Regulations 2010*

- (v) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

Executed as a deed by

**LANGUARD HOMES 2020 LLP**

in the presence of :

Director

Director/Secretary

Executed as a deed by

**FERSHIRE LIMITED**

in the presence of :

Director

Director/Secretary



**Dated**

**2013**

**LANGUARD HOMES 2020 LLP**

and

**FERSHIRE LIMITED**

to

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH  
OF RICHMOND UPON THAMES**

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**DEED OF UNILATERAL UNDERTAKING**

**made under Section 106 of the  
Town & Country Planning Act 1990**

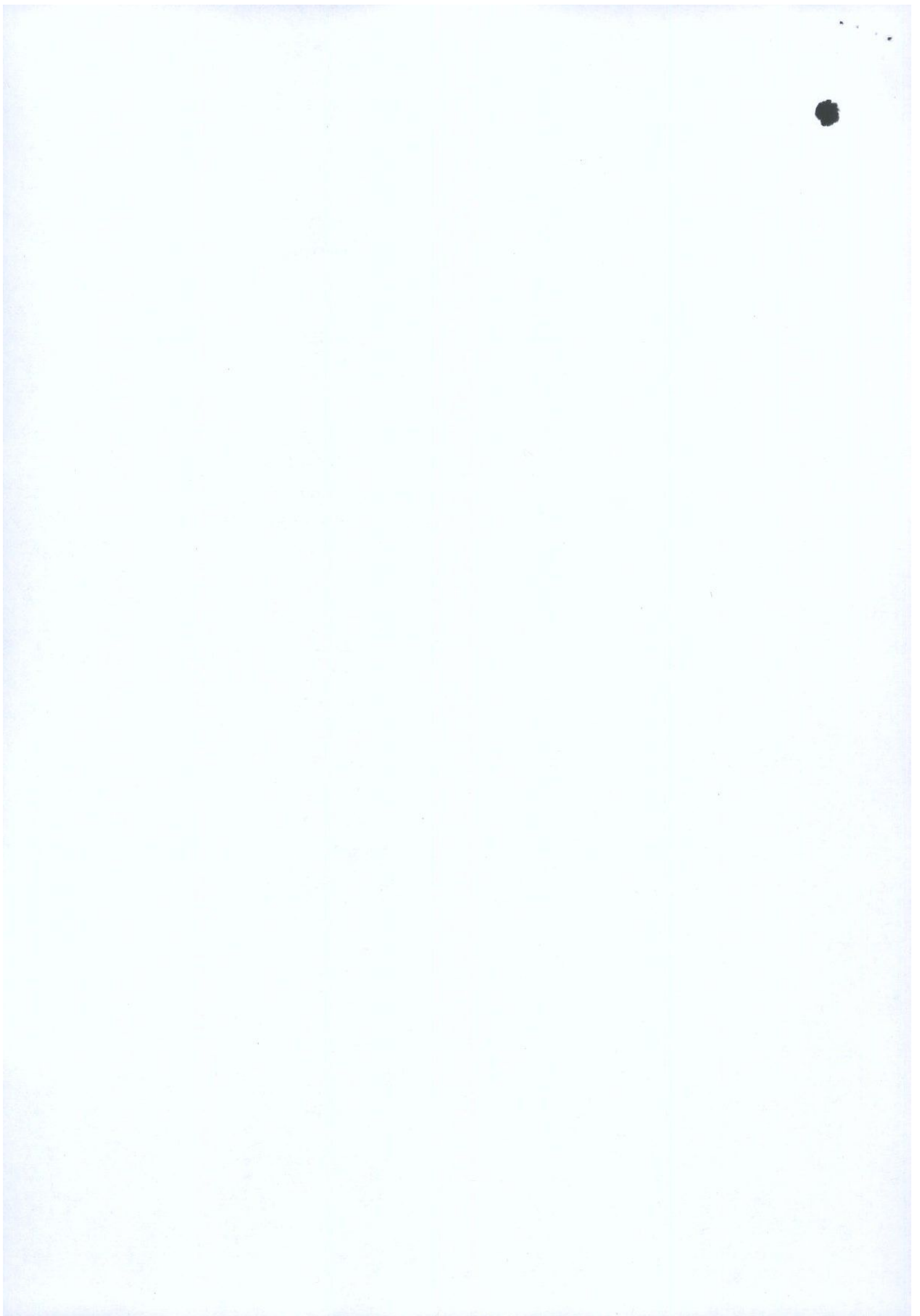
**relating to**

**Charlie Butler Public House**

**40 Mortlake High Street**

**London SW14 8HR**

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Dated 30th January 2013

**LANGUARD HOMES 2020 LLP**

and

**FERSHIRE LIMITED**

to

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH  
OF RICHMOND UPON THAMES**

*Appellantis Apped CoA*

**DEED OF UNILATERAL UNDERTAKING**

**made under Section 106 of the  
Town & Country Planning Act 1990**

**relating to**

**Charlie Butler Public House**

**40 Mortlake High Street**

**London SW14 8HR**

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THIS UNILATERAL UNDERTAKING is made as a Deed on the 30<sup>th</sup> day  
of January two thousand and thirteen

BY

(1) **LANGUARD HOMES 2020 LLP** (LLP registration number OC366385) whose registered office is situate at 59A Brent Street London NW4 2EA ("the Owner")

and

(2) **FERSHIRE LIMITED** (company registration number 00901487) whose registered office is situate at 37A Walm Lane London NW2 4QU ("the Chargee")

**IN FAVOUR OF**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council")

**INTERPRETATION**

IN this Deed the following words and expressions shall have the following meanings:-

"1990 Act"	the Town & Country Planning Act 1990
"Affordable Housing Contribution"	the sum of forty one thousand five hundred and seventy three pounds and thirty six pence (£41,573.36) Indexed towards the Affordable Housing Use
"Affordable Housing Use"	in relation to the Affordable Housing



Contribution towards affordable housing provision within the administrative area of the Council

"Commencement of Development"	the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works
"Commencement Date"	the date of Commencement of Development
"Contributions"	the sum of one hundred thousand one hundred and sixty six pounds (£100,166.00) being the combined sum of the Affordable Housing Contribution, Education Contribution, Health Contribution, Public Realm Contribution, Transport Contribution and Monitoring Fee
"DCM"	the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function
"Development"	the development of the Property described in the Planning Application
"the Education Contribution"	the sum sixteen thousand five hundred and seventy pounds (£16,570.00) Indexed towards the Education Use

"Education Use"	in relation to the Education Contribution for the for the provision of education facilities within its administrative area of the Council
"the Health Contribution"	the sum of two thousand and seventy seven pounds and eleven pence (£2,077.11) Indexed towards the Health Care Use
"Health Care Use"	in relation to the Health Contribution for the provision of health facilities within the administrative area of the Council
"Indexed"	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date hereof and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
"LDF"	the saved policies of the Richmond upon Thames LDF Development Management Plan 2011
"Monitoring Fee"	the sum of two thousand seven hundred and ninety pounds and thirteen pence (£2,790.13) being 5% of the combined Transport Contribution, Public Realm Contribution, Health Contribution and Education Contribution
"Occupation"	the beneficial occupation of the Units created as part of the Development but not including occupation by personnel engaged in construction or fitting out and "Occupy" and "Occupied" shall be construed accordingly



"Planning Application"	a planning application submitted by the Owner on 23 November 2011 to the Council bearing reference number 11/3819/FUL for the demolition of the existing public house and the erection of a four storey block of flats (3 x one bed and 6 x two bed) and basement for underground parking
"Planning Permission"	the planning permission granted by the Inspector in respect of the Planning Application
"Property"	land and property at 40 Mortlake High Street London SW14 8HR delineated in red on the plan attached hereto and registered at the Land Registry with title number SGL45494
"the Public Realm Contribution"	the sum of eight thousand one hundred and ninety five pounds and forty pence (£8,195.40) Indexed towards the Public Realm Use
"Public Realm Use"	in relation to the Public Real Contribution for the provision of and improvements to the public realm within the Council's administrative area
"Secretary of State"	means the Secretary of State for Communities and Local Government or other person for the time being empowered to determine the Appeal under the 1990 Act
"Transport Contribution"	the sum of twenty eight thousand nine hundred and sixty pounds (£28,960.00) Indexed towards the Transport Use

"Transport Use"	in relation to the Transport Contribution towards the provision of transport improvements within the administrative area of the Council
"Units"	all of the residential units to be created as part of the Development

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL45494 as the proprietor of the freehold interest in the Property and the Chargee is similarly registered as the proprietor of a charge over the Property
- (3) On 23 November 2011 the Owner submitted the Planning Application that is subject to a pending appeal under reference APP/L5810/A/12/2180089 ("the Appeal")
- (4) The Chargee is the registered proprietor of a charge dated 24 August 2011 referred to in entry number C3 of the charges register of Title Number SGL45494 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking
- (5) Policy CP 15 of the LDF Core Strategy 2009 and policy DM HO 6 of the LDF Development Management Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (6) Policy CP18 of the LDF Core Strategy 2009 provides that the Council will ensure the provision of schools, pre-schools and other educational facilities meet the need for additional educational resources any new development may generate and developers will have to take into account the potential need to contribute to the provision of primary and secondary school places in the borough



- (7) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (8) Policy CP17 of the LDF Core Strategy 2009 provides that health and wellbeing in the Council's area is important and all new developments should encourage and promote healthier communities and places
- (9) Policy CP16 of the LDF Core Strategy 2009 provides that new development will be expected to provide for additional infrastructure and community needs generated by the development
- (10) The Owner has agreed to enter into this Deed in order to secure the planning obligations contained in it in accordance with LDF so that it may be taken into account as a material consideration in the determination of the Appeal

**NOW THIS DEED WITNESSETH as follows:-**

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and this Deed is conditional upon the grant of planning permission pursuant to the pending Appeal
2. THE Owner hereby UNDERTAKES to the Council:-
  - (a) To pay to the Council the Contributions on or before the earlier of
    - a) the first Occupation any of the Units; and
    - b) one year from the Commencement Date
  - (c) To give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before the Commencement Date
  - (d) Not to dispose of to any person or occupy or allow any person to occupy any of the Units to be formed on the Property as a result of the implementation of the Development unless a notice has been served on

such person that pursuant to the Council's policies to which reference is made in recital (7) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council

(e) On the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of six hundred pounds (£600.00)

3. The Chargee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Charge

4. GENERAL:-

*Miscellaneous agreements and declarations*

(a) Nothing contained in this Deed constitutes planning permission

(b) Other than the obligation in clause 2(e) all other obligations on the Owner contained in this Deed are conditional on:

- i. the grant of Planning Permission and Commencement of Development;
- ii. The covenants and undertakings by the Owner in clause 2 being deemed necessary in accordance with the CIL Regulations 2010 by the Inspector in issuing the Planning Permission
- iii. The Secretary of State or his Inspector deciding to allow the Appeal and making an express finding in the decision letter granting Planning Permission that the planning



obligations created by this Deed are necessary and reasonable

- (c) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" "the Owner" and "the Chargee" shall include their respective successors in title and assignees

*Local land charge provisions*

- (g) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the Owner or a Chargee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner and/or the Chargee hereunder have been wholly performed or discharged

*Reference to statutes and statutory instruments*

- (i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

*Variations*

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

*English law applicable*

- (k) The construction validity and performance of this Deed shall be governed by English law

*Effect of revocation of planning permission*

- (l) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

*Waivers not to be of a continuing nature*

- (m) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

*Liability of subsequent Owner and release of former Owner*

- (n) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under



them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

*Contracts (Rights of Third Parties) Act 1999*

- (o) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Owner and the Chargee

*Release*

- (p) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if Commencement of Development has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment
- (q) No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all or its interest in the Property, except in respect of any breach subsisting prior to parting with such interest

*VAT clauses*

- (r) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (s) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT

invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (t) if any of the Contributions due under this Deed are not paid to the Council within the timescales set out therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

*Indemnity for Chargee*

- (u) notwithstanding the terms contained herein the Chargee shall only be liable for any breach of any provision of this Deed during such period (if any) as it is mortgagee in possession of the Property and then only if it shall have caused such breach or breaches to have been occasioned and PROVIDED THAT for the avoidance of doubt it shall not in any event be liable for any breach of this Deed arising prior to its becoming mortgagee in possession of the Property regardless of whether or not such pre existing breach shall continue for any period during which it is mortgagee in possession of the Property

*Community Infrastructure Levy Regulations 2010*

- (v) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development



IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

Executed as a deed by

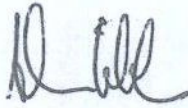
**LANGUARD HOMES 2020 LLP**

in the presence of : NICOLA DAVIES

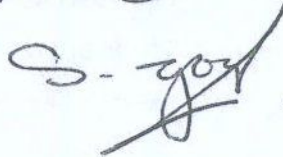


6 CRESCENT CLOSE  
BILLERICAY  
CM12 0HT

Director



Director/Secretary

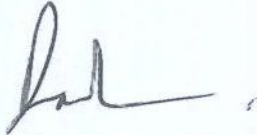


Executed as a deed by

**FERSHIRE LIMITED**

in the presence of :

DAVID SILVER



**Rainbow Reid Estate Agents**  
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