

Dated 13 July 2021

CARLFORD PROPERTIES LTD

with the consent of

REFLEX BRIDGING LTD

-to-

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

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the
Town & Country Planning Act 1990
relating to 9-10 George Street, Richmond
TW9 1JY

Ref:
Affordable Housing Contribution
Carbon Offset Contribution
Parking Restriction

THIS UNILATERAL UNDERTAKING is made as a Deed the 13 day of July two thousand and twenty one

BY

- (1) **CARLFORD PROPERTIES LTD** a company incorporated in England and Wales (Company No: 12883383) whose registered address is 107 Bell Street, London NW1 6TL ("the Owner")

WITH THE CONSENT OF

- (2) **REFLEX BRIDGING LTD** a company incorporated in England and Wales (Company No 07681831) whose registered address is 3rd Floor Sterling House, Langston Road, Loughton, Essex IG10 3TS ("the Mortgagee")

IN FAVOUR OF

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

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(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title under title number TGL113454 as the proprietor of the freehold interest in the Property
- (3) The Mortgagee has the benefit of a legal charge dated 23 April 2021 which is registered against title number TGL113454.
- (4) The Council supports the Development but is unable or unwilling to approve the Planning Application or to grant the Planning Permission in the absence of this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (5) Policy LP36 of the Council's Local Plan provides that the Council expects a contribution towards Affordable Housing from all housing sites, and on sites below the threshold of 'capable of ten or more units gross' a financial contribution to the Affordable Housing Fund.
- (6) Policy LP22 of the Council's Local Plan requires new developments to provide contributions towards renewable and low carbon energy generation,

where the development does not meet the necessary sustainability credentials.

- (7) Policy LP45 of the Council's Local Plan provides that new development should be acceptable in terms of traffic generation and traffic impact minimising the impact of car based travel including its impact on the operation of the road network and local environment. Policy LP45 recognises there may be opportunities for car free developments subject to controls being secured to ensure new development does not contribute to on-street parking stress in the locality. Similar controls may also be required where existing levels of on-street parking are very high
- (8) The Owner has submitted the Planning Application to the Council and the Owner and the Mortgagee have agreed to enter into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

NOW THIS DEED WITNESSETH as follows:

1. Definitions

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

"the 1990 Act"	the Town & Country Planning Act 1990
"Affordable Housing"	means housing provided to persons whose needs are not met by the market and which housing should (a) meet the needs of purchasers and renters at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for a housing unit to remain at an affordable price for future purchasers and renters unless an occupant purchases his or her interest in accordance with a statutory entitlement
"Affordable Housing Contribution"	the sum of £347,886 (Three Hundred and Forty Seven Thousand Eight Hundred and Eighty Six Pounds) Indexed
"Affordable Housing Fund"	Funds allocated to the Council's Housing Capital Programme and used to help fund new affordable housing, or to fund acquisition of land and private properties for this purpose, or for enhanced

	provision through re-modelling existing affordable units or supported schemes, in pursuance of housing and planning objectives
"Business Day"	a day other than a Saturday or Sunday or a public holiday in England and the term "Business Days" shall be construed accordingly
"Carbon Offset Contribution"	means the sum of £10,745 (Ten Thousand Seven Hundred and Forty Five Pounds) Indexed
"CPZ"	the controlled parking zone Richmond Town Centre or any controlled parking zone amending or replacing the same
"Disabled Person's Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970
"the Development"	the development described in the Planning Application
"the HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
"Implementation"	the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following: <ul style="list-style-type: none">(i) ground investigatory site survey work including investigations for the purpose of assessing ground conditions(ii) site clearance, demolition work, site preparation, site reclamation, preliminary landscaping, service diversions or decommissioning, construction of site accommodation compounds, laying of services and other works

of site establishment preparatory to the commencement of construction

- (iii) construction of boundary fencing or temporary means of enclosure
- (iv) archaeological investigation, archaeological works or ancillary archaeological works
- (v) works of decontamination or remediation of other adverse ground conditions
- (vi) diversion and laying of services
- (vii) temporary display of site notices or advertisements

"Implementation Date"

the date on which Implementation occurs

"Indexed"

increased in accordance with the formula whereby the Affordable Housing 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 of this Deed and A represents the value of the same index as at the date of payment of the relevant contribution to the Council or in the event that the Retail Prices Index is no longer extant at such time as a calculation falls to be made the BCIS All-in Tender Price Index shall be used instead

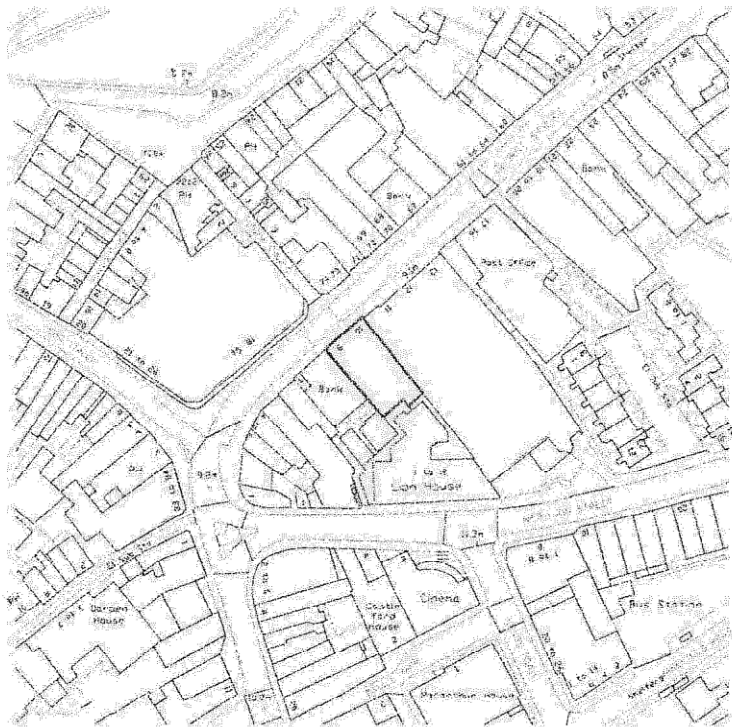
"Local Plan"



the Council's Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004

"Monitoring Fee"

the sum of £2,046.00 (Two Thousand and Forty Six Pounds as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any Supplementary Planning Document replacing the same being the Council's

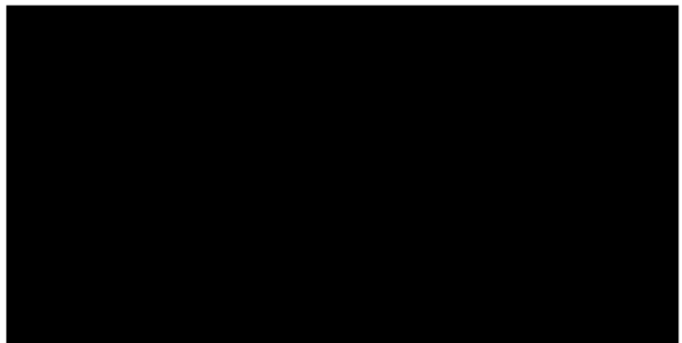
	proper and reasonable costs for monitoring performance of the planning obligations contained in this Deed;
"Occupation"	the full and beneficial occupation of the Residential Units (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or display or for security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	first Occupation of a Residential Unit for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes a material operation under section 56(4) (e) of the 1990 Act
"the Planning Application"	the application made by the Owner under reference number 20/3483/FUL for replacement shopfront, part second floor and roof extension, replacement fenestration, new balcony and new privacy screens to rear to facilitate part change of use of ground floor and upper floor from Class E to Class C3 residential to provide a total of 6no. self-contained residential units and associated cycle store
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Planning Application
"the Property"	land and buildings situate at 9-10 George Street, Richmond TW9 1JY delineated in red on the plan attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers" shall be construed accordingly; and excludes any business or corporate body or bodies
"Resident's Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic



 Right of Way
 Boundary Line



PLANNING			
DATE	BY	APP'D	REV
11/10/2011	J. DICKSON		
CAMFORD PROPERTIES LIMITED			
MEASUREMENT PLAN			
28/10/11	10/04/11	07/01	05/10
TOTAL AREA: 10000 SQ M			



	Regulation Act 1984 allowing for a Motor Vehicle to park in a Resident's Parking Bay
"Resident's Parking Bay"	a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated
"Residential Unit(s)"	the residential unit designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" shall be construed accordingly
"Sale"	the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the first Sale of a Residential Unit
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

Legal Effect

2. 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 receipt of a copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council

Conditionality

3. Subject always to the provisions of Clause 2.3, this Deed is conditional upon:
 - 2.1.1. the grant of the Planning Permission; and

2.1.2. the Implementation of the Development

save for the provisions of Clauses 1-3, 4(c)(iii) and 5 – 7 inclusive and any provisions in this Deed and the Schedules which contain obligations that require compliance on or before the carrying out of a material operation and Implementation of the Development all of which shall take effect immediately on the date hereof

Owner's covenants

4. THE Owner hereby UNDERTAKES to the Council:-
- (a) to provide seven (7) days prior written notice to the HDM:
- (i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
 - (ii) of the Occupation Date or the Sale Date (whichever is sooner)
 - (iii) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(a)(i) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed
- (b) to pay to the Council:
- (i) the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) and not to permit the Occupation of the Residential Unit(s) until the Affordable Housing Contribution has been paid to the Council
 - (ii) the Carbon Offset Contribution prior to or upon Implementation
 - (iii) on the completion of this Deed its reasonable and proper legal costs in the sum of £1,000 (One Thousand Pounds) for reviewing and approving this Deed and the Monitoring Fee
- (c) Not to dispose of to any person or occupy or allow any person to be a Residential Occupier of any Residential Unit to be created as part 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 that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Resident's Parking Permit to park a Motor Vehicle in any Resident's Parking Bay or other place within a CPZ 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

Mortgagee's Consent

5. The Mortgagee 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 Mortgage PROVIDED ALWAYS THAT the Mortgagee shall not have any liability under this Deed unless and until it takes possession of the Property

Notices

6. Any notice to be given under or in connection with this Deed shall be in writing and shall either be delivered personally or sent by post, which for the purposes of this Deed shall not include e-mail and shall be addressed as provided in clause 8.
 - 6.1 Where sent by post, the notice or communication shall be sent by registered post or such other form of postage which requires a signature upon delivery and any other form of postage shall not be effective for the purposes of this Deed.
 - 6.2 Any such notice communication, if so addressed, shall be deemed to have been received as follows:
 - (a) if delivered by hand, upon delivery at the relevant address except that where any such notice or other communication is delivered by hand after 4:00 p.m. such notice or other communication shall be deemed to be received at 9:00 a.m. on the following Business Day; and
 - (b) if sent by post, at 9:00 a.m. on the second Business Day after the date of posting PROVIDED THAT if clear evidence is produced by the recipient that the notice or communication was delivered after the second Business Day following its posting, then the date of delivery shall be the actual date of delivery; and
 - (c) if sent by email shall be deemed served upon the earlier of an automated or actual acknowledgement by the receiving party or at 9:00 a.m. on the second Business Day after the date of emailing PROVIDED THAT if clear evidence is produced by the intended recipient that the notice was not duly served due to a network outage or other significant technical reason that prevented electronic service then service shall not have been effected.
 - 6.3 Subject to Clause 5.4, the relevant address and the reference of each party are as follows:

For the Council:

Address: To the address stated at the start of this Deed or the relevant Civic Office from time to time where the Council no longer occupies this address

Relevant addressee: Head of Development Management

Reference: 20/3483/FUL

For the Owner:

Address: To the addresses stated at the start of this Deed

Relevant addressee: Martin Tynan

Reference: 20/3483/FUL

- 6.4 A Party may give notice of the change to its name, address, or relevant addressee for the purposes of this Clause 6 provided that such notification shall only be effective on:
- (a) the date specified in the notification as the date on which the changes to take place; or
 - (b) if no date is specified or the date specified is less than 5 (five) clear Business Days after the date on which notice is received or deemed to be received, the 5th (fifth) Business Day after notice of any such changes given.

Interpretation

7. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (a) Nothing contained in this Deed constitutes planning permission
- (b) 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" and "the Owner" shall include their respective successors in title and assignees and in the case of the Council shall include reference to any successor body exercising any of the powers currently vested in the Council in relation to this Deed.
- (g) The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- (h) Words including the singular meaning where the context so admits include the plural meaning and vice versa
- (i) Nothing in this Deed shall prohibit or limit the right to develop any part of the Appeal Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

Local land charge provisions

- (j) This Deed is a Local Land Charge registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (k) 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 including for the avoidance of doubt any modification, amendment, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

Variations

- (l) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation
- (m) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73

of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation or expiry of planning permission

- (o) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of the Bank of England from the date such sums were received by the Council until the date of repayment
- (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, the Owner or the Mortgagee if the Implementation Date has not taken place within 3 years of the date of the Planning Permission.

Waivers not to be of a continuing nature

- (q) 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

- (r) 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 interest in the Property)
- (s) The obligations under this Deed shall not be enforceable against any statutory undertaker or public authority which acquires any part of the Property or an interest in it for the purposes of its statutory undertaking or

functions and including provision of electricity, gas, water, drainage, telecommunications, public transport to, within or from the Property.

Contracts (Rights of Third Parties) Act 1999

- (t) 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

Interest on Late Payments

- (u) If any payment due to the Council under this Deed is paid late, interest will be payable at 4% above the base lending rate of the Bank of England Base Rate (calculated from time to time) to be calculated from the date payment is due to the date of payment is made

Delivery

- (v) The provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this document has been dated.

IN WITNESS whereof with the intent that these presents should be executed as a DEED the Owner and the Mortgagee have duly executed the same the day and year first before written

Executed as a deed by CARLFORD

PROPERTIES LIMITED acting by:

Director: MARTIN TYNAN

in the presence of:

Witness Signature:

Witness Name: BENJAMIN MATHEU

Address:

Occupation: SOLICITOR

Executed as a deed by REFLEX

BRIDGING LIMITED acting by:

Director:

in the presence of:

Witness Signature:

Witness Name: JAMES SCHALLER

Address:

Occupation: ANALYST

Dated 13 July 2021

CARLFORD PROPERTIES LTD

with the consent of

REFLEX BRIDGING LTD

-to-

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

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the
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Carbon Offset Contribution
Parking Restriction

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- (5) Policy LP36 of the Council's Local Plan provides that the Council expects a contribution towards Affordable Housing from all housing sites, and on sites below the threshold of 'capable of ten or more units gross' a financial contribution to the Affordable Housing Fund.
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of site establishment preparatory to the commencement of construction

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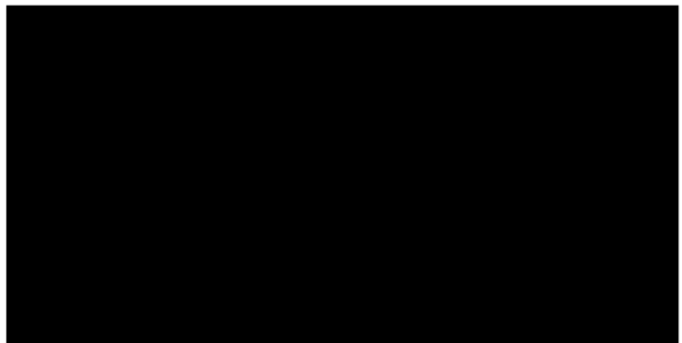
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 Right of Way
 Boundary Line



PLANNING			
DATE	BY	APP'D	REV
11/10/2011	J. D. [unclear]	[unclear]	1
CAMLORD PROPERTY SERVICES			
MEASUREMENT PLAN			
28/10/11	10/04/11	10/05/11	05/10
[unclear]			



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 - (iii) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(a)(i) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed
- (b) to pay to the Council:
- (i) the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) and not to permit the Occupation of the Residential Unit(s) until the Affordable Housing Contribution has been paid to the Council
 - (ii) the Carbon Offset Contribution prior to or upon Implementation
 - (iii) on the completion of this Deed its reasonable and proper legal costs in the sum of £1,000 (One Thousand Pounds) for reviewing and approving this Deed and the Monitoring Fee
- (c) Not to dispose of to any person or occupy or allow any person to be a Residential Occupier of any Residential Unit to be created as part 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 that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Resident's Parking Permit to park a Motor Vehicle in any Resident's Parking Bay or other place within a CPZ 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

Mortgagee's Consent

5. The Mortgagee 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 Mortgage PROVIDED ALWAYS THAT the Mortgagee shall not have any liability under this Deed unless and until it takes possession of the Property

Notices

6. Any notice to be given under or in connection with this Deed shall be in writing and shall either be delivered personally or sent by post, which for the purposes of this Deed shall not include e-mail and shall be addressed as provided in clause 8.
 - 6.1 Where sent by post, the notice or communication shall be sent by registered post or such other form of postage which requires a signature upon delivery and any other form of postage shall not be effective for the purposes of this Deed.
 - 6.2 Any such notice communication, if so addressed, shall be deemed to have been received as follows:
 - (a) if delivered by hand, upon delivery at the relevant address except that where any such notice or other communication is delivered by hand after 4:00 p.m. such notice or other communication shall be deemed to be received at 9:00 a.m. on the following Business Day; and
 - (b) if sent by post, at 9:00 a.m. on the second Business Day after the date of posting PROVIDED THAT if clear evidence is produced by the recipient that the notice or communication was delivered after the second Business Day following its posting, then the date of delivery shall be the actual date of delivery; and
 - (c) if sent by email shall be deemed served upon the earlier of an automated or actual acknowledgement by the receiving party or at 9:00 a.m. on the second Business Day after the date of emailing PROVIDED THAT if clear evidence is produced by the intended recipient that the notice was not duly served due to a network outage or other significant technical reason that prevented electronic service then service shall not have been effected.
 - 6.3 Subject to Clause 5.4, the relevant address and the reference of each party are as follows:

For the Council:

Address: To the address stated at the start of this Deed or the relevant Civic Office from time to time where the Council no longer occupies this address

Relevant addressee: Head of Development Management

Reference: 20/3483/FUL

For the Owner:

Address: To the addresses stated at the start of this Deed

Relevant addressee: Martin Tynan

Reference: 20/3483/FUL

- 6.4 A Party may give notice of the change to its name, address, or relevant addressee for the purposes of this Clause 6 provided that such notification shall only be effective on:
- (a) the date specified in the notification as the date on which the changes to take place; or
 - (b) if no date is specified or the date specified is less than 5 (five) clear Business Days after the date on which notice is received or deemed to be received, the 5th (fifth) Business Day after notice of any such changes given.

Interpretation

7. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (a) Nothing contained in this Deed constitutes planning permission
- (b) 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" and "the Owner" shall include their respective successors in title and assignees and in the case of the Council shall include reference to any successor body exercising any of the powers currently vested in the Council in relation to this Deed.
- (g) The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- (h) Words including the singular meaning where the context so admits include the plural meaning and vice versa
- (i) Nothing in this Deed shall prohibit or limit the right to develop any part of the Appeal Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

Local land charge provisions

- (j) This Deed is a Local Land Charge registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (k) 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 including for the avoidance of doubt any modification, amendment, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

Variations

- (l) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation
- (m) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73

of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation or expiry of planning permission

- (o) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of the Bank of England from the date such sums were received by the Council until the date of repayment
- (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, the Owner or the Mortgagee if the Implementation Date has not taken place within 3 years of the date of the Planning Permission.

Waivers not to be of a continuing nature

- (q) 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

- (r) 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 interest in the Property)
- (s) The obligations under this Deed shall not be enforceable against any statutory undertaker or public authority which acquires any part of the Property or an interest in it for the purposes of its statutory undertaking or

functions and including provision of electricity, gas, water, drainage, telecommunications, public transport to, within or from the Property.

Contracts (Rights of Third Parties) Act 1999

- (t) 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

Interest on Late Payments

- (u) If any payment due to the Council under this Deed is paid late, interest will be payable at 4% above the base lending rate of the Bank of England Base Rate (calculated from time to time) to be calculated from the date payment is due to the date of payment is made

Delivery

- (v) The provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this document has been dated.

IN WITNESS whereof with the intent that these presents should be executed as a DEED the Owner and the Mortgagee have duly executed the same the day and year first before written

Executed as a deed by **CARLFORD**

PROPERTIES LIMITED acting by:

Director: MARTIN TYNAN

in the presence of:

Witness Signature:

Witness Name: BENJAMIN MATHEW

Address:

Occupation: SOLICITOR

Executed as a deed by **REFLEX**

BRIDGING LIMITED acting by:

Director:

in the presence of:

Witness Signature:

Witness Name: JAMES SCHALLER

Address:

Occupation: ANALYST