

do not date

THIS DEED OF AGREEMENT is made the ^{twelve} ~~eleven~~ 11th day of *June* two thousand and ~~eleven~~ ^{twelve} **BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council") of the first part and **USHABEN HIMANSHU PATEL** of 30 Broad Street Teddington Middlesex TW11 8RF ("the Owner") of the second part and **NATIONAL WESTMINSTER BANK PLC** of Sheffield Securities Centre P.O. Box 502 2nd and 3rd Floors 42 High Street Sheffield S1 2YW ("the Mortgagee") of the third part *whose registered office is at 135 Bishopsgate, London EC 2M 3UR and whose address for service is Credit Documentation, P.O. Box 339 Manchester M60 2AH*

INTERPRETATION

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

- | | |
|----------------------------|--|
| "the 1990 Act" | the Town & Country Planning Act 1990 |
| "the 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 |
| "the Development" | the development described in the Planning Application |
| "the Health Contribution" | the sum of One thousand and thirty-nine pounds twenty-nine pence (£1,039.29) Indexed |
| "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 3 rd August 2009 and A represents the value of the same index as at the date of payment of the relevant contribution to the Council |
| "Material Start" | 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 |
| "Monitoring Fee" | the sum of Six hundred and fifty-six pounds sixty-nine pence (£ 656.69) being 5% of the total amount of the Contributions |
| "the Planning Application" | a planning application submitted on the 19 th February 2009 bearing reference number 09/0382/FUL for a loft conversion with dormer two storey rear extension and conversion into 6 studios and 1no.two bedroom flat with bicycle parking at the Property |
| "the Play Contribution" | the sum of Four thousand nine hundred and thirty-four pounds sixty pence (£4,934.60) Indexed |

"the Property"	land and property at 30 Broad Street Teddington Middlesex TW11 8RF hatched black on the plan attached hereto
"the Transport Contribution"	the sum of Seven thousand one hundred and sixty pounds (£7,160.00) Indexed
"UDP"	the Richmond upon Thames Unitary Development Plan: First Review 2005

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(9) 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 MX271960 as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of a charge over the Property
- (3) On the 3rd August 2009 the DCM resolved to grant the Planning Permission subject to the prior completion of an agreement under Section 106 of the 1990 Act to secure financial contributions towards health play and transport within the Council's administrative area
- (4) Policy CCE4 of the UDP provides that the Council will cooperate with the NHS commissioners and providers to improve health services for local residents and the Planning Obligations Strategy adopted 6 June 2005 and modified in January 2007 provides that planning can ensure the provision of primary care facilities as part of new residential and commercial developments (including through Section 106 agreements) (Policy 3.85 of the London Plan)
- (5) Policy IMP3 provides that where it is necessary make a proposal acceptable in planning terms the Council will seek the provision of planning advantages appropriate to the site and commensurate to the scale and nature of the development including the provision of facilities for public use such as recreation and community uses which help meet site or other Plan objectives
- (6) Policies IMP3 and TRN2 of the UDP provide that the Council will only permit new development where it can be demonstrated that the transport infrastructure can accommodate it and will seek in appropriate cases planning advantages appropriate to the site and commensurate to the scale of development
- (7) The Council's Planning Obligations Strategy adopted as Supplementary Planning Guidance in June 2005 and modified in January 2007 outlines and clarifies the Council's current approach, policies and procedures in respect of planning obligations



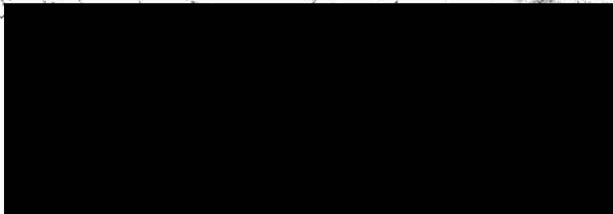
LONDON, Borough of Greenwich upon Thames

CORSHILL ROAD

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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 receipt of a copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council
2. THE Council hereby COVENANTS with the Owner:-
 - (a) to accept the Owner's covenant contained in Clause 3 hereunder
 - (b) to use the Health Contribution paid to it pursuant to Clause 3 of this Deed for the provision of and improvements to health facilities within its administrative area
 - (c) to use the Play Contribution paid to pursuant to Clause 3 of this Deed for the provision of children's play facilities within its administrative area
 - (d) to use the Transport Contribution paid to it pursuant to Clause 3 of this Deed for the provision of transport improvements within its administrative area
3. THE Owner hereby COVENANTS with the Council:-
 - (a) to pay to the Council the Health Contribution, the Play Contribution, the Transport Contribution and the Monitoring Fee within one (1) year of a Material Start
 - (b) to give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before making a Material Start
 - (c) on the date hereof to pay the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of four hundred pounds (£400)
4. 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
5. 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" and "the Mortgagee" 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 the Mortgagee 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 Mortgagee 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
- (k) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

- (m) 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

- (n) 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 owners and release of former owners

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

- (p) 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 Mortgagee

Release

- (q) 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 a Material Start 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

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 is not paid to the Council within one year from a Material Start, then interest shall be paid on such contribution at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the contribution became due to the date of actual payment

Indemnity for Mortgagee

- (u) notwithstanding the terms contained herein the Mortgagee 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

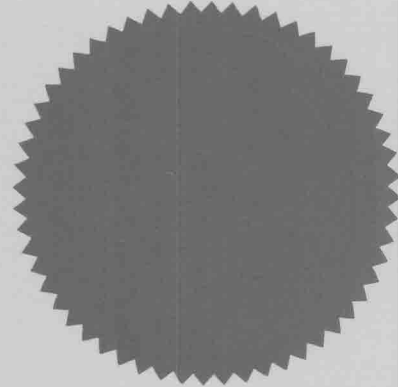
IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF RICHMOND UPON)
THAMES was hereunto affixed in the)
presence of:-)

[Redacted]

Authorised Officer

Seal Reg. No. 2026/03



EXECUTED BY the said USHABEN)
HIMANSHU PATEL in the presence of:)

[Redacted]

u H P

witness name:

MURUND (MURUND)

Address:

[Redacted]

Occupation:

Self-employed

THE COMMON SEAL OF NATIONAL)
WESTMINSTER BANK PLC was)
hereunto affixed in the presence of:)

Director

Secretary

Signed and Delivered as a deed)
For and on behalf of)
National Westminster Bank Plc)
By a duly authorised Attorney)

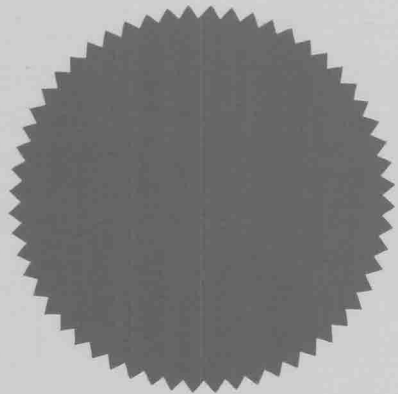
[Redacted]

In the presence of CHOEYL BOOTH

[Redacted]

Witness' Signature-Bank employee

MALTYN REEMAN, DOCUMENTOR
CREDIT DOCUMENTATION
REF:



Dated 11th June

2011

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

-and-

USHABEN HIMANSHU PATEL

and

NATIONAL WESTMINSTER BANK PLC

DEED OF AGREEMENT
made under Section 106 of the
Town & Country Planning Act 1990
relating to
30 Broad Street Teddington TW11 8RF

Head of Legal & Electoral Services
London Borough of Richmond upon Thames
Civic Centre
44 York Street
Twickenham
TW1 3BZ

Ref. L /AB 8285

