DATE 2010

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

LEICESTERSHIRE COUNTY COUNCIL

- and -

MR. & MRS. S.S. SADHRA

- and -

SVENSKA HANDELSBANKEN AB (PUBL)

PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to the development of land
at
1 Trinity Vicarage Road Hinckley Leicestershire LE10 0BU

Hinckley and Bosworth Borough Council
Council Offices
Argents Mead
Hinckley
Leicestershire LE10 1BZ

THIS AGREEMENT is made the day of 2010

BETWEEN

(1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Council Offices Argents Mead Hinckley LE10 1BZ ("the Borough Council")

(2) LEICESTERSHIRE COUNTY COUNCIL of County Hall Glenfield Leicestershire LE3 8RJ ("the County Council")

(3) SUKHBER SINGH SADHRA and RAJBINDER KAUR SADHRA of Ratcliffe Mill Broome Lane Ratcliffe on the Wreake Leicestershire LE7 4SB ("the Owner")

(4) SVENSKA HANDELSBANKEN AB (PUBL) (incorporated in Sweden) of Trinity Tower 9Thomas More Street London E1W 1WY ("the Mortgagee")

RECITALS

1. The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated
2. The County Council is a Local Planning Authority and the Local Education Authority for the area within which the Land is situate
3. The Owner is the owner in fee simple in possession free from encumbrances of the Land
4. The Mortgagee is mortgagee of the Land under a legal mortgage dated 25th July 2008 and made between the Owner and the Mortgagee
5. The Owner has applied to the Borough Council for planning permission to carry out the Development
6. To facilitate the Development the Borough Council require the payment of the Civic Amenity Contribution and the Library Facilities Contribution
7. The Borough Council has resolved to grant planning permission for the Development subject to conditions and subject to the making of this Agreement without which planning permission for the development would not have been granted

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings unless the context requires otherwise:-

"Planning Act"	the Town and Country Planning Act 1990 (as amended)
"Civic Amenity Contribution"	the sum of Forty Five pounds 19p (£45.19) multiplied by the total number of dwellings which may be authorised pursuant to the Planning Permission and the approval of reserved matters thereunder (provided that such number of dwellings so authorised exceeds nine) as a contribution towards the cost of the provision and/or improvement and maintenance of the civic amenity site at Barwell
"Commencement of Development"	shall mean the time when the development is initiated or begun by carrying out any of the operations specified in Section 56(4) (a) (b) (c) or (d) of the Planning Act (other than works of demolition site clearance and fencing survey soil tests or archaeology tests) and "commence" or "commenced" shall mutatis mutandis be construed accordingly
"Development"	residential development of the Land pursuant to the Planning Permission
"Library Facilities Contribution"	the sum of Four Hundred and Ninety Pounds (£490.00) as a contribution towards the cost of the provision and enhancement of library facilities at libraries which would ordinarily be

	expected to be attended by residents of the Development
"Occupation"	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include (i) daytime occupation by workmen involved in the erection of any part of the Development; or (ii) the use of any dwelling houses for the marketing of the Development; or (iii) the storage of plant and materials and "occupy" and "occupied" shall be constructed accordingly]
"the Land"	the Land as described in the Schedule hereto
"Plan"	the plan annexed hereto
"Planning Application"	the Planning Application made by the Owner to the Borough Council on 31st March 2010 reference number 10/0240/EXT for detailed planning permission for the Development.
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application for the Development subject to conditions.

1.2 In this Agreement

1.2.1 Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include corporations and vice versa unless the contrary is expressly provided or the context otherwise requires.

1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall

include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in such land or the part thereof in respect of which such breach occurs.

1.2.3 Any reference to a numbered clause or sub-clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause or a Schedule to this Agreement.

1.2.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force.

1.2.5 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof.

1.2.6 The expressions "the Borough Council" "the County Council" "the Owner" and "the Mortgagee" shall where the context so admits include their respective successors and assigns.

12.7 No failure or delay by the Borough Council or the County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right or power of the relevant Council.

2. STATUTORY BASIS

This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owner in this Deed bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the owners interests or a part thereof in the Land)

3. PLANNING OBLIGATION

3.1 Each covenant by the Owners contained herein is a planning obligation for the purpose of Section 106 of the Planning Act and enforceable by the Borough Council

3.2 The covenant contained in clause 4.1.1 is also enforceable by the County Council.

4. THE OWNERS COVENANTS

No Development shall commence until the greater of the Civic Amenity Contribution or the Library Facilities Contribution has been paid to the County Council and such greater sum shall be paid to the County Council before Development commences

5 THE COUNTY COUNCIL'S COVENANTS

5.1 The County Council covenants with the Owner to apply the Library Facilities Contribution towards the provision and enhancement of library facilities at libraries which would ordinarily be expected to be attended by residents of the Development

5.3 The County Council covenants with the Owner to apply the Civic Amenities Contribution towards the provision and/or improvement and maintenance of civic amenity site at Barwell

5.4 If part of the Civic Amenities Contribution or the Library Facilities Contribution has been used by the Borough Council within five years of the date of payment that part of the provision sum which has not been used shall be repaid by the Borough Council to the payer on written demand

6. GENERAL

6.1 This Agreement is a local land charge and shall be registered as such

6.2 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

6.3 Any notice agreement consent or approval to be given under the terms of this Agreement shall be in writing and sent by ordinary post and:-

6.3.1 in the case of the Borough Council be addressed to the Planning Office, Council Offices, Argents Mead, Hinckley, Leicestershire, LE10 1BZ; and

6.3.2 in the case of the County Council be addressed to the County Solicitor County Hall Glenfield Leicester LE3 8RA

6.3.3 in the case of the Owner shall be sent by ordinary post to its registered office or the Owner's address above or such other address as it shall provide in this regard.

6.4 The Owner shall notify the Borough Council and the County Council within 14 days of such commencement of the Commencement of the Development [and within 14 days of such occupation of the first occupation of the Development].

6.5 The Mortgagee consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the proposed development. The Mortgagee shall only be liable for any breach of this Agreement if it has itself caused the breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach although for the avoidance of doubt any of its successors in title shall be so liable

6.6 If the Planning Permission expires is revoked or otherwise ceases to exist before the Commencement of Development this Agreement will cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement.

6.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title.

6.8 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 after the date of this Agreement.

6.9 The Borough Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

6.10 The Owner shall pay the Borough Council's and the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement.

IN WITNESS THE Borough Council the County Council the Owner and the Mortgagee have executed this Agreement as a Deed on the day and year first before written.

THE SCHEDULE

The Land

1 Trinity Vicarage Road Hinckley Leicestershire LE10 0BU and shown for identification edged red on the Plan

THE COMMON SEAL of HINCKLEY)
AND BOSWORTH BOROUGH COUNCIL)
was hereunto affixed in the presence of:-)

Authorised Officer

THE COMMON SEAL of LEICESTERSHIRE)
COUNTY COUNCIL was hereunto affixed in)
the presence of:-)

Authorised Officer

SIGNED AS A DEED by SUKHBER SINGH)
SADHRA and RAJBINDER KAUR SADHRA)
in the presence of:-)

EXCUTED by SVENSKA HANDELSBANKEN)
AB (PUBL) in the presence of:-)