THIS AGREEMENT is made the 28 day of APRIL 2011

BETWEEN

(1) SUKHBIR SINGH JOHAL of 15 Knighton Grange Road Oadby Leicestershire, MANDEEP KLER of 95 Gartree Road, Oadby, Leicester, HARVINDER SINGH JOHAL of 18 Knighton Grange Road Oadby Leicestershire and MANJEET KLER of 91 Gartree Road Oadby Leicestershire and GURMEJ KAUR KLER of 95 Gartree Road, Oadby, Leicester ("the Owner")

(2) SVENSKA HANDELSBANKEN AB (Publ) (Company Registration Number FC014392) of 3 Thomas More Square London E1W 1WY ("the First Chargee")

(3) NATIONAL WESTMINSTER BANK PLC (Company Registration Number $) whose registered office is at 135 Bishopsgate, London EC2M 3UR ~~of Gateway House, 4 Penman Way, Grove Park, Enderby LE19 1SY~~ ("the Second Chargee") and whose address for service is Credit Documentation, PO Box 339 Manchester M60 2AH

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

RECITALS

A. The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Application Land is situated

B. Sukhbir Singh Johal, Mandeep Kler, Harvinder Singh Johal and Manjeet Kler are the registered proprietors with possessory title of the land within title LT303747 forming part of the Application Land and Gurmej Kaur Kler, Mandeep Singh Kler (otherwise known as Mandeep Kler) and Manjeet Singh Kler (otherwise known as Manjeet Kler) the registered proprietors with absolute title of title numbers LT103655 and LT153760 forming part of the

Application Land and all such parties are together referred to herein as the Owner

C. The Owner has applied to the Council for planning permission to carry out the Development

D. To facilitate the Development the Council require the payment of the Off-Site Open Space Contribution and the provision of the Affordable Housing Development

E. The 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

F. The First Chargee is the registered proprietor under title number LT303747 of a charge dated 21 November 2007 and made between Sukhbir Singh Johal, Mandeep Kler, Harvinder Singh Johal and Manjeet Kler and the First Chargee in relation to that part of the Application Land within title LT303747

G. The Second Chargee is the registered proprietor under title numbers LT103655 and LT153760 of a charge dated 13 January 2005 and made between Gurmej Kaur Kler and Mandeep Singh Kler (otherwise known as Mandeep Kler) and Manjeet Singh Kler (otherwise known as Manjeet Kler) and the Second Chargee

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:-

"Affordable Housing"	means housing to be made available to persons within the Borough of Hinckley and Bosworth who have a housing need and are on a low income insufficient to meet their housing need in the open market
"Affordable Housing Development"	means forty per cent of the total number of residential units to be constructed on the Application Land pursuant to the Planning Permission and comprising Rented Social Housing and Intermediate Tenure Housing in accordance with the provisions of Clause 1 of the Second Schedule hereto
"Affordable Housing Land"	means that part of the Application Land upon which the Affordable Housing Development is to be constructed
"Application Land"	means the land shown edged red on the Plan and more particularly described in the First Schedule hereto
"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"	development of the Application Land pursuant to the Planning Permission
"General Housing Units"	means a residential housing unit which is not an Affordable Housing unit
"Intermediate Tenure Housing"	means those in number of the Affordable Housing Development as is agreed as referred to in clause 1 of the Second Schedule to be constructed pursuant to the Planning Permission and transferred to a Registered Provider of Social Housing under the provisions of this Agreement as Affordable Housing for use as intermediate tenure housing
"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 house(s) for the marketing of the Development; or (iii) the storage of plant and materials and "Occupy" and "Occupied" shall be constructed accordingly
"Off-Site Open Space Contribution"	a sum in respect of the provision and/or improvement of open space in the locality of the Development such sum to be calculated by multiplying the sum of Five hundred and eighty-six pounds and eighty pence (£586.80) by the number of dwellings constructed pursuant to the Planning

	Permission and such sum being payable in lieu of the provision of Open Space within the Development
"The Plan"	the Plan annexed hereto
"Planning Act"	the Town and Country Planning Act 1990 (as amended)
"Planning Application"	the Planning Application made by the Owner to the Borough Council reference number 11/00063/OUT for outline planning permission for the Development
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application for the Development subject to conditions and including any detailed permission granted pursuant to any application for approval of reserved matters
"Registered Provider of Social Housing"	means a registered social housing provider who is listed in a register maintained by the Homes and Communities Agency (HCA) and/or the Tenant Services Authority (TSA) as defined in the Housing and Regeneration Act 2008
"Rented Social Housing"	means those in number of the Affordable Housing Development as is agreed as referred to in paragraph 1 of the Second Schedule to be constructed pursuant to the Planning Permission and transferred to the Registered Social Landlord under the provisions of this Agreement as Affordable Housing for rent

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.

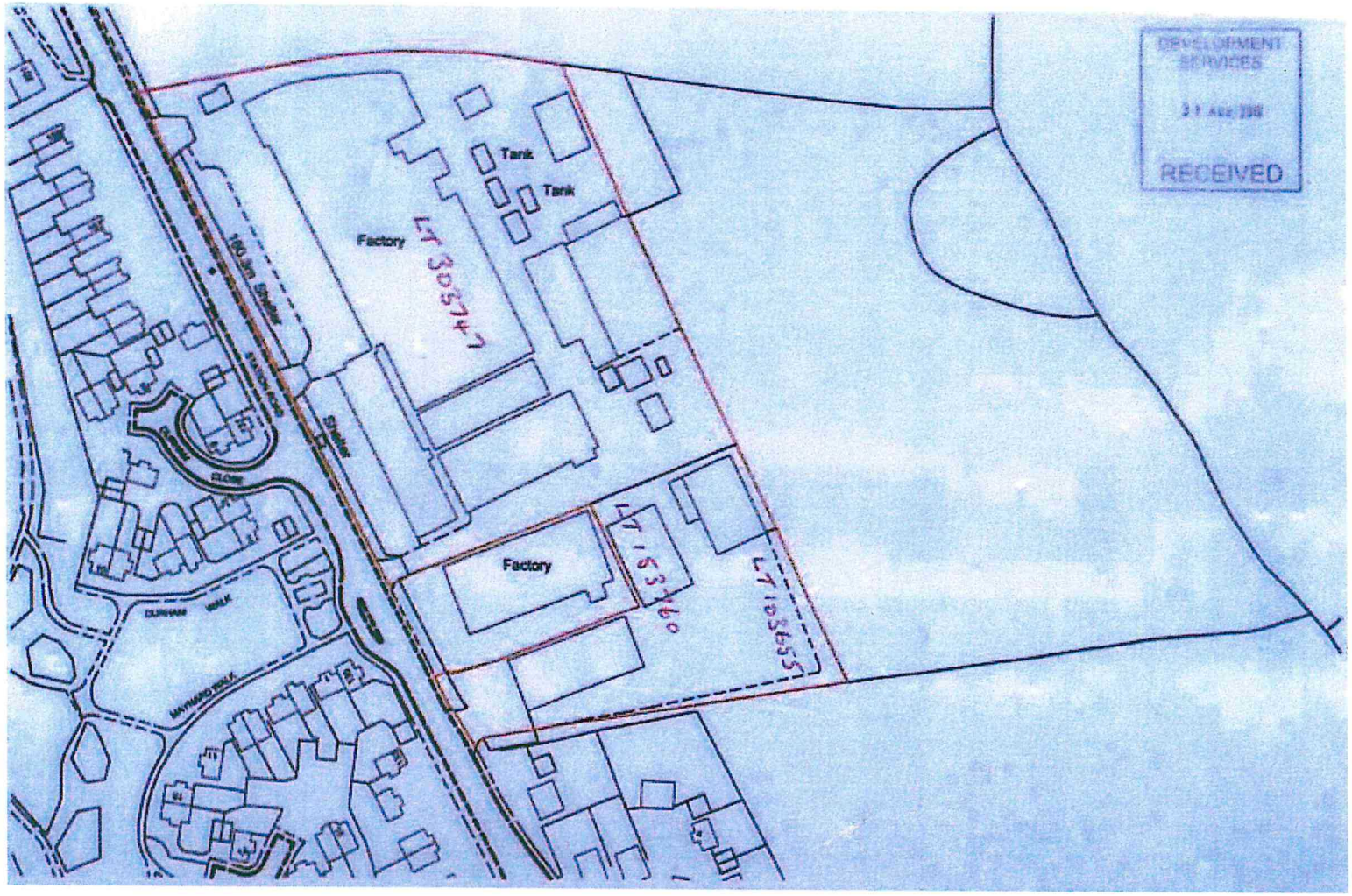
1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) 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 Council", "the Owner" and "the Chargee" shall where the context so admits include their respective successors and assigns.



DEVELOPMENT SERVICES
RECEIVED

nicol thomas

Revision	Date	Details

nicol thomas

Client:	Johal & Kler Partnership
Job:	Station Road, Bagworth

1.2.7 No failure or delay by the 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) his successors in title (being owners for the time being of the owners interests or a part thereof in the Application Land).

3. CONDITIONALITY

3.1 This Deed is conditional upon;

(i) the grant of Planning Permission; and

(ii) the Commencement of the Development

save for the provisions of Clause 7 which shall come into effect immediately upon the completion of this deed

4 PLANNING OBLIGATION

4.1 Each covenant by the Owner contained herein is a planning obligation for the purpose of Section 106 of the Act and enforceable by the Council

5. THE OWNER'S COVENANT

5.1 The Owner covenants with the Council to comply with the covenants contained in the Second Schedule in so far as those covenants relate to the respective interests in the land identified by the Title Numbers in the First Schedule and form part of the Application Land

6. THE BOROUGH COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner to comply with the obligations contained in the Third Schedule

7. GENERAL

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

7.2 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.

7.3 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:-

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

7.3.2 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.

7.3.3 in the case of the Chargee shall be sent by ordinary post to the address given in this agreement or to such other address as it shall provide in this regard

7.4 The Owner shall notify the 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 provided that failure to give such notice shall not prevent commencement of the Development occurring

7.5 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.

7.6 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.

7.7.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.

7.7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest

7.7.3 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

7.8 The 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.

7.9 The Owner shall pay the Council's legal costs in the sum of £1,200.00 in respect of the preparation and completion of this Agreement.

7.10 The First Chargee consents to Sukhbir Singh Johal, Mandeep Kler, Harvinder Singh Johal and Manjeet Kler entering into this Agreement and acknowledges that this Agreement binds the proposed Development. The First Chargee shall only be liable for any breach of the terms of this

Agreement if it has itself caused the breach whilst First Chargee 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.

For the avoidance of doubt the First Chargee shall only be responsible for any obligations under this Agreement which relate to that part of the Application Land charged to the First Chargee and not otherwise

7.11 The Second Chargee consents to Gurmej Kaur Kler and Mandeep Singh Kler (otherwise known as Mandeep Kler) and Manjeet Singh Kler (otherwise known as Manjeet Kler) entering into this Agreement and acknowledges that this Agreement binds the proposed Development. The Second Chargee shall only be liable for any breach of the terms of this Agreement if it has itself caused the breach whilst Second Chargee 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.

For the avoidance of doubt the Second Chargee shall only be responsible for any obligations under this Agreement which relate to that part of the Application Land charged to the Second Chargee and not otherwise

IN WITNESS the Council, the Owner, the First Chargee and the Second Chargee have executed this Agreement as a Deed on the day and year first before written.

THE FIRST SCHEDULE

The Application Land

Part of the land at Station Road Bagworth Leicestershire registered under title number LT303747 and land registered with title numbers LT103655 and LT153760 at HM Land Registry and shown edged red on The Plan

SECOND SCHEDULE

The Owners' Covenants to the Borough Council

1. No Development shall commence until the Owner shall have submitted to and obtained the written approval of the Council (such approval not to be unreasonably withheld or delayed) to plan(s) indicating the location of the Affordable Housing Land and the location and details of the proposed house sizes and tenure in respect of the Affordable Housing Development.

2. No Development shall commence until the greater of the Off-Site Open Space Contribution or the Off-Site Open Space Contribution adjusted in accordance with the Fourth Schedule has been paid by the Owner to the Borough Council

3. No more than 50% of the General Housing Units authorised to be constructed pursuant to the Planning Permission shall be occupied until the Owner shall have:

    1. constructed the Affordable Housing Development and
    2. transferred the freehold of the Affordable Housing Land to a Registered Provider of Social Housing along with sufficient rights and

services to enable beneficial occupation at a price agreed with the Registered Provider of Social Housing Landlord which shall enable them to let all of the Rented Social Housing to persons in need of Affordable Housing within the Borough of Hinckley and Bosworth in accordance with the terms of this Agreement

4. The Owner shall notify the Council

(a) within 14 days of such occupation of the date when 50% of the General Housing Units have been occupied pursuant to the Planning Permission

(b) within 14 days of such transfer of the date of such agreement or transfer referred to in paragraph 3 of this Schedule and the Registered Provider of Social Housing to whom the Affordable Housing Development was transferred

5.1 The Affordable Housing Land shall not be used other than for the provision of Affordable Housing

5.2 No part of the Rented Social Housing shall be used for any purpose other than for the provision of Affordable Housing for rent to persons in need of affordable housing within the Borough of Hinckley and Bosworth and being such person(s) as shall be agreed between the relevant Registered Provider of Social Housing and the Council as being persons who satisfy one of the following:

(i) Was/were born in the Parish of Bagworth and Thornton ;

(ii) Is/are residing in the Parish of Bagworth and Thornton;

(iii) Used to live in the Parish of Bagworth and Thornton but has/have been forced to move away through lack of Affordable Housing;

(iv) Is/are employed in the Parish of Bagworth and Thornton; or

(v) Has/have local connections with the Parish of Bagworth and Thornton;

(vi) Such other person(s) in the absence of (i) to (v) above as shall be agreed between the relevant Registered Social Landlord and the Council as being persons who satisfy any one of the conditions set out in (i) to (v) above within the Borough of Hinckley and Bosworth

PROVIDED THAT if within 28 days of the Registered Provider of Social Housing notifying the Deputy Chief Executive of the Council in writing of a dwelling becoming vacant no such Provider of Social Housing may let the dwelling to any person or persons who satisfy their normal letting criteria

AND FURTHER PROVIDED THAT

(i) nothing herein shall prevent the Owner from using the Affordable Housing Development for any purposes connected with the Development whilst the Owner is carrying out residential development thereof; and

(ii) nothing shall prevent the Registered Provider of Social Housing to whom the Affordable Housing Development is transferred from disposing of the Affordable Housing Development or any part thereof under Section 16 of the Housing Act 1996 and following such disposal of the freehold of any part of the Rented Accommodation such part shall be free of the covenants in this paragraph

(iii) the covenants contained in paragraph 5.2 of this schedule shall not bind:

(a) any present or future mortgagee or chargee of the Affordable Housing

(b) any receiver appointed by such mortgagee or chargee

(c) any person acquiring an interest in an Affordable Housing unit under a statutory right to buy or acquire the said Affordable Housing unit

(d) a lessee under a shared ownership lease of an Affordable Housing unit or a mortgagee or chargee of a shared ownership lease granted in respect of an Affordable Housing unit

(e) a person who has staircased under a shared ownership lease of an Affordable Housing unit to acquire the freehold of the said Affordable Housing unit or a mortgagee or chargee of such an Affordable Housing unit

(f) any person deriving title from any such person as is mentioned in (a) to (e) (inclusive) above

THIRD SCHEDULE

The Council's Covenants to the Owner

1. The Council covenants with the Owner to apply the Off-Site Open Space Contribution towards the provision of new or improvement of existing recreational facilities and open space and/or the maintenance thereof within the locality of the Development

2. If no part of the Off-Site Open Space Contribution has been used by the Council as referred to in paragraph 1 of this Schedule within five years of the date of payment the Off-Site Open Space Contribution shall be repaid by the Council to the payer

3. If part of the Off-Site Open Space Contribution has been used by the Council within five years of the date of payment then the amount of the Off-Site Open Space Contribution not so used shall be repaid by the Council to the payer on written demand

FOURTH SCHEDULE

1. In this Schedule:

"Index" means

In respect of the Off-Site Open Space Contribution the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor or if for any reason the Index shall be abolished, there shall be substituted for the purposes of this Schedule, such index of food price costs (including the altered All Items Retail Prices Index) as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in the costs of living; and

"Base Index Date" means the date of the grant of planning permission.

"Base Index Figure" means the figure published in respect of the Index immediately prior to the Base Index Date

"Final Index Figure" means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the Off-Site Open Space Contribution are paid

2. The Off-Site Open Space Contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to

the following formula:-

Increased Sum $\frac{A \times C}{B}$

Where: "A" equals the Off-Site Open Space Contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

4. If any substitution for the said All Items Retail Prices Index or the BCIS, or any index previously substituted therefor shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the All Items Retail Prices Index or the BCIS or any index previously substituted therefor on the other hand

SIGNED as a DEED)
by the said SUKHBIR SINGH JOHAL)
in the presence of:

Witness signature .....

Witness name .....

Witness address .....

.....

Witness occupation .....

SIGNED as a DEED)
by the said MANDEEP KLER)
in the presence of:
Witness signature .....
Witness name .....
Witness address .....

.....

Witness occupation .....

SIGNED as a DEED)
by the said HARVINDER SINGH JOHAL)
in the presence of:
Witness signature .....
Witness name .....
Witness address .....

.....

Witness occupation .....

SIGNED as a DEED)
by the said MANJEET KLER)
in the presence of:
Witness signature .....
Witness name .....
Witness address .....

.....

Witness occupation .....

SIGNED as a DEED)
by the said GURMEJ KAUR KLER)
in the presence of:
Witness signature .....
Witness name .....
Witness address ..... as above

.....

Witness occupation .....

EXECUTED as a DEED by)
SVENSKA HANDELSBANKEN AB (Publ))
acting by:-)

.....

Authorised signatory

.....

Authorised signatory

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

MARTYN FREEMAN
DOCUMENTOR
CREDIT DOCUMENTATI
1206813/M06

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK PLC)
acting by:-)

In the presence of GORDON CRITTEN

Witness' Signature-Bank employee

Director .....

Director .....

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

Authorised Officer

Ss/legal/agreements/s106/2010/stationrdbagworthnov10

11000