DATED **2**

11TH JULY, 2011
1) xxxxxxxxxxxxxxxxxxxxxxxxxx
TQS PROPERTY CO LTD
and

Lloyds TSB Bank
(2) xxxxxxxxxxxxxxBANK PLC

and

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL

UNILATERAL UNDERTAKING

pursuant to s106 Town and Country Planning Act 1990
relating to residential development at
1-3 Regent Street, Hinckley, LE10 0AZ

HINCKLEY AND BOSWORTH BOROUGH COUNCIL
COUNCIL OFFICES
ARGENTS MEAD
HINCKLEY
LEICESTERSHIRE

THIS DEED OF UNDERTAKING is dated 11TH JULY, 2011 2010

and is given by

T.G.S. PROPERTY CO. LTD, 50 DYSART WAY LEICESTER LE1 2JY

(1) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx("The Owner")

(2) xxxxxxxxxxxxxxxxxxxxxxxBANK PLC of xxxxxxxxxxxxxx("The Mortgagee")

to

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL of Council Offices, Argents Mead, Hinckley, Leicestershire LE10 1BZ ("The Council")

BACKGROUND

(A) The Council is the local planning authority for the purposes of the 1990 Act for the Site

(B) The Owner owns the freehold of the Site LT139199 LT239970

[(C) The Mortgagee is mortgagee of the Application Land under a legal mortgage dated xxxxxxxxxxx and made between the Owner and the Mortgagee]

(D) The Owner has submitted the Planning Application to the Council and the Council has resolved to grant the Permission subject to conditions on completion and delivery of this Undertaking without which planning permission would not be granted

1. DEFINITIONS

In this deed the following words and phrases have the meanings shown opposite:

1990 Act	the Town and Country Planning Act 1990 (as amended)
Commencement of Development	the commencement of the Development by the carrying out of any of the operations specified in Section 56 (4) of the 1990 Act save that for the purposes of this deed the term is not to include operations in connection with site clearance, demolition, archaeological investigation, for the purposes of assessing contamination, remedial action in respect of any contamination, or of assessing the need for any diversion and laying of services and the erection of means of enclosure for the purposes of site security and / or the display of advertisements
the Development	the development of the Site in accordance with the Permission.

[Occupation	means the date on which a dwelling constructed pursuant to the Permission first becomes physically occupied other than fitting out and decoration purposes and will not include use for show purposes and the words Occupied and Occupation shall be construed accordingly [NB the use of this clause will depend on whether the trigger point for payment of the open space contribution is the first occupation. See also the alternative covenant in Clause 4]]
Off-Site Open Space Contribution	the sum of £ 5003.20 towards the provision and/or improvement of open space in the vicinity of the Development in lieu of the provision of open space within the Development
the Plan	the plan annexed
the Planning Application	the application for planning permission under Council reference number 11/00335/FUL for residential development.
the Permission	the planning permission proposed to be granted in the form and subject to the conditions annexed or other conditions notified to the Council as accepted by the Owner for the purposes of this deed of obligation
the Site	the land the subject of the Planning Application shown on the Plan for the purposes of identification only outlined red and included within title number xxxxxxxxx LT139199 LT239970

2. FORMAL PROVISIONS

This undertaking :

2.1 is given by the Owner to the Council

2.2 is given pursuant to and for the purposes of Section 106 of the 1990 Act

2.3 is given with the intent to bind the Owner's freehold interest in the Site and his successors in title and any person claiming an interest in the Site or any part of the Site through or under him as if that person had been an original covenanting party in respect of the interest held by him

PROVIDED ALWAYS that this Undertaking shall not bind any person or persons after they have disposed of all or the relevant part of their interest in the Site but without prejudice to the liability of any such person for any subsisting breach of this Undertaking prior to parting with such interest

2.4 is enforceable by the Council as the Local Planning Authority

2.5 is executed by the Owner as a deed.

2.6 is a planning obligation for the purposes of section 106 of the 1990 Act

3. CONDITIONS PRECEDENT

The covenant by the Owner in clause 4 is conditional and shall not take effect until the later of the following two dates:-

3.1 the date written notification of the Permission is issued; and

3.2 the date of Commencement of the Development

3.3 but if the Permission is at any time revoked before Commencement of the Development then the covenants on the part of the Owner will cease to have effect.

[4. MORTGAGEE'S CONSENT

4.1 The Mortgagee consents to the Owner entering into this undertaking and acknowledges that it binds the proposed development provided that the Mortgagee shall not be liable for any pre-existing breach]

5. OWNER'S COVENANT

[5.1 **No dwellings authorised to be constructed by the permission shall be Occupied until the Off-Site Open Space Contribution has been paid by the Owner to the Council] or**

[5.2 No Development shall commence unless and until the off-site open space contribution has been paid by the Owner to the Council]

6. DECLARATIONS

The Owner declares

6.1 for the purposes of avoiding doubt, nothing in this deed is intended to prohibit or restrict or limit the right of any person to develop the Site in accordance with any planning permission (other than the Permission) granted after the date of this deed

6.2 this deed is a Local Land Charge and shall be registered as such.

6.3 Obligations and exaltations of a party comprising more than one person and obligations of such persons jointly and ancillary provided that no person shall be liable in respect of any

breach 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

Executed as a Deed by the Owner and the Mortgagee on the date stated at the beginning of it.

Executed as a Deed by
xxxxxxxxxxxxxxxxxxxx
in the presence of:

[redacted] (MR T.S Gill) DIRECTOR

XTGS PROPERTY LO LTD

MR. K. Singh

Kewal Singh

MR. B Singh

[redacted]

WITNESS

WITNESS'S SIGNATURE [redacted]

Name KMC Consultancy

Address [redacted]

225 Walford Road
Leicester, LE2 6BH

THE COMMON SEAL OF xxxxxxxxxxxxx BANK
was hereunto affixed in the presence of