

registered as the Registered Proprietor with absolute leasehold title at H.M. Land Registry in respect of the Property

- (5) By an Underlease dated the 8th October 1997 the Underlessee is entitled to be registered as the Registered Proprietor with absolute leasehold title at HM Land Registry in respect of the Property
- (6) CARKEEK LIMITED on behalf of the Owner has by planning application number 1513/97 registered on the 10th day of November One thousand nine hundred and ninety seven made an application (hereinafter called "the Application") to the Council for permission to develop the Property by enabling flats to be occupied by persons aged 50 years or over, compared with an original restriction to 60 years and over and the formation of two additional car parking spaces hereinafter called "the Development") as described in the Application
- (7) The Council is minded to grant planning permission for the Development applied for subject to the conditions contained in the draft planning permission attached hereto ("the Planning Permission") and PROVIDED that the Owner and the Head Lessee covenant in manner hereinafter appearing

NOW THIS DEED W I T N E S S E T H as follows:-

1. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that:
 - (a) This Deed is made pursuant to the provisions of S106 of the Act and the covenants and obligations herein contained shall be planning obligations for the purpose of that section
 - (b) Nothing in this Deed is or amounts to or shall be construed as planning permission or approval

- (c) The County Court in whose district the Property is situate shall have jurisdiction
 - (i) over any disputes arising out of this Deed
 - (ii) over the enforcement of the provisions of this Deed irrespective of the nature of the relief or remedy sought

AND the Head of Legal Practice of the Council is hereby authorised to sign on behalf of the Owner and the Head Lessee any memorandum required for the purposes of Section 18 of the County Courts Act 1984

2. The Owner and the Head Lessee and Underlessee with intent to bind the Property into whosoever hands the same may come (but subject to clause 6) hereby (jointly and severally) covenant(s) with the Council and their successors that the Owner and the Head Lessee and Underlessee
 - (a) will observe and perform to the satisfaction of the Council the requirements obligations and conditions contained in the Schedule hereto
 - (b) will forthwith do any act or thing required by the Council to remedy any breach of such requirements and conditions
3. The Mortgagee on behalf of itself its successors in title (but subject to Clause 6) hereby agree that the Property shall be burdened by and be subject to the covenants and conditions restrictions and obligations contained or referred to herein
4. The Underlessee shall pay on the date hereof the reasonable legal costs of the Council in connection with the completion of this Deed
5. The contents of this Deed shall be registered as a Local Land Charge pursuant to S106(11) of the Act
6. No person shall be liable for any breach or non-performance of the covenants

restrictions or obligations contained in this Agreement after it has parted with its interest in the Property

7. If the Planning Permission is quashed or is revoked or otherwise withdrawn or is not granted or if Planning Permission is granted for development operations or user in respect of the Property that is incompatible with the Planning Permission this Agreement shall immediately determine and cease to have any effect in respect of the Property or any part thereof

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE SCHEDULE

Obligations of the Owner and the Head Lessee and the Underlessee

1. To ensure that save with the prior approval of the Council occupation of the flats forming the Development (other than the wardens flat) is limited to persons of the following ages:
 - 1) As to 14 one bedroomed flats to persons of not less than 50 years
 - 2) As to the remaining 23 flats (save as provided in paragraph 2 hereof) to persons of not less than 60 years in either case together with a husband wife or companion of such a person residing with him or her or a widow or widower of such person or such other person as may be approved by the Council
2. To provide accommodation in the form of 2 of the two bedroomed flats as residence for the following families (if they will accept leases or tenancies of the same)
 - 1) Mr and Mrs Runaghan of 14 Cromwell Road St Judes Plymouth PL4 9QP
 - 2) Mr and Mrs Westlake of 38 Sutton Court George Street Mount Wise
Plymouth PL1 4NZ
3. The Development shall only be used in accordance with a Housing Scheme by a registered Social Landlord registered as such under Section 3 of the Housing Act 1996