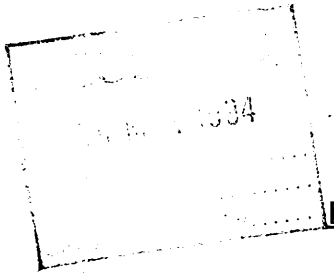


DATED

8th April

1994

EASTLEIGH BOROUGH COUNCIL

- and -

DELSYS PROPERTY HOLDINGS LIMITED

- and -

LLOYDS BANK PLCAGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to Maidenstone Heath Blundells Lane Bursledon in Hampshire

N R Smith
Borough Secretary and Solicitor
Civic Offices
Leigh Road
Eastleigh
Hampshire
SO5 4YN
PD/6/13/241
PD/DELSYS

THIS AGREEMENT is made the *eightth* day of *April* One thousand nine hundred and ninety four BETWEEN EASTLEIGH BOROUGH COUNCIL of Civic Offices Leigh Road Eastleigh Hampshire SO5 4YN ("the Council") of the first part DELSYS PROPERTY HOLDINGS LIMITED whose registered office is situate at Lansdowne House Castle Lane Southampton S09 4FD ("the Owner") of the second part and LLOYDS BANK PLC whose registered office is 71 Lombard Street London EC3P 3BS and whose address for service is at their branch at 1 Victoria Road Woolston Southampton S09 3LF ("the Mortgagee") of the third part

WHEREAS :-

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the 1990 Act") for the Borough of Eastleigh within which the land at Maidenstone Heath Blundells Lane Bursledon shown edged red on the plan attached hereto (hereinafter called "the Site") and the building forming part of the Site and shown coloured blue on the plan (hereinafter called "the building") are situate
2. The Owner is the registered proprietor of the Site with title absolute under Title Number HP308731 subject to a Charge dated 11th March 1993 in favour of the Mortgagee and registered on the 2nd April 1992 as Entry Numbers 5 and 6 in the Charges Register of the said Title Number HP308731
3. By written application dated the 20th day of May 1993 and numbered C/18838/15 the Owner applied to the Council for (outline) planning permission to develop the site by the change of use from a rest home to a private residence with ancillary office accommodation ("the Development")
4. The Council is satisfied that the Development is such as may be approved under the 1990 Act subject however to conditions and to the Owner and the Mortgagee entering into this Agreement

NOW THIS DEED WITNESSETH:-

1. THIS Agreement is made in pursuance of:-

- (1) Section 106 of the 1990 Act and for the purpose of the said Section:-
 - (a) The undertakings stipulations and covenants of the Owner herein contained are planning obligations
 - (b) The Council is the Local Planning Authority by whom the obligations are enforceable
- (2) Section 111 of the Local Government Act 1972 and all other enabling powers
2. THE covenants of the Owner under this Agreement shall take effect only if and when planning permission for the Development is granted
3. THE Owner hereby covenants with the Council as follows:
 - (1) Not to use the building or any part of it except as a private dwellinghouse ancillary to the use of the property as a private dwellinghouse with office accommodation only
 - (2) Not to dispose of or create a legal estate in the building (other than by way of a tenancy for a term of less than 21 years) except contemporaneously therewith a disposal of or creation of a legal estate in the Site
4. THE Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date hereof the Site shall be bound by the restrictions and obligations contained therein
5. THE Owner hereby agrees to pay the Council's reasonable costs together with all disbursements stamp duties and Land Registry fees incurred in connection with the preparation completion and registration of this Agreement
6. THE parties hereto hereby agree that this Agreement shall supersede an Agreement dated 26th June 1990 and made between the Council (1) Robin Anthony Pauc and Marianne Elisabeth Pauc (2) National Westminster Bank Plc (3) which shall no longer have any force or effect and the parties hereby apply to the Chief Land Registrar to remove Entry Number 4 from the Charges Register to the said Title Number HP308731

HP 308731

PLANNING SURVEY
REFERENCE

SU 4909

SU 4910

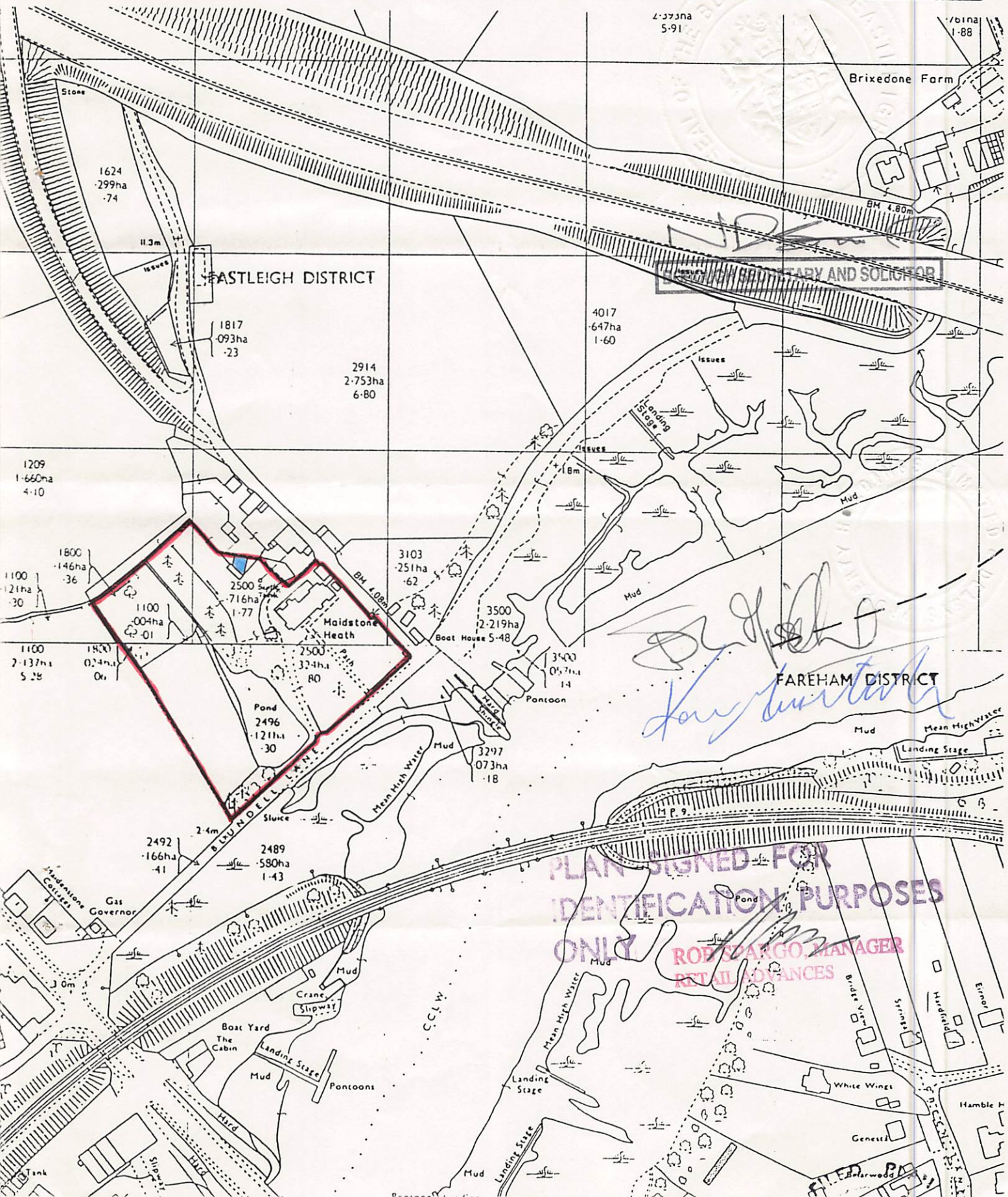
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COUNTY HAMPSHIRE

DISTRICT

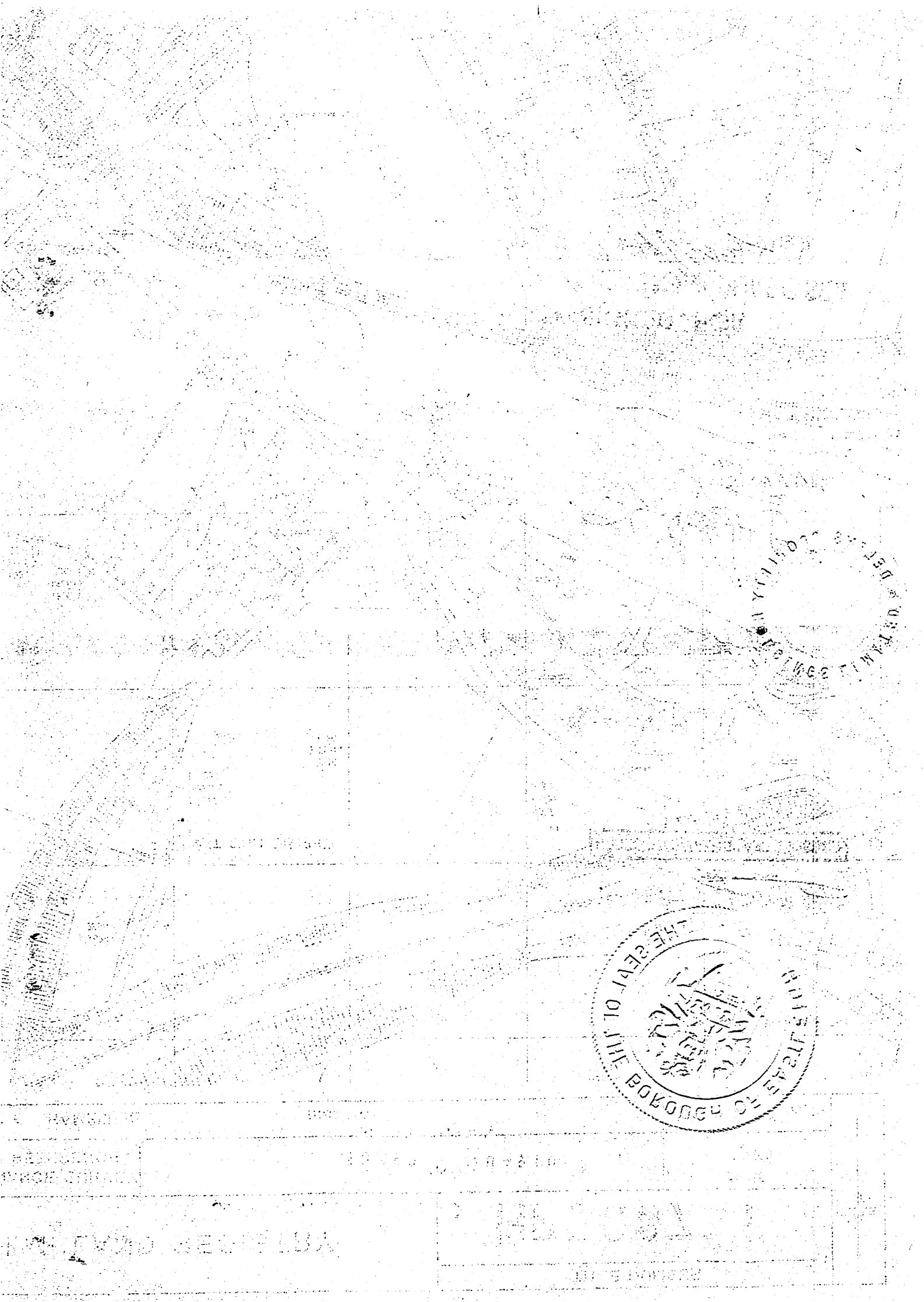
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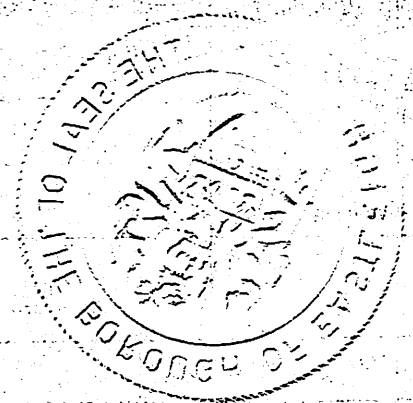
PLANNING SURVEY AND SOLICITOR

[Handwritten signature]
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PLAN SIGNED FOR
 IDENTIFICATION PURPOSES
 ONLY
 ROE SPARGO, MANAGER
 RETAIL ADVANCES



DEFENSE DEPARTMENT
OFFICIAL MAIL



RECEIVED
OFFICE OF THE SECRETARY

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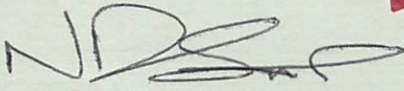
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7. THE expressions the Council the Owner and the Mortgagee shall include their respective successors in title and assigns and this Agreement shall operate so as to bind each and every part of the Site into whosoever hands the same shall come and shall enure for the benefit of the Council

IN WITNESS whereof the Council the Owner and the Mortgagee have hereunto caused their respective Common Seals to be set the day and year first before written

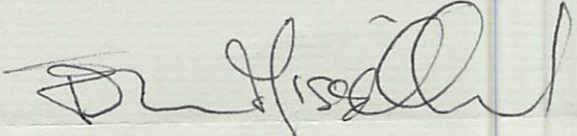
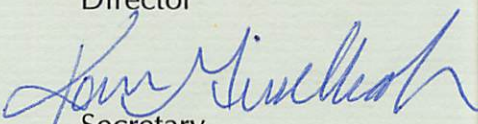
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL was hereunto)
affixed in the presence of:)




Borough Secretary and Solicitor

THE COMMON SEAL of DELSYS)
PROPERTY HOLDINGS LIMITED)
was hereunto affixed in the)
presence of:)




Director

Secretary

Robert Charles Spargo

ROBERT CHARLES SPARGO

MANAGER, ADVANCES

SIGNED BY

as am attorney for and on behalf)
of LLOYDS BANK PLC in the)
presence of:)

[Signature]

Lloyds Bank Plc
South West R.E.O.
Black Horse House
Deane Gate Avenue
Barnston TA1 2UF

