

3751

BR+97-62

3/48/14

11/2/14

DATED

11 February

2013/4

ARUN DISTRICT COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

MAJENDA PROPERTIES LIMITED
COUNTERPOINT PROPERTIES LIMITED
LANSING SECURITIES LIMITED

- and -

NATIONAL WESTMINSTER BANK Plc
~~NATWEST BANK PLC~~
SCHRODERS (CI) LIMITED

DEED OF VARIATION

Under Section 106A Town & Country Planning Act 1990 relating to
Land at 55 / 57 Victoria Drive Bognor Regis in the County of West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[☎ 01903 737737]
Ref: 1909 - PO/VAR

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

CERTIFICATE

I certify this to be a true
complete copy of the
original in my possession
Deborah Brown Jarvis
Solicitor 11/2/2014

4th February 2013

THIS DEED OF VARIATION is made the _____ day of _____ 2013

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- (2) "the County Council" West Sussex County Council of County Hall West Street Chichester PO19 1RW
- (3) "the Owners" Majenda Properties Limited, Co Reg No 2509665, whose registered office is at Albury Mill, Mill Lane, Chilworth, Guildford GU4 8RT as Owners of No 57 referred to below
- (4) "the Owners" Counterpoint Properties Limited, Co Reg No 2598880, whose registered office is at Albury Mill, Mill Lane, Chilworth, Guildford GU4 8RT as Owners of part of No 55 referred to below
- (5) "the Owners" Lansing Securities Limited, Co Reg No incorporated in British Virgin Islands, whose registered office is c/o 34 The Drive, Craigwell, Bognor Regis PO21 4DU as Owners of No 55 referred to below
- (6) "the Mortgagee" ~~NatWest Bank PLC, Co Reg No 929027 of Bay House, Compass Road, Portsmouth PO6 4RS as Mortgagees of No 57 referred to below~~ *National Westminster Bank Plc whose registered office is at 135 Bishopsgate London EC2M 3UF and whose external reference is Credit Documentation, Manchester M60 2A4*
- (7) "the Mortgagee" Schrodors CI Limited, Co Reg No 245546 incorporated in Guernsey UK, of PO Box 334, Regency Court, Glatigny Esplanade, St Peter Port Bay, Guernsey, GY1 3UF as Mortgagees of No 55 referred to below

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1 "the Property" means 55/57 Victoria Drive, Bognor Regis shown edged black on the Plan attached hereto and on the HM Land Registry Official Copies attached hereto
- 1.2 "the Original Agreement" means an Agreement made pursuant to Section 106 of the Town & Country Planning Act 1990 on 19 September 2007 between the Council (1) the County Council (2) and then Owners being Majenda Properties Limited (3) Charalambos Yianni and Denise Lynn Yianni (4) Counterpoint Properties Limited (5) National Westminster Bank PLC (6)

- 1.3 "Phase 1 of the Development" means Building of Units 1, 2, 3, 4, 5 and 6 together with ancillary access and services under Ref BR/389/07
- 1.4 "Phase 2 of the Development" means Building Units 7 and the 6 flats under Ref BR/389/07

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Owner is successor in title to the Owner specified in the Original Agreement. In that Majenda Properties Limited are owners of No 57 aforesaid under Title No WSX 267728 Counterpoint Properties Limited are owners of part of No 55 aforesaid under Title No WSX 313950 Lansing Securities Limited are owners of No 55 aforesaid under Title No WSX 313951 and Schroders CI Limited are mortgagees of No 55 under Title No WSX 313951 ~~Natwest Bank PLC~~ are mortgagees of No 57 under Title SWX 267728 respectively *Natwest Bank PLC*
- 2.3 The Council the County Council and the Owners agree that the payments and terms of the payments stated in the Original Agreement can be varied as shown in this Deed and agree to join in this Deed to give effect to such agreement
- 2.3 The respective Mortgagees hold Legal Charges on different parts of the Property respectively and have agreed to join in this Deed to give effect to the agreement referred to at clause 2.2

3. Operative powers

The Council enters into this Deed under its powers contained in S106A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 and all other powers enabling whether listed here or not

4. Variation

- 4.1 The Council and the Owner AGREE that the Original Agreement shall be varied in that:-
- (a) The Planning Obligation shall apply to Planning Permission Ref BR/389/07
- (b) The existing Table at clause 5.1 shall be deleted and shall be replaced by the following Table :-

Payee	Time for Payment "Due Date "	Amount	Statutory Purpose and Function
WSCC	On Commencement of Phase 1 of the	£9,204.50	Primary School, Places

	Development		
	On Commencement of Phase 2 of the Development	£9,204.50	
Totals			£18,409 .00
WSSC	On Commencement of Phase 1 of the Development	£948.00	Library Infrastructure
	On Commencement of Phase 2 of the Development	£948.00	
Totals			1896.00
WSSC	On Commencement of Phase 1 of the Development	£105.00	Fire Service Infrastructure
	On Commencement of Phase 2 of the Development	£105.00	
Totals			£210.00
ADC	On Commencement of Phase 1 of the Development	£3,500.00	Child Play Facilities
	On Commencement of Phase 2 of the Development	£3,500.00	
Total			£7,000.00

- (c) Clauses relating Indexation and Interest on late Payments shall not be applicable to payments due under Phase 1 but shall be applicable to Payments due under Phase 2

4.2 The Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation

4.3 The Mortgagees join herein to confirm its agreement with the contents of this Deed

5. Costs

The Owners shall pay the Council's reasonable legal costs on completion of this Agreement. In the sum of £450 and the County Council's reasonable legal costs on completion of this Agreement

6. Local Land Charge

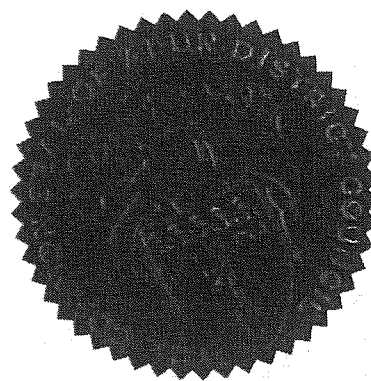
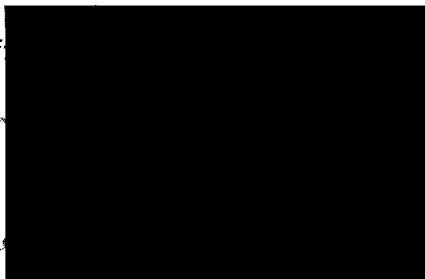
The Original Agreement is a local land charge and this Deed shall be entered in the relevant register [so as to record the variation]

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owners have hereunto set their hands as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was
affixed in the presence of

Authorised Signatory

Seal Book No 23/2



THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

Seal Book No

SIGNED by the said MAJENDA PROPERTIES
LIMITED as his Deed in the presence of:

Directors/ Secretary

SIGNED by the said COUNTERPOINT
PROPERTIES LIMITED as his Deed in
the presence of:

Directors/ Secretary

SIGNED by the said LANSING SECURITIES
LIMITED as his Deed in the presence of:

Directors/ Secretary

~~SIGNED by the said NATWEST BANK PLC~~

Authorised Signatory

Seal Book No

THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

Seal Book No

SIGNED by the said MAJENDA PROPERTIES
LIMITED as his Deed in the presence of:

Director/ Secretary

SIGNED by the said COUNTERPOINT
PROPERTIES LIMITED as his Deed in
the presence of:

Director/ Secretary

SIGNED by the said LANSING SECURITIES
LIMITED as his Deed in the presence of:

Directors/ Secretary

SIGNED by the said NATWEST BANK PLC
as her Deed in the presence of:

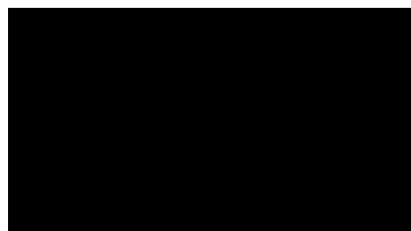
— as her Deed in the presence of:

SIGNED by the said SCHRODERS CI LIMITED
as her Deed in the presence of:

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

In the presence of MICHAEL ENNIS


Witness' Signature-Bank employee



DOCUMENTOR
CREDIT DOCUMENTATION

REF

Authorised Signatory

Seal Book No

THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed in the presence of:

Authorised Signatory

Seal Book No

SIGNED by the said MAJENDA PROPERTIES
LIMITED as his Deed in the presence of:

Directors/ Secretary

SIGNED by the said COUNTERPOINT
PROPERTIES LIMITED as his Deed in
the presence of:

Directors/ Secretary

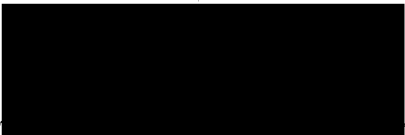
SIGNED by the said LANSING SECURITIES
LIMITED as his Deed in the presence of:

Director

SIGNED

as her Deed in the presence of:

EXECUTED and DELIVERED by)
SCHRODERS (C.I.) LIMITED
acting by its duly authorised signatories)

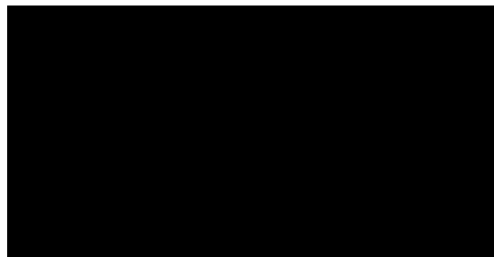

Authorised signatory


Authorised signatory

— as her Deed in the presence of:

SIGNED by the said SCHRODERS CI LIMITED
as her Deed in the presence of:

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



In the presence of MICHAEL FENNIS



Witness Signature Bank of England

DOCUMENT
CREDIT DOCUMENTATION

REF

Authorised Signatory

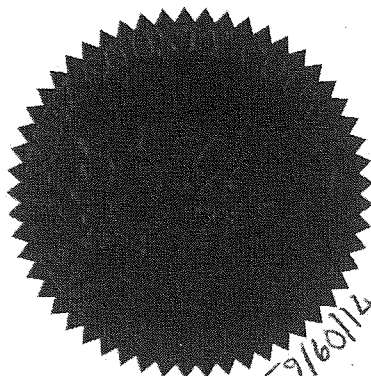
Seal Book No

THE COMMON SEAL of
WEST SUSSEX COUNTY COUNCIL
was hereunto affixed in the presence of:



Authorised Signatory

Seal Book No



13059/60/14

SIGNED by the said MAJENDA PROPERTIES
LIMITED as his Deed in the presence of:

Directors/ Secretary

SIGNED by the said COUNTERPOINT
PROPERTIES LIMITED as his Deed in
the presence of:

Directors/ Secretary

SIGNED by the said LANSING SECURITIES



as her Deed in the presence of: