



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

3408
27/10/2016

TITLE NUMBER

WLN40496



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

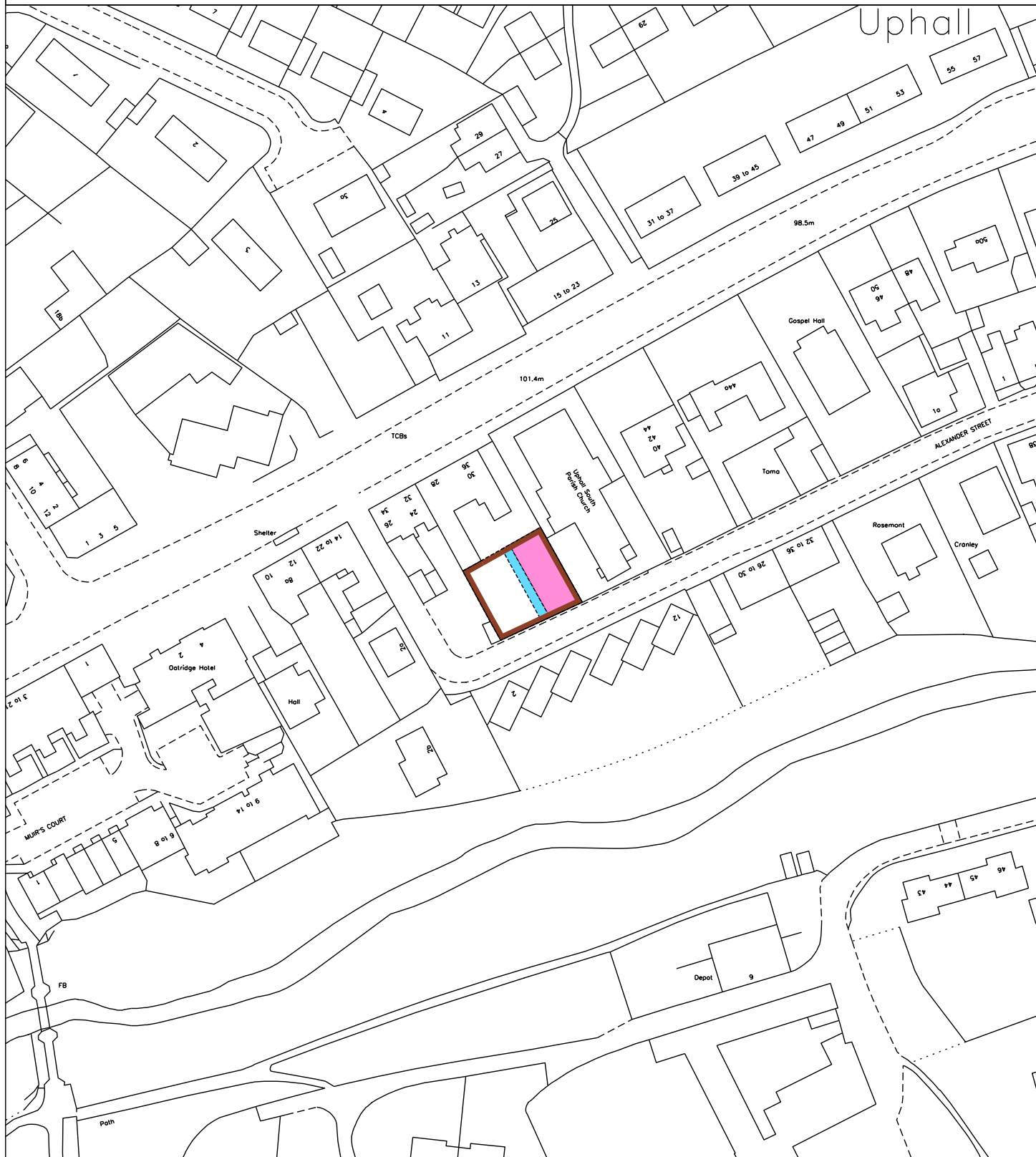
70m

NT0571NE NT0671NW

Survey Scale

1/1250

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TITLE NUMBER WLN40496

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

23 SEP 1996

DATE TITLE SHEET UPDATED TO

14 MAY 2018

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects cadastral unit WLN40496 being ground to rear of 36A, EAST MAIN STREET, UPHALL tinted pink and blue on the cadastral map.

Note The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.



TITLE NUMBER WLN40496

B 1

B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION
1	LOTHIAN PROPERTY LIMITED a Company incorporated under the Companies Acts, (Company Number SC571353), and having its Registered Office at 38 East Main Street, Uphall, EH52 5HY.	14 MAY 2018	£75,000 in respect of the subjects in this Title and other subjects
			DATE OF ENTRY 04 AUG 2017



TITLE NUMBER WLN40496

C 1

C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by said LOTHIAN PROPERTY LIMITED to GOLDENTREE FINANCIAL SERVICES PLC (Company Number 4179323) and having their Registered Office at The Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ over the subjects in this Title and other subjects.	14 MAY 2018



TITLE NUMBER WLN40496

D 1

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Feu Contract containing Feu Disposition by John Pender to William Lyle Brown, recorded G.R.S. (Linlithgow) 9 Apr. 1887, of 0.221 acre of ground bounded by the road from Edinburgh to Glasgow in the Village of Uphall contains the following burdens:

Reserving always to the said John Pender and his heirs and successors the whole mines minerals metals fossils coal shale limestone freestone and all other stone ornamental and for building and all other minerals of whatever kind denomination or description that shall be found within the piece of ground above disponded with free ish and entry thereto and full power to dig work win and carry away the same in the most commodious manner and for that purpose to do all other things necessary but so that no pit or open cast or road be made in the piece of ground above disponded the said John Pender and his foresaids paying the vassals or possessors of the ground such surface damages as they shall sustain thereby as the same shall be ascertained by two neutral men to be mutually chosen by the parties or by an oversman to be named by them in case of their differing in opinion.

And always with and under;-

(Third) That the said William Lyle Brown and his foresaids shall be bound and obliged to erect (so far as not already done) and thereafter in all time coming to have and maintain in good and complete repair upon the said piece of ground a dwellinghouse or dwellinghouses and shops of the description aftermentioned And It is hereby declared that the said piece of ground is feued for the erection along the northern frontage of a block of buildings consisting of shops and dwellinghouses built of stone and lime and slated and two storeys in height and for no other purpose but the said William Lyle Brown and his foresaids may if they think fit at any time build brick and slated washing houses privies and coal houses behind the buildings for the use of the Tenants therein And it is hereby declared that the plans and elevations and the specifications of such dwellinghouse or dwellinghouses and shops so to be erected on the said piece of ground and the sites thereof and in the event of the same being destroyed or removed the plans and specifications of all buildings which the said William Lyle Brown or his foresaids may propose to erect thereon at any future time



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shall be submitted to and approved of in writing by the said John Pender or his foresaids or his or their Factors or Agents for the time before the works are commenced

(Fourth) That the said William Lyle Brown or his foresaids shall be bound and obliged (in so far as not already done) to erect and in all time coming keep in good and sufficient repair boundary or division stone walls on the east and south sides of the piece of ground hereby disposed and shall also be bound to erect whenever required and thereafter to keep in good and sufficient repair a boundary or division stone wall on the west side of the piece of ground hereby disposed and which walls shall be at least five feet in height above the ground Declaring that The Uphall Co-operative Society Limited having erected a wall on the east side of their own ground, which forms the western boundary of the piece of ground hereby disposed it shall not be necessary erect a division wall along said boundary while the said wall remains and also declaring that the said William Lyle Brown shall have right to use the east gable of the front tenement erected by the said The Uphall Co-operative Society Limited on paying to the said The Uphall Co-operative Society Limited the one half of the value of said gable as the said value if not otherwise arranged shall be fixed by Robert Wilson Architect Edinburgh or the Architect for the time being appointed by the said John Pender or his foresaids and the expense of upholding said gable shall thereafter be borne mutually by the said The Uphall Co-operative Society Limited and the said William Lyle Brown and his foresaids. And in the event of the lands of Middleton Hall being feued on the east of the ground hereby disposed the said William Lyle Brown shall be entitled to receive from the feuar or feuars on that side one half of the value of said wall on the east to be erected by the said William Lyle Brown as aforesaid as the said value if not otherwise arranged between the parties shall be fixed and determined by the said Robert Wilson or the Architect for the time being appointed by the said John Pender or his foresaids and such shall thereafter be maintained at the joint expense of the said William Lyle Brown and his foresaids and the feuar or feuars of the adjoining ground. Providing always that the said William Lyle Brown and his foresaids shall have no claim against the said John Pender or his foresaids for any part of the value of the said boundary or division walls and that the boundary walls on the north and south shall in all time coming be maintained at the expense of the said William Lyle Brown and his foresaids

(Fifth) The said William Lyle Brown and his foresaids shall be



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bound at their own expense to provide such drainage as shall be required for the buildings to be erected on the said piece of ground and to construct a good and sufficient cesspool properly trapped in connection therewith and in respect the said John Pender has agreed to allow a drain pipe to be carried through his lands to the Burn for the purpose of draining the said piece of ground and the feus on the east and west sides thereof the said William Lyle Brown and his foresaids shall be bound to pay one half of the expense of the formation of such drain, but declaring always that the said John Pender and his foresaids shall have full right to allow any of his other feuars to form connections with said drain without payment and in the event of any general system of drainage for the district being constructed by the Local Authorities or in the event of the said John Pender or his foresaids forming any general system of drainage for his feuars it shall be in the power of the said John Pender and his foresaids to close the said drain and to cause the said William Lyle Brown and his foresaids to discontinue the use of the said drain and the said William Lyle Brown and his foresaids shall thereupon be bound to pay a proportion of the expense corresponding to the amount of their feuduty of any general system of drainage which may be constructed by the Local Authorities or by the said John Pender or his foresaids and to connect their drains with such general system

(Sixth) In the event of a road or street with suitable footpaths being formed by the said John Pender or his foresaids along the southern boundary of the said subjects hereby disposed the said William Lyle Brown and his foresaids shall be bound to repay to the said John Pender and his foresaids a proportion of the expense of forming said road or street and footpath corresponding to the extent of the frontage of said subjects hereby disposed to said road or street

(Seventh) That it shall not be lawful to the said William Lyle Brown or his foresaids to lay down any nuisance on the said piece of ground or to make any pits or openings for the collection of manure other than a cesspool properly trapped in connection with the drainage of the buildings on the said piece of ground or allow any accumulation of filth on any part of the said piece of ground in violation of the Public Health (Scotland) Act 1867 and Acts amending the same or to sell wholesale or retail any spirits beer or other intoxicating liquors or to let the buildings on the said piece of ground to any person or persons for that purpose or to set agoing a Factory erect a steam engine or commence any chemical or



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dyework or tannery or any other manufacture which may be a nuisance in the neighbourhood without the leave in writing first had and obtained of the said John Pender or his foresaids.

- 2 Disposition by A & E Turvey and Company Limited to Patrick Gregory McGuire and Nicola Anne Clement and their executors and assignees, registered 27 Mar. 1998, of ground floor house 36A East Main Street, Uphall contains the following burdens:

Our said disponees and their foresaids shall be responsible for an equal share of the cost of maintenance of the wall on the east side of the subjects tinted pink on the cadastral map along with the proprietors of the first floor flatted dwellinghouse known as and forming 38 East Main Street, Uphall.

- 3 Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 27 Jul. 2016, among West Lothian Council (who and whose statutory successors as the Planning Authority for the Local Government area of West Lothian are hereinafter referred to as "the Council"), Zishan Ilyas Mirza (who, and in substitution, whose successors, is hereinafter referred to as "the Applicant) and Adnan Ilyas Mirza (who, and in substitution, whose successors in ownership of the Application Site is hereinafter referred to as "the Owner") contains agreement among said parties in the following terms:

Whereas:-

(A) The Council is the Planning Authority for the Local Government Area of West Lothian under the 1997 Act;

(B) The Owner is the heritable proprietor of the area of land at East Main Street, Uphall, described in Part 1 of the Schedule (hereinafter called "the Application Site);

(C) A planning application has been made by the Applicant to the Council under reference number 0470/FUL/15 for planning permission to develop the Application Site ("the Development");

(D) The Council is minded to grant planning permission under reference 0470/FUL/15 subject to the Owner and the Applicant entering into this Agreement;

(E) The Owner hereby agrees that the Application Site shall be



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burdened with the terms and conditions contained in this Agreement;

(F) Considering that under the terms of Section 75 of the 1997 Act a Planning Authority may by agreement enter into an obligation with any person in respect of land in the district of the Planning Authority for the purpose of restricting or regulating the development or use of the land either permanently or during such period as may be prescribed by the agreement and that any such agreement may contain such incidental or consequential provisions (including provisions of a financial character) as appear to the Planning Authority to be necessary or expedient for the purposes of the agreement;

(G) And whereas the Owner and the Applicant have agreed to enter into such an agreement with the Council in terms of the Section 75 of the 1997 Act,

Therefore the parties to this Agreement do hereby agree as follows:-

1 Definitions.

1.1 In this Agreement the following words have the meanings ascribed to them as follows:-

"All in Tender Price Index" means the Tender Price Index as published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors on a quarterly basis, or if either (1) that index ceases to be published or (2) the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree or, in the absence of agreement, as shall be determined pursuant to Clause 8 of this Agreement;

"Application Site" means the area of land referred to in the Planning Application being the subjects described in Part 1 of the Schedule and which are edged brown on the cadastral map;

"Cemeteries Contribution" means the payment to the Council of the developer contribution for the purpose of the provision of new cemeteries within West Lothian payable at the rate of thirty five Pounds (£35.00) Sterling Indexed (the date of indexation being first quarter 2006) multiplied by the number of Residential Units authorised by the Planning Permission for construction on the



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Application Site. All monies paid to the Council in terms of this developer contribution shall, at the sole discretion of the Council, be paid into the Infrastructure Fund;

"Denominational Primary School Education Contribution" means the payment to the Council of the developer contribution for the provision of Denominational Primary School infrastructure at St Nicholas Primary School, Broxburn by payment of the sum of three thousand five hundred and sixteen Pounds (£3,516) Sterling Indexed (the date of indexation being first quarter 2009); multiplied by the number of Residential Units (Residential Units containing fewer than 3 habitable rooms being exempt from this contribution) authorised by the Planning Permission for construction on the Application Site;

"Denominational Secondary School Education Contribution" means the payment to the Council of the developer contribution for the provision of denominational secondary school infrastructure in West Lothian by payment of the sum of one thousand nine hundred and eighty three Pounds (£1,983) Sterling Indexed (the date of indexation being first quarter 2010) multiplied by the number of Residential Units (Residential Units containing fewer than 3 habitable rooms being exempt from this contribution) authorised by the Planning Permission for construction on the Application Site. All monies paid to the Council in terms of this developer contribution shall, at the sole discretion of the Council, be paid into the Infrastructure Fund;

"Developer" means the party who carries out the Development on the Application Site;

"Disposal Contract" means (a) a disposition or lease in respect of the Application Site, or any part thereof, or any other contract or agreement effecting the sale, disposal, transfer or assignation thereof, and (b) the entering into of missives or other agreement for the same;

"Indexed" means in respect of any sum of money due to be paid to the Council in terms of this Agreement, the relevant sum altered in accordance with the following formula:-

$$(b \times c)/a$$

Where;



D. BURDENS SECTION

"a" equals the All in Tender Price Index published as at the indexation date set out in each clause requiring a developer contribution,

"b" equals the All in Tender Price Index for the latest quarter at the date of expiry of the relevant period for which the All in Tender Price Index has been published immediately prior to the respective dates of that payment,

"c" equals the relevant sum to be Indexed;

"Infrastructure Fund" means the fund set up by the Council and into which the various developer contributions paid or to be paid to the Council in terms of this Agreement may, at the discretion of the Council, acting reasonably, be paid and from which Infrastructure Fund the Council shall be entitled to draw monies to meet the costs of any or of the infrastructure required to enable development to progress in any part of West Lothian. Where the developer contributions have been paid into the Infrastructure Fund the Council shall be entitled to allocate and apportion such developer contribution payments received in terms of this Agreement to such infrastructure projects and in such manner and in such proportions as the Council sees fit subject always to the Council demonstrating within a reasonable period of time that all monies paid in terms of this Agreement have been applied in terms of this Agreement;

"Interest" means interest at Bank of Scotland base rate or if such rate is no longer published or in existence such other alternative interest rate as is reasonably equivalent thereto;

"Payer" means any party who makes a payment to the Council under the terms of this Agreement;

"Planning Permission" means in relation to the Application Site, the planning permission to be issued by the Council under planning application reference 0470/FUL/15 ;

"the Plan" means the plan showing the Application Site, annexed and executed as relative hereto;

"Residential Unit" means a dwelling for sale or rent within the Application Site including a building or any part of a building which is occupied or intended to be occupied as a separate dwelling including a flatted dwellinghouse and any yard, garden, garages,



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outhouses, parts, privileges and pertinents;

“Schedule” means the schedule in two parts annexed and signed as relative hereto;

"1997 Act" means the Town and Country Planning (Scotland) Act 1997 and shall include all subordinate legislation made thereunder, any amendments made thereto or any re-enactment thereof for the time being in force.

1.2 In this Agreement (unless the context otherwise requires):-

1.2.1 The words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

1.2.2 Reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

1.2.3 Words importing persons shall include firms, companies and bodies corporate and vice versa;

1.2.4 Words importing the singular shall be construed as importing the plural and vice versa;

1.2.5 Words importing one gender shall be construed as importing any other gender;

1.2.6 Words denoting an obligation on a party to do any act, or thing includes an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause or permit or suffer any infringement of that restriction;

1.2.7 Construction of this Agreement shall ignore any headings and front/backing sheet (each of which is for reference only);

1.2.8 Reference to a numbered clause, schedule or paragraph are references to the clause, schedule or paragraph of or to this Agreement so numbered;

1.2.9 Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;

1.2.10 Reference to any party shall include in substitution the



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successors in title of that party.

2 Purpose of This Agreement.

2.1 The purpose of this Agreement is to ensure the payment for and delivery of infrastructure and to secure the regulation of development by the permanent restriction or regulation of the Application Site. The obligations undertakings, restrictions and conditions contained in this Agreement and in the Schedule hereto shall form real and heritable burdens upon and affecting the Application Site.

2.2 The provisions of this Agreement shall be enforceable against successors in title to the Owner.

2.3 Nothing in this Agreement shall fetter, prejudice or affect the Council's powers to enforce any specific obligation or term or condition in this Agreement nor shall anything contained in this Agreement fetter, prejudice or affect any provisions, rights, powers, duties and/or obligations of the Council in the exercise of its functions as planning authority for the purposes of the 1997 Act or otherwise as a local authority.

2.4 Nothing in this Agreement shall confer regulatory approval for any matter in particular to carry out any building, engineering or other operations in, on, over or under the Application Site.

2.5 No waiver (whether express or implied) by the Council of any breach or default of any other party to this Agreement or their agents, servants or successors (including their assignees) in performing or observing any of the provisions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from subsequently enforcing any such provision or from acting on any subsequent breach thereof.

2.6 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

2.7 Save as otherwise provided, Part 2 of the Schedule shall not come into effect until the Council has issued the Planning Permission. For the avoidance of doubt, all other clauses shall



D. BURDENS SECTION

take effect on the final execution of this Agreement.

2.8 All payments due under this Agreement can only be made after the Council has issued an invoice for the relevant payment. Payment is then made in terms of the invoice.

3 Issue of Planning Permission.

3.1 The Council undertakes to execute and present this Agreement for registration in the Land Register of Scotland and/or recording in the appropriate Register of the General Register of Sasines within 14 working days of the Council having received this Agreement duly signed by all parties, excluding the Council.

3.2 The Planning Permission shall be issued by the Council within 5 working days of receipt by the Council of written confirmation from the Keeper of the Registers of Scotland of receipt of this Agreement for registration and/or recording as above.

3.3 In the event that the Council fails to issue the Planning Permission in terms of Clause 3.2 or the Planning Permission is subsequently quashed or revoked in full, this Agreement shall be discharged, which discharge shall be in a form capable of being registered in the Land Register of Scotland and, upon such discharge being effected and on being requested to do so by any Payer, the Council shall return to such Payer within 56 days of such request any monies already paid but not committed or allocated in terms of this Agreement together with Interest accrued thereon.

3.4 The Owner and the Applicant agree that, in the event that the Keeper of the Registers of Scotland, having issued a receipt for the application to register this Agreement, later rejects the application and so refuses or is unable to issue the registered Agreement by virtue of failings with regard to the requirements for registration of the Agreement, the Council, acting reasonably, are entitled at their sole discretion, but not obliged, to revoke the consent in terms of Section 65 of the 1997 Act and the Owner and the Applicant agree that they will not (i) oppose such revocation in terms of Section 66 of the 1997 Act nor (ii) seek compensation or expenses from the Council.

4 Permitted Disposal Contracts.

4.1 Subject to the Council complying with Clause 3.1 hereof, the Owner shall not enter into a Disposal Contract prior to the



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submission of an application for registration of these presents in the Land Register of Scotland and/or their recording in the General Register of Sasines for the said County unless such Disposal Contract is made subject to this Agreement.

4.2 In the event of the Owner having entered into a Disposal Contract (other than a disposal relating to any individual Residential Unit constructed or to be constructed on the Application Site to a proprietor or proprietors for occupation thereof as a private dwellinghouse), then that party or parties shall be obliged within seven days of the conclusion of any such Disposal Contract to provide in writing to the Development Management Manager, Civic Centre, Howden South Road, Livingston EH54 6FF, the following information; namely, the name, address and full contact details including the full postal address, phone number and email address of each and every party to any such Disposal Contract.

5 Joint Liability.

Where the Application Site is owned in several parts, the obligations, undertakings and others of each Owner from time to time in terms of this Application Site, undertaken by each of the Owners jointly (but not jointly and severally) by reference only to that part of the Application Site for which the relevant Owner is and remains the heritable proprietor from time to time and only to such part of the Development as may be undertaken on that part of the Application Site.

6 No Continuing Liability.

There shall be no continuing liability in respect of this Agreement and the Owner shall not be liable for any breach of the provisions of this Agreement occurring after they have disposed of their respective interests in the Application Site but that without prejudice to their liability for any subsisting breach prior to such disposal. For the avoidance of doubt, Section 75C of the 1997 Act shall not apply to this Agreement.

7 Certificate of Compliance.

The Council shall grant a certificate confirming compliance with the whole or any part of any of the obligations contained herein on being reasonably requested to do so by the Owner, provided the whole or the relevant part of such obligation has been complied



D. BURDENS SECTION

with or implemented in accordance with and to the standard required by the relevant provisions of this Agreement and that the party making such request meets the Council's whole reasonable fees and expenses in connection therewith.

8 Dispute Resolution - Arbitration.

8.1 Any dispute or difference arising between the Council and the Owner and or the Applicant or any of them concerning the construction or implementation of this Agreement, shall, failing agreement, be referred to arbitration by the parties in dispute jointly or individually. Any arbitration commenced under this clause shall be conducted in accordance with the Arbitration (Scotland) Act 2010 including the schedule (and all mandatory and default rules contained in the schedule) to that Act. The said Act is referred to in this clause as "the Act".

8.2 In the case of any referral to arbitration under this Agreement, the parties in dispute may agree the identity of an arbitrator or, in the event that agreement cannot be reached within five calendar days, the arbitration appointment provisions set out in the Act shall apply. In any event, the arbitrator shall be a solicitor, advocate, or arbitrator recognised by the Chartered Institute of Arbitrators of not less than 10 years' standing.

8.3 In respect of any such arbitration, the arbitrator shall;

8.3.1 conduct such arbitration within the terms and spirit of the Act;

8.3.2 have discretion in terms of the procedure governing the arbitration (such as ordering the parties in dispute to provide written submissions within such time period as he considers appropriate and/or to attend such hearings as he deems necessary), except as specifically provided for in this clause;

8.3.3 deliver his decision on any matter referred to him within twenty (20) business days of concluding any hearings which may have been held in connection with the matter, and in any event, deliver his decision within three (3) months (or such other period as the parties in dispute may agree) of his appointment as arbitrator;

8.3.4 have the power to open up, review, and revise any opinion, certificate, instruction, determination, or decision of whatever nature given or made under this Agreement, or where appropriate to



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order financial compensation to be paid by one of the parties to the other(s);

8.3.5 hold such arbitration in Edinburgh or West Lothian;

8.3.6 state his decision with reasons and in writing; and

8.3.7 have discretion to award part or a whole of the costs of the arbitration against or in favour of one of the parties in dispute.

8.4 The decision of the arbitrator shall be final and binding.

9 Notices.

Any notice or other communication to be given under, or in connection with the matters contemplated by this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address and for the attention of the relevant party as set out in this Agreement (or as otherwise notified by that party from time to time). Any such notice shall be deemed to have been received;-

(a) if delivered personally, at the time of delivery;

(b) in the case of pre-paid recorded delivery post, 48 hours from the date of posting; and

For the avoidance of doubt notice given under this Agreement shall not be validly served if sent only by e-mail.

10 Jurisdiction.

This Agreement shall be governed by and construed in accordance with the Laws of Scotland.

11 Use of Developer Contributions.

11.1 The Owner hereby agrees to pay to the Council the developer contributions payable in terms of Part 2 of the Schedule together with all other monies payable to the Council in terms of the relevant Clause or Clauses of this Agreement.

11.2 The Council shall be entitled to draw such monies from the Infrastructure Fund as they consider appropriate to meet the costs of any or all of the infrastructure required to enable development



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to progress in any part of West Lothian. Where the Council has forward funded elements of the infrastructure required to support the Development, the Council shall be entitled to allocate and apportion developer contributions received in terms of this Agreement to the Infrastructure Fund equivalent to the amount of money drawn from the Infrastructure Fund to support the Development.

11.3 Unless otherwise provided in this Agreement, all monies paid to the Council under any paragraph of Part 2 of the Schedule, shall where it has not been allocated to the Infrastructure Fund, be paid into an interest bearing account or accounts and shall be used, where appropriate including Interest, by the Council only for the purpose specified in this Agreement and shall be used or allocated by the Council within a period of ten years from the date of the payment of the last instalment of the relevant contribution to the Council.

11.4 The Council shall repay monies paid in terms of this Agreement in the following circumstances;

11.4.1 where it is clear that a developer contribution or any part thereof will not be required for the specific purposes for which it was made irrespective of whether it has been allocated to the Infrastructure Fund, the Council shall either refund the contribution or the part that is not required, together with any Interest accrued thereon, to the Payer as soon as reasonably practicable (and in any case no later than 56 days) after it has become clear that the contribution is not required or shall, at the request of the Payer, re-allocate the contribution to offset any other payments due by the Payer under this Agreement; or

11.4.2 Unless otherwise provided in this Agreement where the circumstances detailed above arises, if any developer contribution is not used or allocated by the Council for the purpose for which it was made within ten years of the date of receipt by the Council of the last instalment of the payment to the Council, the Owner shall be entitled to request that the Council return the monies or any part thereof not used or allocated to the Payer together with Interest accrued thereon and the Council shall be obliged to return the monies to the Payer within 56 days of such request, declaring, for the avoidance of doubt, that where any developer contribution is refunded to the Payer in terms of this Clause, the Payer will have no further liability under this Agreement for that



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contribution.

11.5 For the avoidance of doubt any contribution which has been paid to the Council in terms of this Agreement shall not be reduced or re-paid to the Payer following any subsequent reduction in the rate of contribution as currently referred to in this Agreement, unless any of the circumstances detailed in Clauses 11.4.1 -11.4.2 above have occurred.

11.6 The Council will, on request, issue a receipt for any payment made to them in terms of this Agreement.

11.7 The Council will, on request, (but not more than once in any period of 12 months) provide a written statement setting out as at the date of the statement the following details in respect of each heading for which contributions have been paid in terms of Part 2 of the Schedule;

(a) the amount of each contribution received by the Council;

(b) the amount of each contribution that has been expended by the Council;

(c) the specific works and services to which the expenditure relates; and

(d) the amount of each contribution and Interest that remains unspent.

Schedule.

Part 1 - Application Site

The area of land that comprises the Application Site being the land in respect of which the planning application reference number 0470/FUL/15 has been made and being the subjects (In the First Place) the subjects registered under Title Number WLN40496; and (In the Second Place) the subjects registered under Title Number WLN49894.

Part 2.

The Owner undertakes that the developer contributions shall be paid in terms of this Agreement as follows;-



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1. Education.

Denominational Secondary School Education Contribution.

1.1 No Residential Unit on the Application Site constructed in implement of the Planning Permission shall be occupied before the Council has issued a receipt for the Denominational Secondary School Education Contribution.

1.2 If the Denominational Secondary School Education Contribution or any part thereof is not used by the Council within twenty five (25) years of the later of (1) the date of final completion of the Development and (2) the date of receipt by the Council of the monies, the Council shall, subject to the terms of this condition, return the monies or any part thereof not used, with Interest, to the Payer and the Payer will have no further liability hereunder.

Denominational Primary School Education Contribution.

1.3 No Residential Unit on the Application Site constructed in implement of the Planning Permission shall be occupied before the Council has issued a receipt for the Denominational Primary School Education Contribution.

1.4 If the Denominational Primary School Education Contribution or any part thereof is not used by the Council within a period of fifteen (15) years of the later of (1) the date of final completion of the Development and (2) the date of receipt by the Council of the monies, the Council shall, subject to the terms of this condition, return the monies or any part thereof not used, with Interest, to the Payer and the Payer will have no further liability hereunder.

2. Cemeteries Provision.

No Residential Unit on the Application Site constructed or to be constructed in implement of the Planning Permission shall be occupied before the Council has issued a receipt for the Cemeteries Contribution.