

DATED *9<sup>th</sup> March* 2010

TOPPAN HOLDINGS LIMITED

and

THE LONDON BOROUGH OF BARNET

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Unilateral Planning Obligation under Section 106  
of the Town and Country Planning Act 1990 and Associated Powers relation to the  
development of land at

THE MILL PUBLIC HOUSE, HOLDERS HILL ROAD,  
LONDON NW7 1ND

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We hereby certify  
this to be a true copy  
of the original

*Underwood & Co 9/3/2010*  
UNDERWOOD SOLICITORS LLP  
40 WELBECK ST.  
LONDON W1G 8LN

**THIS IS A SECTION 106 UNILATERAL PLANNING OBLIGATION**

THIS UNILATERAL PLANNING OBLIGATION is dated 9<sup>th</sup> March 2010  
And is made BY:

- (1) **TOPPAN HOLDINGS LIMITED (Company Number 1434102)** whose  
registered office is situated at **Akara Building, 24 De Castro Street, Wickhams  
Cay 1, Road Town, Tortola, British Virgin Islands ("the Owner ")**

**BACKGROUND**

- A The Council (as defined below) is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("TCPA 1990") in respect of the Land (as defined below) and by whom the obligations in this Unilateral Planning Obligation are enforceable.
- B The Owner has the freehold interest in the Land.
- D On 12<sup>th</sup> May 2009 the Owner submitted the Planning Application (as defined below) to the Council for permission to develop the Land for the purposes and in the manner described in the application.
- E On the 11<sup>th</sup> August 2009 the Council refused the Planning Application and the Owner enters into this Unilateral Planning Obligation with the intent that any objections by the Council to the grant of Planning Permission are overcome.

NOW THIS UNILATERAL PLANNING OBLIGATION WITNESSES as follows:

**1. INTERPRETATION**

- 1.1 In this Unilateral Planning Obligation, unless the context otherwise requires:

"the Council"

means the London Borough of Barnet or  
any authority which may hereafter

	succeed to its function of enforcing the planning obligations created by this Unilateral Planning Obligation;
"the Development"	means the development authorised by the Planning Permission;
"the Health Contribution"	means the sum of £48,120 Index Linked for the purpose of providing healthcare facilities in the Borough.
"the First Highways Contribution"	means the sum of £25,000 to be paid to the Council to secure improvements to the pedestrian and highways environment within the vicinity of the Development
"the Second Highways Contribution"	means the sum of £5,000 to be paid to the Council to secure improvements to the pedestrian and highways environment within the vicinity of the Development
"Implementation"	means any operation as defined in section 56 of the TCPA 1990, but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;

"Index"	the Index of Retail Prices (All Items) published by the Office for National Statistics;
"Index Linked"	means increased in accordance with the formula whereby the relevant contribution payable hereunder is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of the Deed and A represents the value of the same index as at the date the relevant contribution payable hereunder is paid to the Council".
"the Land"	means the land at Holders Hill Road London NW7 1ND which is registered at H M Land Registry under Title No. MX29463 and is shown for identification purposes edged in red on the Plan;
"the Library Contribution"	means the sum of £5,820 index linked towards the library resources and facilities in the borough
"the Monitoring Contribution"	means the sum of £1,348.50 index-linked towards the Council's Costs of monitoring the progress of the Development and the

	implementation of the planning obligations by the Owner and the Developer.
"the Plan"	means the Plan annexed to this Deed;
"the Planning Application"	means the application for planning permission under the Council's reference number H/01588/09;
"the Planning Permission"	means the planning permission to be granted pursuant to the Planning Application;
"the Travel Plan" means	a scheme fulfilling the criteria set out in the Third Schedule to be approved by the Council and which may from time to time be varied with the written consent of the Council
"the Travel Plan Contribution"	means the sum of £5,000 to be paid to the Council to monitor the objectives of the Travel Plan and provide for measures identified in the Travel Plan
"the Specified Date"	means the date upon which an obligation arising under this Unilateral Planning Obligation is due to be performed.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

- 1.3 References in this Unilateral Planning Obligation to any statute or statutory provision includes a reference to:
- 1.3.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated whether before or after the date of this Unilateral Planning Obligation; and
  - 1.3.2 all statutory instruments or orders made pursuant to it.
- 1.4 Covenants made in this Unilateral Planning Obligation if made by more than one person are made jointly and severally.
- 1.5 The headings in this Unilateral Planning Obligation are for convenience only and shall not be taken into account in the construction and interpretation of this Unilateral Planning Obligation.
- 1.6 The Schedules to this Unilateral Planning Obligation are and shall be construed as being part of this Unilateral Planning Obligation.

## **2. THE OWNER'S OBLIGATIONS**

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Second Schedule.

## **3. STATUTORY PROVISIONS**

This Unilateral Planning Obligation:

- (a) Is given by the Owner to the Council;
- (b) Is given pursuant to section 106 of the TCPA 1990 and shall be enforceable in accordance with the provisions of section 106(3) of the TCPA 1990;
- (c) Is a planning obligation for the purposes of section 106 of the TCPA 1990;
- (d) Is given with the intent to bind the Owner's freehold interest in the Land;
- (e) Shall be enforceable by the Council as local planning authority; and
- (f) Is executed by the Owner as a Deed.

**4. NOTICE**

The covenants in this Unilateral Planning Obligation shall take effect only upon the date specified by the Owner in a written notice served upon the Council as the date upon which the Development is to be commenced or if no valid notice is served the actual date of Implementation of the Planning Permission.

**5. CONDITION PRECEDENT**

If the permission granted pursuant to the Planning Application shall expire before the Development is Implemented or shall at any time be revoked this Unilateral Planning Obligation shall forthwith determine and cease to have effect.

**6. AMENDMENT OF UNILATERAL PLANNING OBLIGATION**

This Unilateral Planning Obligation cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

**7. REGISTRATION**

7.1 The Owner recognises and agrees that covenants in this Unilateral Planning Obligation shall be treated and registered:

- (a) as local land charges for the purposes of the Local Land Charges Act 1975; and
- (b) in the Charges Register(s) of the registered title(s) of the Owner at H M Land Registry.

7.2 The Owner shall as soon as reasonably practicable after the completion of this Unilateral Planning Obligation at its own cost do or concur in doing all things necessary to enable an entry of this Unilateral Planning Obligation to be made in the Charges Register(s) of the title number(s) of the Land and following the making of such entries shall furnish the Council's Borough Solicitor with a certified copy of the Title Information Document(s) relating to

the said title(s) in order that he may satisfy himself that such entries have been made.

**8. ARBITRATION**

All disputes, differences or questions arising out of this Unilateral Planning Obligation or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Law Society of England and Wales having due regard to any representations made to him as to the appropriate qualifications of such arbitrator. The arbitration shall take place in London and shall be in accordance with and subject to the provisions of the Arbitration Act 1996.

**9. INDEX LINKING**

The Owner agrees that any sums payable by the Owner under this Unilateral Planning Obligation shall be increased by the application of the formula  $A=B \times C/D$  where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Unilateral Planning Obligation;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Unilateral Planning Obligation; and
- (e) C/D is equal to or greater than 1.

**10. INTEREST**



The Owner agrees with the Council that where any payment or part payment which the Owner is obliged to pay the Council pursuant to this Agreement is not paid on the Specified Date then (but without prejudice to any other right of the Council) interest at 4% above the base lending rate of the Co-operative Bank plc or such other bank as the Council may designate from time to time calculated on a daily basis shall be paid by the Owner to the Council on and in addition to the outstanding balance of the payment from the date on which the payment or part payment became due to the actual receipt by the Council.

**11. COSTS**

- 11.1 The Owner undertakes that on the execution of this Unilateral Planning Obligation it will pay the Council's costs incurred in the negotiation, preparation and settlement of this Unilateral Undertaking in the sum of £563.

**12 Notification Form**

- 12.1 The Owner undertakes that on the Upon Implementation of the Planning Permission or the relevant triggers identified in the Unilateral Obligation shall immediately notify the Council by completing and sending the attached notification form along with the required contribution to the Council addressed to London Borough of Barnet, Planning Housing and Regeneration, Building 2, North London Business Park, Oakleigh Road South, London, N11 1NP

IN WITNESS of which this Unilateral Planning Obligation has been duly executed as a Deed and has been delivered once dated.

**FIRST SCHEDULE**

(The Land)

The Mill, Holders Hill Road London NW7 1ND

## SECOND SCHEDULE

The Owner Covenants with the Council as follows:-

1. Upon the first anniversary of the Implementation of the Planning Permission to pay to the Council the Library Contribution the First Highways Contribution the Travel Plan Contribution the Monitoring Contribution and the Health Contribution (all Index-Linked); and
2. Upon the third anniversary of the Implementation of the Planning Permission to pay to the Council the Second Highway Contribution (Index Linked).

## THIRD SCHEDULE

### THE FRAMEWORK OF THE TRAVEL PLAN

1. The main purpose of the Travel Plan is to reduce single occupancy car travel to and from the Land by imposing controls and incentives in respect of the transport of all persons including staff guests visitors and deliveries to and away from the Land
2. The Travel Plan will outline measures designed to encourage all staff guests and visitors to use means of transport other than the car for journeys to and away from the Land and to promote high occupancy of vehicles used in accordance with the objectives in paragraph 4
3. The Travel Plan will incorporate the appointment of a Travel Plan Co-ordinator
4. Objectives

The Travel Plan will be designed to meet the following overall objectives

- Prevent parking on the road network adjoining the Land and the areas surrounding it
- Reduce car dependency
- Optimise car occupancy
- Encourage a co-ordinated approach to ensure that the maximum opportunities exist for collective staff travel habits (for example car sharing)

- Manage travel demand as efficiently as possible
  - Promote opportunities for access by non-car modes for staff guests and visitors
  - Develop car sharing priority policy to allocate spaces for car sharers in support of the objectives of the Travel Plan and organise staff to car share by setting up a car sharing process for staff
  - Maximise the opportunities for alternative non-car travel modes in particular bus usage
  - Ensure that the allocation of all parking spaces is efficiently managed and in support of the objectives
  - Investigate the provision of guaranteed lift home funds
  - Provision of a survey of persons trips to and from the Land including mode of travel
  - Provision of a survey of parking availability within the Land and on the local highway network
  - Provision of appropriate on-site facilities such as cycle storage changing rooms to encourage use of walk and cycle modes by staff and visitors
  - Provide initiatives for promoting walking and cycling which identify suitable routes to and from the Land within the vicinity and surrounding area and thereby encourage local journeys to be made on foot or cycle
  - Promotion and provision of information on the web on how to get to the Land by all modes of transport.
  - Organisation of a co-ordinated approach of deliveries, to ensure that peak times are avoided
5. The Travel Plan shall also include measures to ensure the effective monitoring of:
- The number and availability of car parking spaces used by the land
    - a) on-site in allocated spaces
    - b) on-site in areas outside the allocated spaces
    - c) In the local adjacent area
  - The number of person trips to and from the Land:
    - d) in single occupancy vehicle
    - e) by travel mode
    - f) by time of day
    - g) by duration of stay
6. The Travel Plan will outline the program for the implementation of the Measures and shall contain measures and targets for the monitoring of the way in which the objectives outlined in the preceding clauses are being met

7. The Owner further covenants with the Council to :

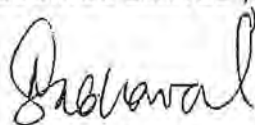
- i. Submit a draft Travel Plan to the Council and obtain approval to the same from the Council prior to the date of occupation of the Development
- ii. Revise the draft Travel Plan to incorporate any comments made by the Council within eight weeks of submission to the Council of the draft Travel Plan
- iii. Promote and publicise the agreed Travel Plan prior to commencement of occupation
- iv. Appoint a Travel Plan Co-ordinator to implement the Travel Plan
- v. Implement the Travel Plan by the dates or within the time limits set out in the Action Plan section of the Travel Plan
- vi. Undertake a consultation process within 6 months from the date of implementation of the Travel Plan
- vii. Review the Travel Plan annually in accordance with the targets set out in the Travel Plan and submit a copy to the Council for approval

8. The Council hereby covenants with the Owner that it will:

- i. notify the Owner submitting the draft Travel Plan of any amendments which the Council requires to the draft Travel Plan within eight weeks of receiving the draft Travel plan; and
- ii. approve the draft Travel Plan in writing as soon as possible and in any case within eight weeks of receiving the draft Travel Plan in the event of the Council not wishing to put forward any amendments as set out in clause 8(i) above or within one month of the Council receiving the amended draft Travel Plan incorporating the amendments requested pursuant to clause 8(i)

EXECUTED AS A DEED by **TOPPAN HOLDINGS LIMITED** )  
in the presence of:-

DIRECTOR

  
NEIL SABHARWAL as attorney for  
TOPPAN HOLDINGS LIMITED

SECRETARY

This 9<sup>th</sup> day of March 2010, we the undersigned Nicholas John Farmer, British citizen, holder of a passport No. 761042178, issued on the 1<sup>st</sup> March 2004 on behalf of Parliament Lane Management Limited and Desiree Angelique Gaduzo, British citizen, holder of a passport No. 605103571, issued on 19<sup>th</sup> September 2007 on behalf of STM Fidex Management Limited being a Corporate director and the Corporate Secretary, respectively of Toppan Holdings Limited a company registered under the laws of the British Virgin Islands under number 1434102, having its seat and registered address at Akara Building, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands, (hereinafter called "the Company").

HEREBY APPOINT: NEIL SABHARWAL, British citizen, holder of passport No. 094220621 of 40 Welbeck Street London W1G 8LN as our attorney (the "Attorney") as our true and lawful attorney conferring upon him specific power to:

**1. APPOINTMENT AND POWERS**

- 1.1 Consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which the Attorney in his absolute discretion considers desirable in connection with the completion of a Unilateral Undertaking to be entered into between the Company and the London Borough of Barnet (the "Council") in respect of the planning application for the Mill Public House at Holders Hill Road, London NW7 1ND (the "Site") whereof the Council is the local planning authority and the Company is the owner of the Site and subject to any amendments or variations to the Unilateral Undertaking proposed by the Council, the Attorney may agree, accept and enter into provided that such amendments or variations are of a minor nature.
- 1.2 To take any steps or do any thing which the Attorney in his absolute discretion considers desirable in connection with the implementation of the Unilateral Agreement required to enter into the proposed planning and building transaction or the implementation and/or execution of the required Documents.

**2. RATIFICATION**

The Company undertakes to ratify and confirm whatever the Attorney does or purports to do in good faith in the exercise of any power conferred by this Power of Attorney.

**3. VALIDITY**

The Company declares that a person who deals with the Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

4. **INDEMNITY**

The Company undertakes to indemnify the Attorney fully against all claims, losses, costs, expenses, damages or liability which he sustain or incur as a result of any action taken in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).

5. **GOVERNING LAW AND JURISDICTION**

This Power of Attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this power of attorney, its subject matter or its formation, (including non-contractual disputes or claims)) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

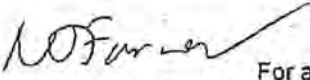
6. **PROVISION OF DOCUMENTATION**

The Attorney undertakes to supply the company with copies of all documents signed under this Power of Attorney.

This document has been executed and delivered as a Deed and takes effect on the 9<sup>th</sup> March 2010, valid only until such time as the amendments to the Unilateral Agreement are finalised and the Unilateral Agreement entered into.

Executed as a deed by TOPPAN  
HOLDINGS LIMITED acting by a  
director and

a director OR its secretary

  
.....  
Director For and on behalf of  
Parliament Lane Management Limited

  
.....  
Director/Secretary For and on behalf of  
STM Fidex Management Limited