Site: Crown Building Former Secret Bunker Shrubland Road Mistley Essex CO11 1HS (now known as "Secret Bunker", Shrubland Road, Mistley, Manningtree CO11 1HS)

Planning Application reference: 20/00648/FUL

THIS DEED of Variation is made the 22nd day of January 2021

Between

1. **DEV VANTAGE LIMITED** (Co. Regn. No. 08972917) whose registered office is situate at Orion House, 104-106 Cranbrook Road, Ilford, IG1 4LZ ("the Landowner") and

2. **Tendring District Council** of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE ("the Council")

RECITALS

1. Tendring District Council of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.

2. The Landowner is a person interested in the Land as freehold owner.

3. An application under Reference 20/00648/FUL ("the Planning Application") has been made for variation of conditions 2, 4, 5 and 6 of application 12/00109/FUL (approved on appeal APP/P1560/A/13/2197833) ("the Planning Permission") to amend approved details of dwellings and landscaping layout in conjunction with design changes to the required highway improvements as set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").

4. This Deed is enforceable should planning permission be granted by the Council or subsequently granted on appeal following the refusal of the application by the Council.

5. The Council has not determined the Planning Application and the Landowner enters into this obligation to the intent that any objections by the Council to the grant of planning permission are overcome.

6 A deed of planning obligation by agreement made on the 2nd September 2013 between Tendring District Council and Reliant Building Contractors Limited imposes planning obligations on the Land in relation to the Planning Permission

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section

WITNESSES and as follows:

1.1 The Landowner covenants with the Council to perform the obligations specified in the Third Schedule.

1.2 The Council and the Landowner agree that the deed of planning obligation by agreement made on the 2nd September 2013 shall be varied as specified in the Fourth Schedule.

2. It is declared as follows:

2.1 The obligations in this Deed shall be enforceable in accordance with the provisions of section 106(3) of the Town and Country Planning Act 1990.

2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

2.3 The covenants contained in this Deed shall take effect immediately upon the completion of this deed and the grant of the planning permission pursuant to the Planning Application.

2.4 If the permission granted pursuant to the Planning Application shall expire before the Development is begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect.

2.5 Nothing in the Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed.

2.6 This Deed is a local land charge and shall be registered as such.

2.7 Nothing in this deed shall oblige or require the Landowner to implement the planning permission granted pursuant to the Planning Application and whether or not to so implement shall be in the sole discretion of the Landowner

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

FIRST SCHEDULE "the Land"

The freehold land and buildings on the south side of Shrubland Road, Mistley, Manningtree Essex (now known as "Secret Bunker", Shrubland Road, Mistley, Manningtree CO11 1HS) registered at H M Land Registry under title number EX771006 for the purposes of identification only shown edged red on the plan attached to or incorporated within this deed.

SECOND SCHEDULE "the Development"

Variation of conditions 2, 4, 5 and 6 of the Planning Permission to amend approved details of dwellings and landscaping layout in conjunction with design changes to the required highway improvements as described in the Planning Application.

THIRD SCHEDULE ADHERENCE TO THE TERMS OF THE PLANNING OBLIGATION DATED 2 SEPTEMBER 2013

1. To observe and perform the Owners Covenants and in all respects to comply with the obligations of the Owner arising from the deed of planning obligation by agreement dated the 2 September 2013 made between Tendring District Council and Reliant Building Contractors Limited.

FOURTH SCHEDULE VARIATION OF THE DEED OF PLANNING OBLIGATION BY AGREEMENT MADE ON THE 2ND SEPTEMBER 2013

1. This Schedule is to be interpreted and construed in accordance with the provisions of the deed of planning obligation by agreement made on the 2nd September 2013.

2. Following a sale lease or occupation of any Unit constructed in accordance with the provisions of the Planning Permission or any planning permission granted under the Planning Application to a buyer lessee occupier of an individual Unit neither the terms of the planning obligation by agreement made on the 2nd September 2013 nor this deed shall bind or be enforceable against the buyer lessee or occupier or their lender.

EXECUTED as a DEED when the seal)

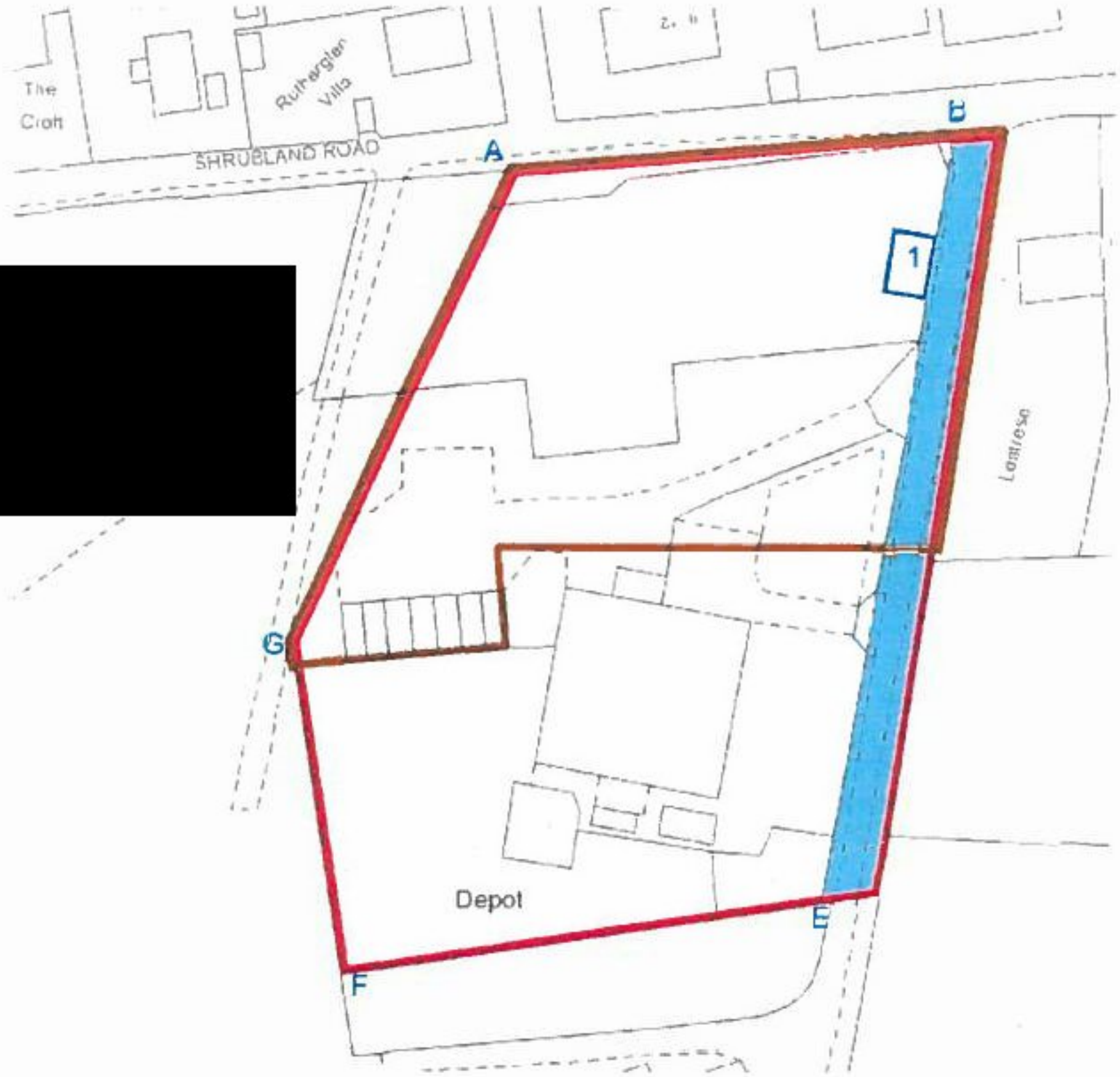
of TENDRING DISTRICT COUNCIL)

was affixed in the presence of:)

SEAL REGISTER
12022
NUMBER

[redacted]

Plan on next page



[redacted]

Executed as a Deed by

DEV VANTAGE LIMITED acting by a director Mr Ravi Kumar

Signature of Ravi Kumar, a direc[redacted]

Witnessed by [redacted]

Signature of witness [redacted]

Name [redacted]

Addres[redacted]

Occupation [redacted]