

## Agreement pursuant to Section 106 Town and Country Planning Act 1990 and Other Powers

relating to the land known as Mount Pleasant United Working Mens Club, Reservoir Road,  
Edgbaston, Birmingham, B16 9DS

**Dated** 13/2/2025

**BIRMINGHAM CITY COUNCIL**  
(the Council)

**PETER SINGH SANGHA**

(the Owner)

WEST BRIDGING LIMITED (the Mortgagee)

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Section 106 Payment Form

## Between

- (1) BIRMINGHAM CITY COUNCIL of the Council House, Victoria Square, Birmingham, B1 1BB (the **Council**); and
- (2) PETER SINGH SANGHA of 354 Hagley Road, Stourbridge, DY9 0QY (the **Owner**); [and
- (3) WEST BRIDGING LIMITED (company registration number 10468370) whose registered office is situated at Lodge House Severn Business Park, Rectory Road, Upton Upon Severn, Worcestershire, WR8 0LX (the **Mortgagee**)].

## Recitals

- A The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Development is situated;
- B The Owner is registered as the freehold owner of the Site at the Land Registry under Title Number WM723064; and
- C The Mortgagee is the beneficiary of a charge dated 22 December 2022 in respect of the [freehold/ leasehold] title registered at the Land Registry under title number WM723064;

## 1. Definitions and Interpretation

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings unless the context requires otherwise:

**1990 Act** means the Town and Country Planning Act 1990 (as amended).

**Biodiversity Gain Plan** means the plan submitted to, and approved by the Council, to satisfy the development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act.

**Biodiversity Gain Land Monitoring Contribution** means the sum of £5,802.44 (five thousand eight hundred and two pounds and forty four pence) Index Linked to be paid by the Owner to the Council under clause 0 of this Deed to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Habitat Management and Monitoring Plan and the Biodiversity Gain Plan.

**Commencement Date** means the date of commencement of Implementation Works in respect of the Development.

**Deed:** this deed.

**Default Interest Rate:** 3% above the base lending rate of the Barclays Bank Plc as at the due date for the period starting with the due date and ending with the date on which payment of the sum on which interest is payable is received.

**Development:** the development of the Site authorised by the Planning Permission for demolition of existing building to allow for the erection of a detached Part 3-storey Residential Care Home (Use Class C2), together with associated access, parking and landscaping work.

**Habitat Management and Monitoring Plan** or **HMMP** means the document titled 'Habitat Management and Monitoring Plan' as required by condition 31 of the Planning Permission and approved by the Council.

**Implementation Works** means any works to implement the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the 1990 Act and the term "Implementation" shall be construed accordingly

**Index** means the Building Cost Information Service All-In Tender Price Index published by the Royal Institution of Chartered Surveyors (or such other index as may be agreed between the parties)

**Index Linked** means adjusted in accordance with any proportional increase in the Index from the date of this Deed to the date on which payment is made

**Monitoring and Administration Fee** means the sum of £2,000 to be used towards the Council's costs of administering and monitoring compliance with this Deed

**Plan 1** means the site location plan with drawing number PA-01 appended to this Deed at Schedule 1.

**Planning Permission:** the planning permission granted in respect of a planning application submitted with reference 2024/01894/PA.

**Site** means the land edged red on Plan 1.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this Deed** or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to Clauses and Schedules are to the Clauses and Schedules of this Deed.

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- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.16 This deed shall not be enforceable against statutory undertakers or tenants of individual commercial units.

## **2. Legal Basis**

- 2.1 This Deed is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 with intent that it creates planning obligations binding the Owner's interest in the Site.
- 2.2 No person shall be liable for any breach of any provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site in relation to which the breach relates but without prejudice to its liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations which shall not constitute an interest for the purposes of this clause.

## **3. Conditionality**

- 3.1 Subject to Clauses 3.2 and 3.3, this Deed is effective on the date hereof.
- 3.2 Clause 0 is effective from the date on which the Planning Permission is granted.
- 3.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) or if the Planning Permission it is modified by any statutory procedure or expires before the Development is Commenced or is at any time revoked this Deed shall forthwith determine and cease to have effect but the Council will not be required to repay any monies to the Owner (to the extent that any such sums have been paid by them) which have been received and expended (or committed to be expended).

## **4. The Owner's Covenants**

- 4.1 The Owner covenant with the Council to pay the Biodiversity Gain Land Monitoring Contribution to the Council prior to the Commencement Date using the payment form appended hereto.
- 4.2 The Owner covenants to pay the Monitoring and Administration Fee to the Council on the date of this Deed.

## **5. Council's Covenants**

- 5.1 The Council covenants to use the Biodiversity Gain Land Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the Biodiversity Gain Plan and Habitat Management and Monitoring Plan

## **6. Indexation**

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

## **7. Interest on late payment**

- 7.1 If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

## **8. Ownership**

- 8.1 The Owner agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **9. Miscellaneous**

- 9.1 The Owner shall prior to the date of this Deed pay to the Council the Council's reasonable and proper legal and administrative costs incurred in the preparation, negotiation, completion and monitoring of this Deed.
- 9.2 Where the agreement, approval, consent or expression of satisfaction is to be given by any Party or any person on behalf of any Party hereto under this Deed such agreement, approval or consent or expression of satisfaction:
- (a) shall not be unreasonably withheld or delayed;
  - (a) shall be given in writing; and
- may be validly obtained only before the act or event to which it applies.
- 9.3 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 9.4 This Deed shall be deemed a Local Land Charge and will be registered as such by the Council.
- 9.5 The Parties do not intend any person to have the benefit of the Contract (Rights of Third Parties) Act 1999.
- 9.6 If any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable, such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.

9.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a Party to this Deed.

## **10. Waiver**

10.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **11. Agreements and declarations**

11.1 The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

## **12. Mortgagee**

12.1 The Mortgagee consents to the Owner entering into this Deed.

12.2 Subject to Clause 12.3, the Mortgagee acknowledges that the [part of the] Site over which the Mortgagee has a charge shall be bound by the planning obligations in this Deed.

12.3 The Mortgagee (and any other future mortgagee or chargee of any part of the Site) shall have no liability under this Deed unless it takes possession of the Site in which case it shall be bound by the obligations in Clause 0 as a person deriving title through the Owner.

## **13. Value added tax**

13.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).

13.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

## **14. Governing law**

14.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Executed as a deed by the parties and delivered on the date and year first before DS written

159311

THE COMMON SEAL of BIRMINGHAM CITY COUNCIL Was hereunto affixed in the presence of:

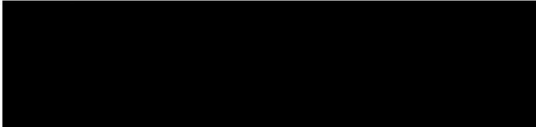


Authorised Signatory

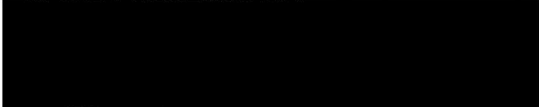


SIGNED AS A DEED BY PETER SINGH

SANGHA:



IN THE PRESENCE OF:



(signature of witness)



(name of witness (in block capitals))

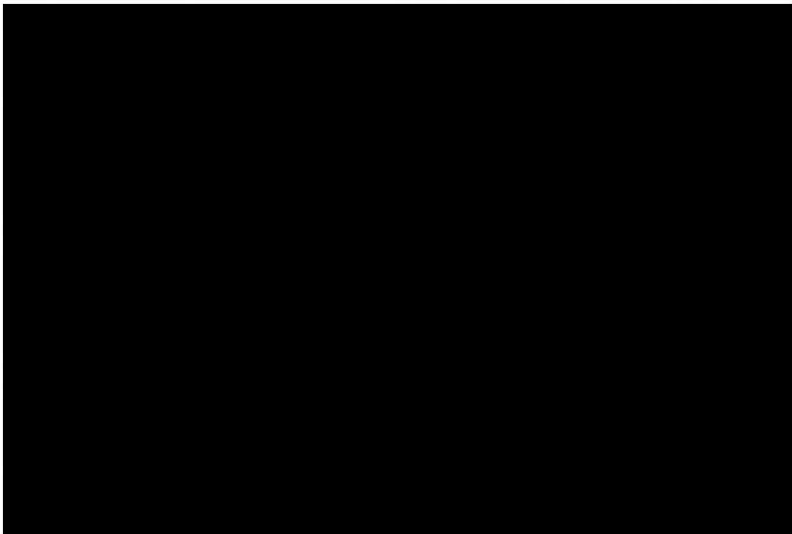
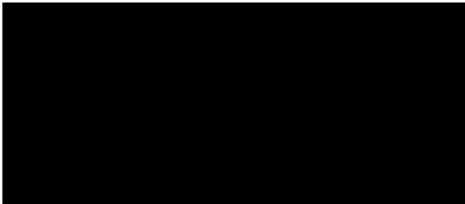
..... (address of witness)

Green & Olive Solicitors  
4 Whittall Street  
Birmingham  
B4 6DH  
T: 0121 622 5020 F: 0121 622 4935

Executed as a deed by WEST BRIDGING LIMITED acting by a Director and its Secretary or by two Directors

Director Name: (Capitals)

Director Signature:



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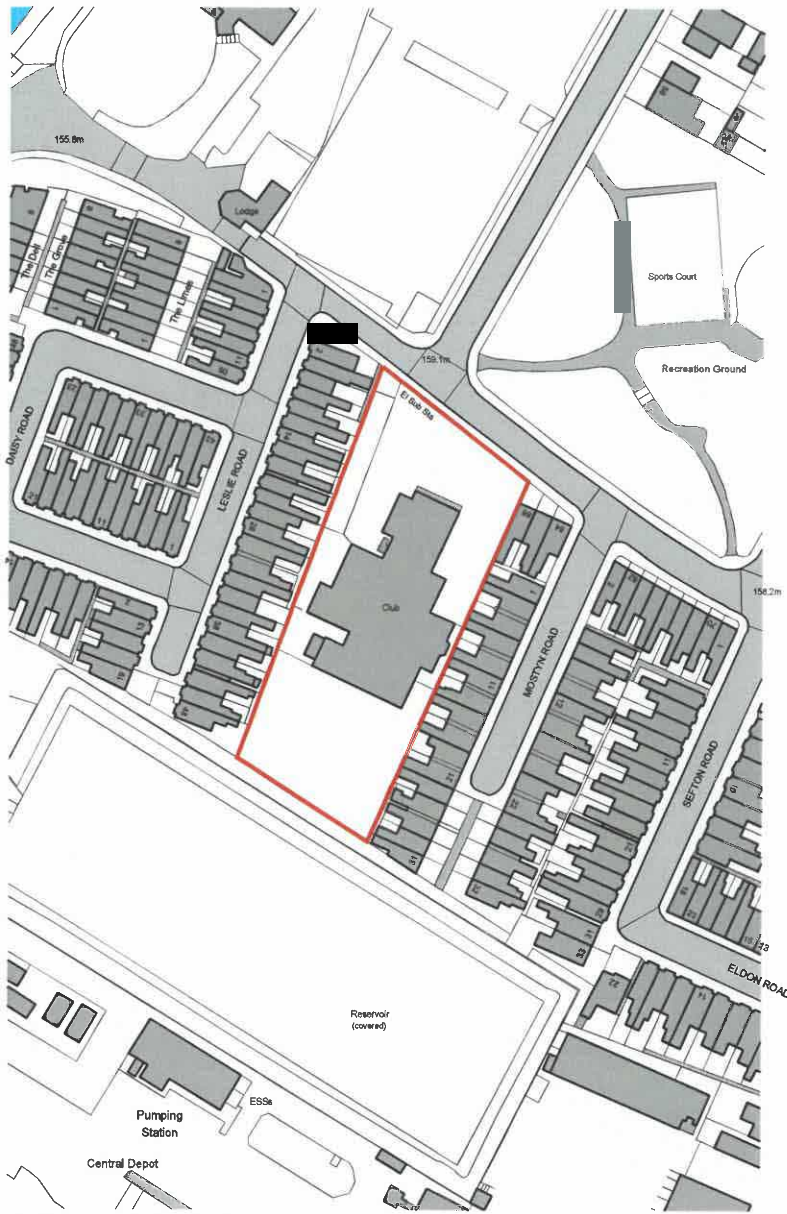
## Schedule 1 - Plan 1

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OFFICIAL - Sensitive

**General Notes**  
Drawing is not intended for construction purposes.  
All dimensions should be taken from the drawing.  
Changes to be noted for 1:1 scale only.

**Legend**



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REV DESCRIPTION DATE

**PLANNING**



Scale: 1:1250  
Project: **Tower Mount**  
Eggbaston  
Client: Tru Developments  
Project No: 23366

**Location Plan**

Date: March 2024  
Drawn by: KC  
Reviewed by: HC  
Drawing No: **PA\_01**

This drawing and design are the copyright of the architect and are not to be reproduced or distributed without the architect's permission.

**APPENDIX**  
**Section 106 Payment Form**

**Section 106 Payment Form/Remittance Advice**

Please forward a completed copy of this form for each payment/instalment relating to this Section 106 agreement whether made by cheque or electronically

Payment method:  Cheque  ELECTRONIC (please tick)

Planning Application reference: .....

Development site: .....

Date s106 agreement completed: .....

Payment made by: .....

Contact Name and Tel No: .....

Contact e-mail Address: .....

**Monies being paid:**

1. £.....

Purpose: .....

Account Name (per S106 agreement):.....

2. £.....

Purpose: .....

Account Name (per S106 agreement): .....

3. £.....

Purpose:.....

Account Name (per S106 agreement):

.....

Total Payment £.....

Amount(s) Previously Paid (if applicable) (1) £.....

(2) £.....

(3) £.....

CONTINUED...

**IF PAYING ELECTRONICALLY**, make payment quoting Planning Application reference to:

BCC General Fund  
Barclays Bank  
15 Colmore Row, Birmingham, B3 2BH  
Sort Code: 20-07-90  
Account Number: 53552667  
SWIFTBIC No: BARCGB22  
IBAN No: GB47 BARC 2007 9053 5526 67  
Date of Payment.....

**IF PAYING BY CHEQUE**, make cheque payable to 'Birmingham City Council-S106' and write Planning Application reference on the reverse of the cheque.

Complete this form and send together with cheque to the 'Section 106 Projects Team' at the address below.

**PLEASE NOTE THAT PAYMENT VIA ELECTRONIC TRANSFER IS PREFERABLE. IF PAYING BY CHEQUE, CAN YOU PLEASE CONTACT US PRIOR TO SENDING THE CHEQUE.**

Complete and send this form by post or email to the 'Section 106 Projects Team' once payment has been made: -

**Planning Obligations Team  
Department of Planning and Development  
Birmingham City Council  
PO Box 28  
Lancaster Circus,  
Birmingham, B1 1TU**

Email. [section106@birmingham.gov.uk](mailto:section106@birmingham.gov.uk)

Tel. 07912 451258 (Hayley Claybrook)

07912 451439 (Nichola Shandley)

07912 451620 (Cate Crowe)