

Please use this Form if your planning application is for between 1 to 6 houses

Dated *3/9* 2014

[1] The Owner: BCL Property Management Ltd

[2] The Mortgagee: none

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Zacleigh Kings Parade Aldwick PO21 2QR

Planning Application Ref: AW/179/14PL
Contributions for Affordable Housing of £8154
Monitoring Fee £150.00

DELWYN JONES,
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this

3/9

2012

4

By BCL Property Management Limited

Of 314 Main Road Romford Essex RM2 6PA

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

none

("The Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee agrees to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £8154 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land' means the land at Zacleigh Kings Parade Aldwick PO21 2QR registered as owned by BCL under HM Land Registry reference WSX 309946 shown edged black on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

- 3.1.1 is given by the Owner to the Council
- 3.1.2 is made pursuant to the provisions of S106 of the Act
- 3.1.3 is a planning obligation for the purposes of that S106 of the Act
- 3.1.4 is given with the intent to bind the Owner's interest in the Land
- 3.1.5 shall be enforceable by the Council as local planning authority
- 3.1.6 is executed by the Owner as a Deed

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

6.1 The Owner and the Applicant undertakes with the Council to :-

- [a] pay in addition to the above Contribution
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 For the avoidance of doubt the above charges are standard charges and shall not preclude the Council from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

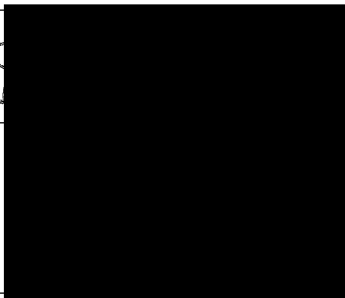
9. Mortgage Consent Clause

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

10. Miscellaneous

- 10.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "Informative"note.
- 10.2 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act.

SIGNED as a DEED

By THE OWNER/S in the presence of	BCL Property Management Limited seal placed here in the presence of :- Directors/secretary	
Name	JAMES BALL	
Address	ELMSTEAD, MOUNT AVENUE, SHENFIELD, ESSEX, CM13 2PB	
Occupation	COLLATERAL MANAGER	

By THE OWNER/S in the presence of	none	signature
Name		
Address		
Occupation		

SIGNED as a DEED

By THE MORTGAGEE in the presence of	none	signature
Name		
Address		
Occupation		

Note Please scan and email plans to all these persons

FROM:

Delwyn Jones
Planning Solicitor
Ext: 37737
Ref: AW/71/14
Dated : 26/3/14

TO: Deeds Store Clerk

For circulation to :-:

A Holyoake S106 Monitoring Officer
Technical Support Unit – N Spencer and L
Coney

FOR CIRCULATION TO :-

Planning Case Officer J Baeza /D Vick
Local Land Charges Officer C Bardwell
Planning Admin
Accountancy S Southerton
NNDR and Council Tax Rachel Hills /Iain Bell
Affordable Housing Andy Elder

SITE NAME: Zacleigh Kings Parade Aldwick PO21 2QR

PARTY NAME: BCL Property Management UK Limited

PLANNING OBLIGATION COMPLETION

REQUEST FOR TSU TO VALIDATE APPLICATION

RECEIVED BY PLANNING ?

RECEIVED BY LEGAL SERVICES 25/3/14

RETURNED BY LEGAL SERVICES 26/3/14

OBSERVATIONS The owner filled this form in and supplied HMLR OCEs and proof of the identity of Company Directors. These are attached to the form. However, some words needed addition ---namely the full company name because originally , only the directors names were listed. Accordingly, it appears the intention that the named directors signed for and on behalf of the company. This is 2 2 bed flats in Aldwick.

The above is now completed. If the Planning Obligation does not accompany this memo, it is being scanned and will follow as soon as possible.

PLANNING TSU

You can now validate this application. Please forward to your relevant Team Member ASAP, as I am not always advised, who the TSU Officer is.

DEEDS STORE CLERK:

The original planning obligation is attached.

Please place the original planning Obligation attached in the Deeds Store.

Before you do so please scan one copy and forward it to the Service Delivery and Monitoring Officer . The SD&MO will then update the Ocella records and circulate it to the other addressees of this memo.

SERVICE DELIVERY & MONITORING OFFICER

Please on receipt of this memo and enclosure circulate to all the above addressees and update Ocella.

PLANNING OFFICER:

Please issue planning permission OR get TSU to validate the application as the facts of the case require.. A copy of the planning obligation is on the file.

LOCAL LAND CHARGES OFFICER:

Please register this planning obligation as a Local Land Charge. A copy of it is attached.

ALL OF YOU

A summary of the provisions of the obligation is:

Obligation	Time Limit
ADC	
Affordable housing Sum £16308	On start of development

PLANNING ADMIN:

A copy is enclosed for your files. Please enter this on the Planning Register as a PE format.

The legal fees received for the preparation of this agreement are to be collected by TSU.

Delwyn Jones
Planning Solicitor

Please use this Form if your planning application is for between 1 to 6 houses

Dated 16/3 2014.

[1] The Owner:

BEL Property Management UK Limited
STEPHEN PHILLIP LAWRENCE
314 MAIN ROAD, GIDEA PARK, ESSEX, RM2 6PA.

[2] The Mortgagee:

N/A.

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Zacleigh Kings Parade Aldwick PO21 2QR

Planning Application Ref: AW/71/14/
Contributions for Affordable Housing of £16308
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this 16 March 2014
By BCH Property Management UK Limited
Of 314 MAIN ROAD, GIDEA PARK, ESSEX, RM2 6PA. RM2 6PA

(“the Owner”) IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers
Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

N/A.

(“The Mortgagee”)

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- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £16,308 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land' means the land at ^{KINGS PARADE, AZELSTOCK} ~~W21 2DR~~ shown edged black on the attached Plan.
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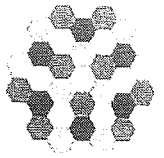
SIGNED as a DEED

X	By THE OWNER/S in the presence of	STEPHEN JANE LAWRENCE .	signature
	Name	Ahmad Slam ULLah	
	Address	4-Carrington Gardens Northampton NN3 4UL	
	Occupation	BANKER	

X	By THE OWNER/S in the presence of	STEPHEN LAWRENCE .
	Name	Ahmad Slam ULLah
	Address	4-Carrington Gardens Northampton NN3 4UL
	Occupation	BANKER

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		



Official copy of register of title

Title number WSX309946 Edition date 10.06.2013

- This official copy shows the entries in the register of title on 4 July 2013 at 12:10:15.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 4 July 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Durham Office.

A: Property register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (30.05.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Zacleigh and Norworth, Kings Parade, Bognor Regis (PO21 2QR).

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (10.06.2013) PROPRIETOR: BCL Property Management UK Limited (Co: Regn. No. 08409760) of 314 Main Road, Romford, Essex RM2 6PA.
- 2 (10.06.2013) The value stated as at 10 June 2013 was £11,660.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (30.05.2007) Estate contract created by an Instrument made between (1) Florence Louise Templeman and (2) Zachariah Payne but neither the original Instrument nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class C(IV) dated 20 August 1937 reference number 86581.

Certificate No. 3

No. of Shares: 1

BCL Property Management UK Limited

This is to Certify that

Mrs Jane Lawrence

*of 314 Main Road Gidea Park Romford Essex RM2 6PA England
is the registered holder of 1 Ordinary £1 Share in the above-named Company
subject to the Articles of Association of the Company
and that each of such Shares has been Fully Paid*

Executed by the said Company on 3rd May 2013

Director

Secretary

A transfer of any of the above-mentioned shares will not be registered unless accompanied by this certificate
Company Registration No. 8409760

Certificate No. 2

No. of Shares: 1

BCL Property Management UK Limited

This is to Certify that

Mr Stephen Lawrence

*of 314 Main Road Gidea Park Romford Essex RM2 6PA England
is the registered holder of 1 Ordinary £1 Share in the above-named Company
subject to the Articles of Association of the Company
and that each of such Shares has been Fully Paid*

Executed by the said Company on 3rd May 2013

*A transfer of any of the above-mentioned shares will not be registered
Company Registration No. 840976*

