

Dated:

5th November 2013

Between:

[1] B4 Properties LLP [The Owner]

[2] Arun District Council [ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at rear of 6 Ockley Road Bognor Regis
West Sussex PO21 2HW

Affordable housing contribution of £13132
Play Area Equipment and
Public Open Space £7000

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: BR/135/13

1. **THIS DEED** is by undertaking the purposes of Section 10 in favour of Arun District Council

2. PARTIES

Owners	B4 Properties LLP Chichester West
ADC	Arun District Council West Sussex BN

3. CAPACITIES TO ENTER INTO

Party	Capacity
Owner	Freehold owner Ockley Road Bc only edged black described below
	Planning Permission demolition of comprising:-7 th detached houses shall be constructed
ADC	Local Planning (relevant) as pay herein in clause

4. BACKGROUND

- 4.1 The Planning Application specified within this Guidance to mitigate of affordable housing

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner undertake

- (i)
- (ii)
- (iii)
- (iv)

Payee	Time for Payment (Date)		
ADC	On or before Completion of the Development purposes of Permission		

- 5.2 The Owner undertake made.

6.1 LEGAL AND MONITORING COSTS

The Owner undertakes with ADC to :-

- [a] pay in addition to the above Contributions
- [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
ADC	Before completion of this Deed	£450	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£250	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner the sum of £450 to pay its reasonable legal fees.

Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC 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 ADC 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. ADDITIONAL CLAUSES

The Owner undertakes with ADC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final.

7.1.3. On Commencement of the Development the Owner will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

7.2 Index Linking

General

7.2 The Owner undertakes to ADC that any sums payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this Deed
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this Deed
- $\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

8.3 Interest on Payments

The Owner undertakes with ADC to pay interest on sums due to ADC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

9.4 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

10. GENERAL

10.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .

10.2 This Deed does not restrict or fetter the statutory powers of ADC .

10.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.

10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time.

10.6 This Deed is a Local Land Charge and shall be registered as such.

10.9 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

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee :
Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN 17 5LF
DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number [where applicable]
5. Obligation in Agreement

[a]	Clause No.	
[b]	Clause No	
[c]	Contribution towards affordable housing	
[d]	Amount of contribution	
[e]	Date upon which contribution is due	
[f]	Amount of contribution enclosed	
[g]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

NAME JEREMY FARRELLY
ADDRESS GENESIS TOWN PLANNING LTD, 26 CHAPEL ST, CHICHESTER, WEST SUSSEX
OCCUPATION CONSULTANT TOWN PLANNER PO19 1DL

Land Registry
Official copy of
title plan

Title number **WSX253030**
Ordnance Survey map reference **SZ9399SW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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