

Note Please scan and email plans to all these persons

**FROM:**

Delwyn Jones  
Planning Solicitor  
Ext: 37737  
Ref: BR/140/14/PL  
Dated : 7/7/14

**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: 12 Chichester Road Bognor Regis PO21 2XE**

**PARTY NAME: CS Property and Development and Arun DC**

**PLANNING OBLIGATION COMPLETION**

**REQUEST FOR TSU TO VALIDATE APPLICATION**

**RECEIVED BY PLANNING nk**

**RECEIVED BY LEGAL SERVICES 2/7/14**

**RETURNED BY LEGAL SERVICES 7/7/14**

***OBSERVATIONS 5 working days turnaround is very good. Note that CS are not the owners. ADC are ! So ADC as owner contract with ADC as local planning authority , pending sale and transfer to CS Property who will then assume the burden of the covenants /undertakings. In this way matters can proceed and this is a pragmatic solution.***

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 £10686 | 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 13/01/2014

[1] The Owner: CS Property and Consultancy Limited

[2] The Mortgagee:

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### UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 12  
Chichester Road, Bognor Regis, West Sussex, PO21 2XE

Planning Application Ref: ~~BR/140/14/PL~~ BR/140/14/PL  
Contributions for Affordable Housing of £10,686  
Monitoring Fee £150.00

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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

2012

By Mr Kirit Shah

Of CS Propery and Consultancy Limited

("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 :-

("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 £10,686 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 12, Chichester Road, Bognor Regis, PO21 2XE 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

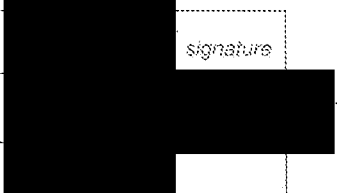
**9. Mortgage Consent Clause**

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<br>in the presence of | SHANLESH KUNAR                          |  | signature |
| Name                                 | KART /MAN                               |                                                                                     |           |
| Address                              | 2 PALAMU DRIVE, DHAIR<br>CHOKK I 62 662 |                                                                                     |           |
| Occupation                           |                                         |                                                                                     | signature |

|                                      |  |  |           |
|--------------------------------------|--|--|-----------|
| By THE OWNER/S<br>in the presence of |  |  | signature |
| Name                                 |  |  |           |
| Address                              |  |  |           |
| Occupation                           |  |  | signature |

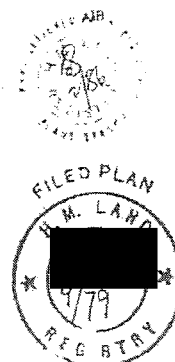
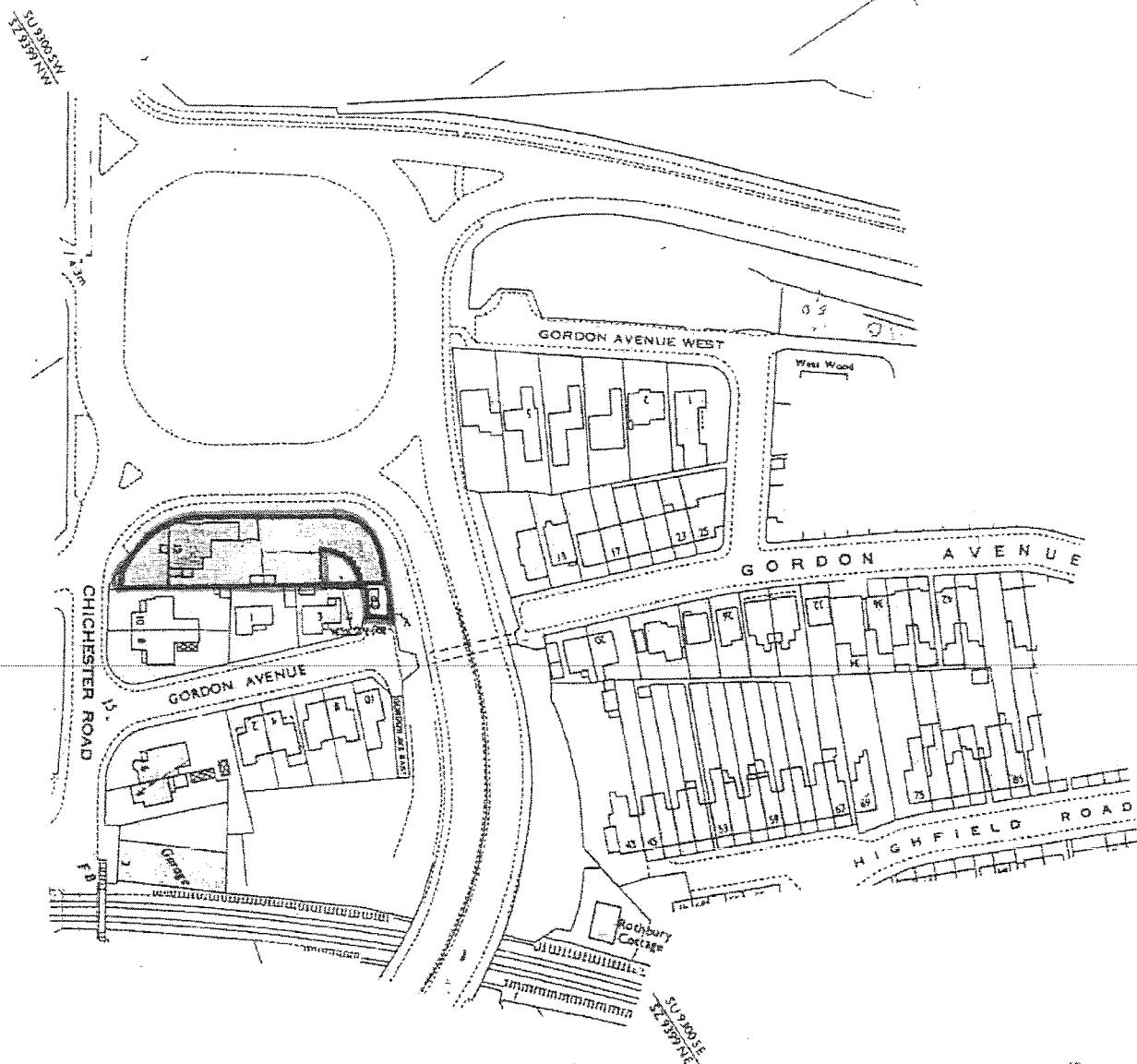
SIGNED as a DEED

|                                        |  |  |           |
|----------------------------------------|--|--|-----------|
| By THE MORTGAGEE<br>in the presence of |  |  | signature |
| Name                                   |  |  |           |
| Address                                |  |  |           |
| Occupation                             |  |  | signature |

12

|                                   |               |                        |                 |
|-----------------------------------|---------------|------------------------|-----------------|
| H.M. LAND REGISTRY                |               | TITLE NUMBER           |                 |
|                                   |               | W S X36811 ✓           |                 |
| ORDNANCE SURVEY<br>PLAN REFERENCE | SU9300        | SECTION U              | Scale<br>1/1250 |
| COUNTY WEST SUSSEX                | DISTRICT ARUN | © Crown copyright 1977 |                 |

BOGNOR



This official copy is incomplete without the preceding notes page.

ARUN DISTRICT COUNCIL BR/4/1/14/



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

Dated 7 July 2014

[1] The Owner: Arun District Council

[2] The Mortgagee: none

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### UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 12  
Chichester Road Bognor Regis PO21 2XE

Planning Application Ref: BR/140/14/PL  
Contributions for Affordable Housing of £10686  
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

7 July 2014

By Arun District Council

Of Arun Civic Centre Maltravers Road Littlehampton BN 17 5LF as owner  
undertaking to the Council as Local Planning Authority  
("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 :-  
no mortgagee  
("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 £10686 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 12 Chichester Road Bognor Regis PO21 2XE where a development of 9 flats is proposed to be built by CS Property Consultancy and who have submitted their own planning obligation and which application land is 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.

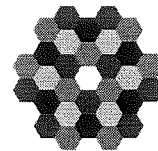
SIGNED as a DEED

|                                      |                       |           |
|--------------------------------------|-----------------------|-----------|
| By THE OWNER/S<br>in the presence of | Arun District Council | signature |
| Name                                 |                       | signature |
| Address                              | AUTHORISED SIGNATORY  |           |
| Occupation                           | SISTAL BOOK NUMBER    |           |

|                                      |  |           |
|--------------------------------------|--|-----------|
| By THE OWNER/S<br>in the presence of |  | signature |
| Name                                 |  | signature |
| Address                              |  |           |
| Occupation                           |  |           |

SIGNED as a DEED

|                                        |  |           |
|----------------------------------------|--|-----------|
| By THE MORTGAGEE<br>in the presence of |  | signature |
| Name                                   |  | signature |
| Address                                |  |           |
| Occupation                             |  |           |



## Official copy of register of title

Title number WSX36811

Edition date 28.02.2013

- This official copy shows the entries on the register of title on 07 JUL 2014 at 10:44:14.
- 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 07 Jul 2014.
- 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](http://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 (18.09.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 12 Chichester Road, Bognor Regis (PO21 2XE).
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The land edged and lettered A and B on the title plan added to the title on 3 December 1985.

## 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 (28.02.2013) PROPRIETOR: ARUN DISTRICT COUNCIL of Arun Civic Centre, 1 Maltravers Road, Littlehampton BN17 5LF.
- 2 (28.02.2013) The price stated to have been paid on 4 January 2013 was £200,000.

## C: Charges Register

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

- 1 A Conveyance of the land edged and lettered B in red on the filed plan and other land dated 13 May 1903 made between (1) William Tate (Vendor) and (2) Charles John Tate (Purchaser) contains covenants details of

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

## C: Charges Register continued

which are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the land edged and lettered A in red on the filed plan dated 1 October 1980 made between (1) The County Council of West Sussex and (2) Paul Adrian Smith and Heather Irene Smith contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 May 1903 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Vendor that he the Purchaser will keep and observe all the covenants restrictions and conditions set out in the First Schedule hereto.

### THE FIRST SCHEDULE above referred to

No hut caravan house on wheels or other chattel or thing intended for use as a dwelling or sleeping apartment nor any booth shooting gallery or roundabout shall be erected made placed or used or be allowed to remain upon the land hereby conveyed and the Vendor or the owners of any land in Gordon Avenue aforesaid may remove or dispose of any such erection or thing and for that purpose may break fences and may forcibly enter upon the land and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.

The Purchaser shall within three months after being called upon so to do by the Vendor or the owner of any adjoining property make and thereafter maintain a good and sufficient boundary wall or close wooden fence five feet above the present level of the ground on the site marked "T" within the boundary on the plan drawn hereon.

Except an ornamental fence wall or curb and railing or post and rail fence no erection or building whatsoever shall be erected on the said land nearer the road than eight feet and no building to be erected on the said land shall be occupied or used other than as a private dwellinghouse or professional residence nor shall anything be done upon the premises which may be or grow to be a nuisance annoyance or injury to the houses or land adjoining or contiguous thereto or the owners or occupiers thereof

The Purchaser shall not dig and remove on or from the said land any gravel sand clay or soil except what may be necessary in excavating the foundations of any building which may be erected thereon.

No building or other erection whatsoever shall be erected or permitted on the said plot except a good and substantial mesuage with or without outbuildings conservatories greenhouses or stables and of not less value for materials and labour at cost price than Two hundred and seventy five pounds.

The Purchaser shall pay to the Vendor his heirs or assigns the owner or owners for the time being of the residue of the Gordon Avenue Estate the sum of sixpence per annum in respect of the tithe rent charge on the said land hereby conveyed until the redemption of such tithe rent charge such yearly payment to be made in advance the first payment to be made by the Purchaser on completion of the purchase. If the Vendor his heirs or assigns or other the owner or owners as aforesaid shall at any time elect to redeem the tithe rent charge on the said Gordon Avenue Estate the said Purchaser shall bear and pay his proper proportion of the expenses of and incidental to such redemption.

No road street or passage or any description shall at any time be made through or on the land communicating with any adjoining land or premises so as to enable the owners or occupiers thereof to pass into or communicate with Gordon Avenue aforesaid."

NOTE: The T marks referred to above do not affect the land in this title.

Title number WSX36811

## Schedule of restrictive covenants continued

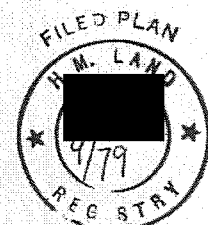
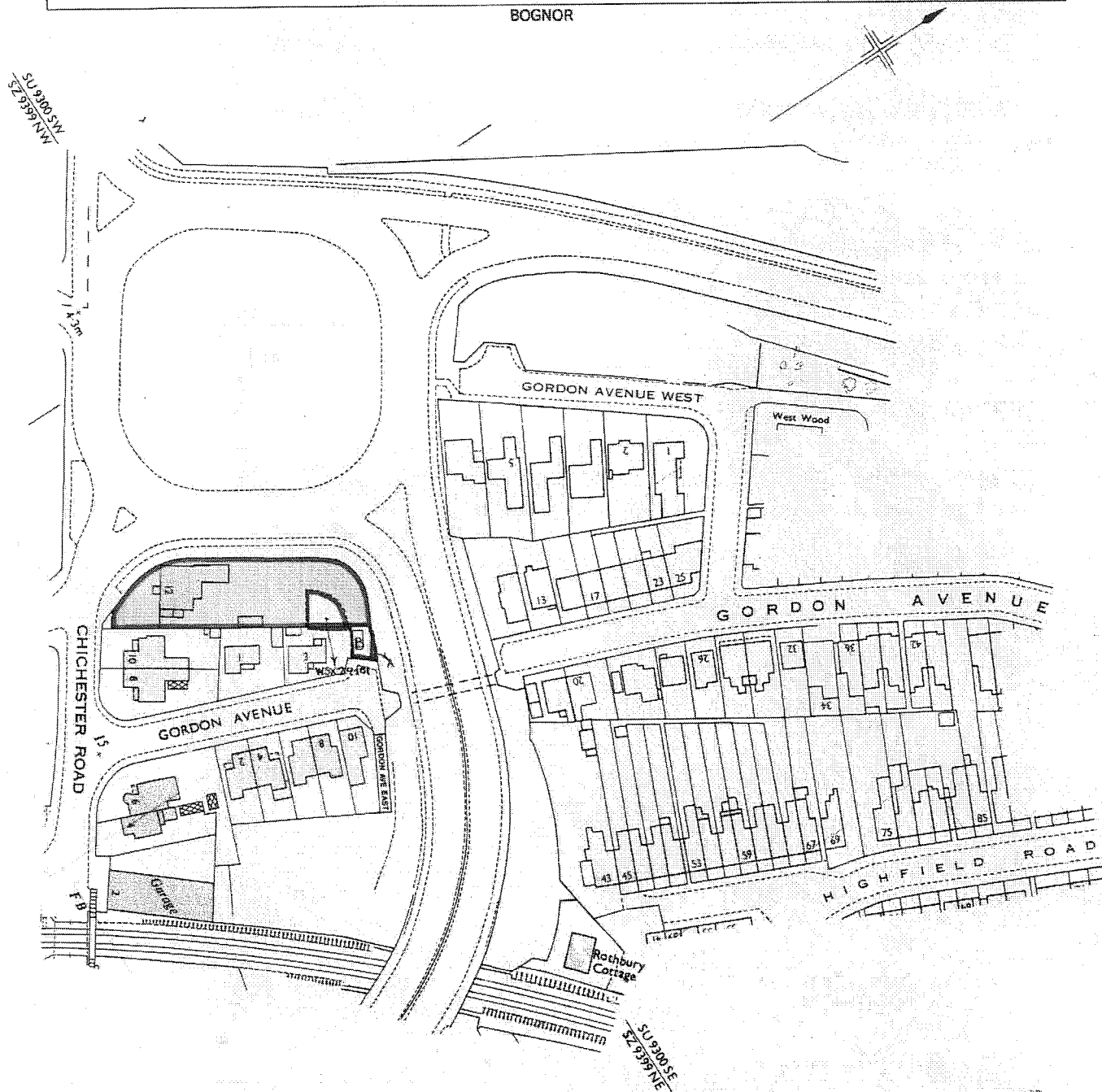
2 The following are details of the covenants contained in the Conveyance dated 1 October 1980 referred to in the Charges Register:-

"1. THE Purchaser covenants with the Vendor that he will not erect any dwelling messuage structure or any other construction upon the land conveyed and will not suffer or allow any other person so to do."

End of register

|                                   |         |               |                        |
|-----------------------------------|---------|---------------|------------------------|
| H.M. LAND REGISTRY                |         | TITLE NUMBER  |                        |
|                                   |         | W S X36811 ✓  |                        |
| ORDNANCE SURVEY<br>PLAN REFERENCE | SU 9300 | SECTION U     | Scale<br>1/1250        |
| COUNTY WEST SUSSEX                |         | DISTRICT ARUN | © Crown copyright 1977 |

BOGNOR



**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 07 July 2014 shows the state of this title plan on 07 July 2014 at 10:46:48. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Durham Office .

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