

ARUN DISTRICT COUNCIL

- and -

FARNDELL BUILDERS (SUSSEX) LTD

DEED OF DISCHARGE/VARIATION

**under Section 52 Town and Country Planning Act 1971 and Section
106A of the Town & Country Planning Act 1990 relating to Land at**

in the County of West Sussex

**Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF**



Ref: PO/VAR

THIS DEED OF VARIATION/DISCHARGE is made the _____ day of _____ 20

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF and
- (2) Farndell Builders Ltd 14 Gossamer Lane, Bognor Regis, W.Sussex, PO21 3AY

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 52 /106
Town & Country Planning Act 1971/ 1990 on _____ between the Council
(1) and /the then/ Owners being (2)

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Owner is successor in title to the Owner specified in the Original Agreement
- 2.2 The Council and the Owners agree that _____ and agree to join in this Deed to
give effect to such agreement
- 2.3 The Mortgagee holds a Legal Charge on the Property by virtue of a Deed made
between the Owners and the Mortgagee and has agreed to join in this Deed to give
effect to the agreement referred to at clause 2.2

3. Operative powers

The Council enters into this Deed under its powers contained in S52 /S106B S106 BA and
S106BC Town and Country Planning Act 1971/ 1990 S111 and S135 Local Government
Act 1972 and all other powers enabling

4. Release/Variation

Release

3.1 The Council **DISCHARGES RELEASES AND SURRENDERS** the Property to the Owners freed and discharged from the Original Agreement and all claims and demands under it

or

Variation

4.1 The Council and the Owner AGREE that the Original Agreement shall be varied in that:-

4.2 The Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

4.3 The Mortgagee joins herein to confirm its agreement with the contents of this Deed

5. Three Years Time Limit for Applicability of Deed Of Variation for Affordable Housing Provisions

5.1 In accordance with S106BA and S106BC Town and Country Planning Act 1990 it is agreed by the Council and the Owner that :-

- (a) The variations contained in this Deed shall apply to the Land/Property for no more than three years from the date of this Deed.
- (b) The Time Period of three years is :- [Date of Deed –Three years hence]
- (c) If the Development has not been completed by the end of [3 years] the Deed shall be treated from that date as if it contained the Affordable Housing Provisions contained in the Original Agreement and those provisions shall apply then apply to the Land/Property/Development or such part of the Development that is not commenced on that date

6. Costs

The Owners shall pay the Council's reasonable legal costs on completion of this Agreement.

7. Local Land Charge

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register [so as to record the variation]

or

The Original Agreement is a local land charge and is entered in the relevant register. Upon completion of this Deed of Discharge that entry shall be removed from the register.

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owners have hereunto set their hands as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY:

SEAL BOOK NO

SIGNED by the said _____
as his Deed in the presence of:

SIGNED by the said _____
as her Deed in the presence of:

CERTIFICATE OF TITLE

I/We _____ of _____ Solicitors for the
Owners certify the truth of recital

hereunto

Dated this _____ day of _____

Signed _____