

DATED

13th November 2025

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER  
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990**

**RELATING TO LAND AT ALLESTREE COURT, WALTON ROAD,  
BOGNOR REGIS, PO21 1NN**

**Parties:**

**OWNER: DECIMUS INVESTMENTS LIMITED (Co. REGN. No.  
10317325), 1<sup>ST</sup> FLOOR, 105-111 EUSTON STREET, LONDON NW1 2EW**

## CONTENTS

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### CLAUSE

1.	Interpretation .....	1
2.	Statutory provisions .....	3
3.	Covenants with the Council .....	3
4.	Release .....	3
5.	Determination of deed .....	4
6.	Local land charge .....	4
7.	Interest on late payment .....	4
8.	Council's costs .....	4
9.	Ownership .....	4
10.	Notices .....	4
11.	Third party rights .....	5
12.	Governing law .....	5

THIS DEED is dated 13th November 2025

(1)

DECIMUS INVESTMENTS LIMITED incorporated and registered in England and Wales with company number 10317325 whose registered office is at 1<sup>st</sup> Floor, 105-111 Euston Street, London NW1 2EW [Owner]

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF [Council]

#### BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the registered proprietor with Title Absolute of the land registered at HM Land Registry under Title Number SX10572 known as Allestree Court, Walton Road, Bognor Regis (PO21 1NN).
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) In consideration of Pagham Harbour policy ENV DM2 of the Local Plan 2011-2031, and Cabinet's approval of the tariff-based system on 20 July 2015 and a reduction in the tariff on 10 April 2017, the Owner gives this undertaking to perform the obligations set out in this deed.

#### AGREED TERMS

##### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

###### 1.1 Definitions:

**Access Management Contribution:** the sum of one thousand nine hundred and twenty-four pounds £1924.00 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

**Base Rate:** the higher of [5%] and the base rate from time to time of Barclays Bank plc.

**Commencement of Development:** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 [but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.] **Commenced** and **Commences** shall be construed accordingly.

**Commencement Date:** the date of Commencement of Development.

**Default Interest Rate:** [4%] per annum above the Base Rate.

**Development:** the development of the Property by "application for prior approval under Schedule 2 Part 20 Class A for the construction of one additional storey creating 2 No. additional dwellings" as described in the Planning Application.

**Pagham Harbour:** A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

**Plan:** the plan attached to this deed.

**Planning Application:** an application for planning permission registered by the Council under reference number BR/197/25/PD

**Planning Permission:** means a Planning Permission for the Development pursuant to the Planning Application.

**Property:** the freehold land at Allestree Court, Walton Road, Bognor Regis (PO21 1NN) shown edged red on the Plan and registered at HM Land Registry with absolute title under title number SX10572.

**TCPA 1990:** Town and Country Planning Act 1990

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England OR Wales].

- 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include 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 are to the clauses of this deed.
- 1.13 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.
- 1.14 Where an obligation fails 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.

## **2. STATUTORY PROVISIONS**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, Localism Act 2011 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

## **3. COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

## **4. RELEASE**

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

## 5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

## 6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

## 7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

## 8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

## 9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

## 10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or

- (b) sent by pre-paid first-class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
- (b) for the attention of the Owner DECIMUS INVESTMENTS LIMITED (CO. REGN. NO.10317325) at 1<sup>st</sup> Floor, 105-111 Euston Street, London NW1 2EW.

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first-class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **11. THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **12. GOVERNING LAW**

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.

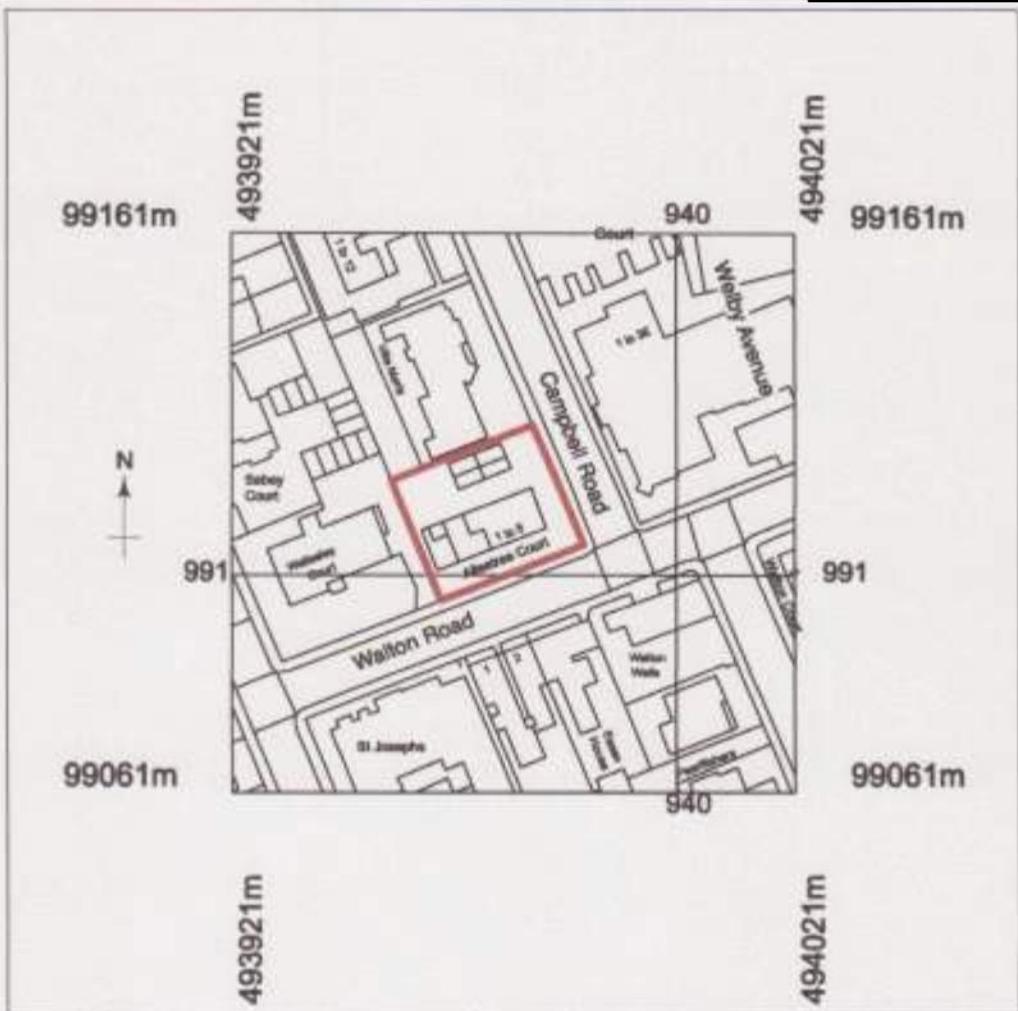
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by DECIMUS  
INVESTMENTS LIMITED acting by  
ANTHONY HAINES, a director and

[SIGNATURE OF FIRST  
DIRECTOR]  
Director

PAUL THOMSON, a director of  
DECIMUS INVESTMENTS  
LIMITED

[SIGNATURE OF SECOND  
DIRECTOR]  
Director



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THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 29 SEP 2022 AT 10:23:19. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, DURHAM OFFICE.

TITLE NUMBER: SX10572

There is no application or official search pending against this title.

## A: Property Register

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

WEST SUSSEX : ARUN

- 1 (07.01.1898) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Allestree Court, Walton Road, Bognor Regis (PO21 1NN).
- 2 A new filed plan based on the latest revision of the Ordnance Survey Map has been substituted for the original plan.

## 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 (05.01.2022) PROPRIETOR: DECIMUS INVESTMENTS LIMITED (Co. Regn. No. 10317325) of 1st Floor, 105-111 Euston Street, London NW1 2EW.
- 2 (05.01.2022) The price stated to have been paid on 14 December 2021 was £63,000.

## C: Charges Register

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

- 1 A Conveyance dated 5 October 1892 made between (1) Henry Campbell Jenkins and (2) William Tate contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance dated 31 August 1897 made between (1) William Tate (Vendor) (2) William Smith and Ebenezer Prior (3) Edward Arnold and (4) John Harrison (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to such rights of way, user of gardens, the right to hang washing or laundry in area, user of dustbin recess, right of drainage, passage of water gas and electricity, right of entry, the right to connect wireless or television set to any aerial provided and other rights as are granted by the Leases specified in the schedule of leases annexed.
- 4 (01.12.2011) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 5 October 1892 referred to in the Charges Register:-

"And which conditions the said William Tate for himself his heirs executors administrators and assigns and to the intent and so far as to bind not only himself personally (but also so far as practicable all future owners and tenants of the lands and premises hereby assured or any part thereof and to bind such lands and premises into whosoever hands the same may come) doth hereby covenant with the said Henry Campbell Jenkins his heirs and assigns at all times hereafter to observe and perform PROVIDED ALWAYS that the covenant hereinbefore contained on the part of the said William Tate is not to be held personally binding upon him or any other person or persons except in cases of breaches committed or occasioned during his or their joint or sole seisin of or title to the land hereby conveyed.

### THE SCHEDULE ABOVE REFERRED TO

1. No house or part of a house shall be erected on any part of the land hereinbefore conveyed of less value than £600 with the exception of those immediately facing Walton Road as now laid out where a value of £500 per house shall be sufficient or £800 for two semi-detached villas facing such road. The value of a house is the amount of its net first cost of material and labour of construction only estimated at the lowest current prices.
2. Not more than twenty houses shall be erected on the whole of the land hereinbefore conveyed and shall be detached or semi-detached villas.
3. No building shall be erected on the said land or used as a public house hotel shop warehouse workshop factory or otherwise than as a private dwelling house or office or stabling attached or appurtenant thereto.
4. No trade or manufacture of a noisome or offensive nature shall be carried on upon any part of the said land.
5. The house built in the east corner of the said land shall be of not less value than £350 and shall front the Upper Bognor Road and shall be erected so as not to come in any way beyond the centre of the porch now existing of the cottage belonging to Mrs. M. Jenkins the mother of the said Henry Campbell Jenkins and no wall or fence in front of such cottage beyond the point fixed for the frontage of such house and the Upper Bognor Road shall be above 3 feet high."

NOTE: The conditions are those contained in the Schedule to the Deed.

2 The following are details of the covenants contained in the Conveyance dated 31 August 1897 referred to in the Charges Register:-

"The Purchaser for himself and all persons claiming under him and so as to bind the owner and owners for the time being of the hereditaments hereby conveyed and of any and every part thereof but not so as to make any person or persons responsible in respect of any breach committed after he or they shall have ceased to be the owner or owners of the same or any part thereof upon or in respect of which such breach shall have been committed hereby covenants with the Vendor and as a separate covenant with the parties hereto of the second part and also as a further separate covenant with the said Edward Arnold as follows:-

- (a) That no other house than the existing house or in case of destruction thereof one other house to be erected in lieu thereof shall at any time be erected on any part of the said land hereby conveyed
- (b) No trade or manufacture shall be carried on upon the said land or in any building or erection thereon and no building erected upon the said land shall be used as a public house hotel shop warehouse and workshop factory or other than as a private dwelling-house or office or stabling attached or appurtenant thereto.
- (c) No erection except a division wall not exceeding four feet in height shall at any time be erected on the said land within twenty feet

Schedule of restrictive covenants continued

from the said road called or intended to be called Campbell Road."

Schedule of notices of leases

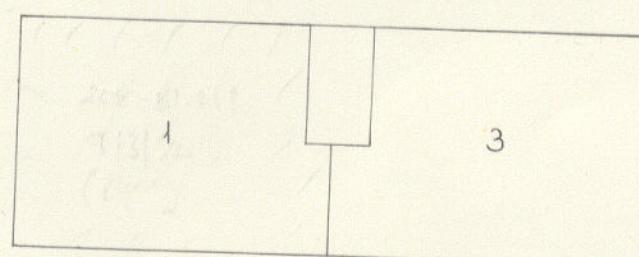
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	01.03.1973 3 (part of) 4	Flat 2 (First Floor) Garage 2	17.11.1972 99 years from 24.6.1972	SX152469
2	07.03.1973 5 (part of) : 6	Flat 1 (Ground Floor) : Garage 1	12.01.1973 99 years from 24.6.1972	SX152620
3	23.08.1973 3 (part of) 7	Flat 5 (Second Floor)	20.06.1973 99 years from 24.6.1972	SX156696
4	01.12.2011 1 (part of): 2	Flat 4 (Second Floor): Garage	23.11.2011 From and including 23.11.2011 to and including 19.12.2161	WSX346923
5	17.02.2012 1 (part of) : 8 (part of)	Flat 3 (First Floor) : Garage (Ground Floor)	01.02.2012 from 01.02.2012 to 19.12.2161	WSX348440

End of register

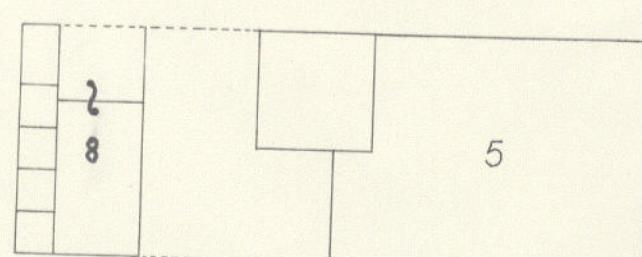
# H. M. LAND REGISTRY

SUPPLEMENTARY PLAN SHOWING REFERENCE NUMBERS FOR LEASES

Scale 1/250

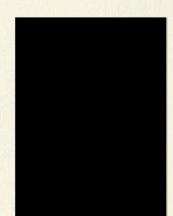


FIRST AND SECOND FLOORS



GROUND FLOOR

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# H.M. LAND REGISTRY

TITLE NUMBER

**SX 10572**

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY  
SUSSEX

SHEET

NATIONAL GRID

SECTION

SZ 9399

F

Scale: 1/1250

COUNTY OF WEST SUSSEX

ARUN DISTRICT

BOGNOR PARISH

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Old Reference LXXIV 6 B



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