

2 - APR 2026

DATED

29th March 2026

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

**RELATING TO LAND AT 51 ALDWICK ROAD BOGNOR REGIS WEST
SUSSEX PO21 2NJ**

Parties:

SS AMMA LIMITED

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THIS DEED is dated 29th March 2026.....

- (1) SS AMMA Limited incorporated and registered in England and Wales with company number 14624376 whose registered office is at 1 Beauchamp Court, 10 Victors Way, Barnet, Hertfordshire EN5 5TZ ("the **Owner**")

IN FAVOUR OF

- (2) 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 WSX37961.
- (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, Cabinet's approval of the tariff based system on 20 July 2015 and a reduction in the tariff on 10 April 2017 and Planning Policy Committee Report ([Model report with explanatory text – November 2023 \(arun.gov.uk\)](#)) 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 £962 [nine hundred and sixty two pounds only] 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 the retention of change of use of first and second floor office to a 5 bed HMO 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/20/26/PL.

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

Property: the freehold land at 51a Aldwick Road Bognor Regis PO21 2NJ shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX37961.

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 falls 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 SS AMMA LTD at 1 Beauchamp Court, 10 Victors Way, Barnet EN5 5TZ
- 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.

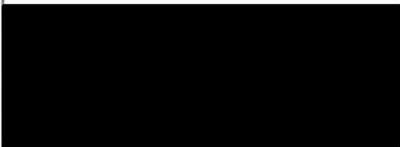
11. THIRD PARTY RIGHTS

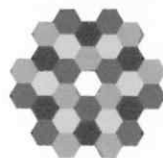
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

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.

2. Executed as a deed by SS AMMA LIMITED acting by CHANDRAM SASIKUMAR, a director and  a director OR its secretary	 SIGNATURE OF FIRST DIRECTOR Director  SIGNATURE OF SECOND DIRECTOR OR SECRETARY Director OR Secretary
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Official copy of register of title

Title number WSX37961

Edition date 11.08.2025

- This official copy shows the entries on the register of title on 23 Dec 2025 at 16:30:00.
- 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 23 Dec 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 51 Aldwick Road, Bognor Regis (PO21 2NJ).
- 2 The mines and minerals are included.

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 (11.08.2025) PROPRIETOR: SS AMMA LIMITED (Co. Regn. No. 14624376) of 1 Beauchamp Court, 10 Victors Way, Barnet EN5 5TZ.
- 2 (11.08.2025) The price stated to have been paid on 29 May 2025 was £223,000.
- 3 (11.08.2025) A Transfer dated 29 May 2025 contains positive and/or indemnity covenants.

NOTE: Copy filed.

C: Charges Register

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

- 1 A Transfer of the land in this title and other land dated 31 July 1911 made between (1) Ada Mary Stocker, Alonzo Harold Stocker, Hope Johnstone and Robert Le Brasseur and (2) John Page Easton contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of adjoining land to the East of the land in this title

C: Charges Register continued

in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 31 July 1911 referred to in the Charges Register:-

1. Fences. The Purchaser shall forthwith make and afterwards maintain good substantial boundary walls or close fences on the land purchased by him next the road on which the same fronts and the side and back thereof marked 'T' within the boundary as shown on the said plan. The front boundary fence and the return back fence to the building line shall be not higher than 4 feet and other fences shall be not less than 4 feet or more than 6 feet in height. All such fences shall be of such materials and design as the Vendors or their Architect may approve.

2. Building Line. The building line from the road boundary shall be observed as marked on the said plan and no building shall be erected nearer the division fences than 4 feet. Nothing is to be erected between the building line and the road but fences bay windows or architectural dressings.

3. Buildings. The Purchaser shall submit plans and elevations of all buildings additions to existing buildings stables motor sheds etc. proposed to be erected on the lot purchased by him to the Vendors Architect and obtain his written approval of same before commencing building. The architects approval or disapproval shall be notified to the Purchaser within one month from the deposit of the plans. No fee shall be payable in respect thereof. No house shall be stuccoed but this shall not preclude the proper use of rough cast.

NOTE 1: All houses must be detached or semi detached except on the plots fronting Aldwick Road where terrace houses will be allowed No restriction is placed on the style of building to be erected but the Vendors architect will require the side and back elevations to be treated in the same style as the front so that each house may be presentable from all points of view

4. Value of Buildings. No building shall be erected on lots 24 to 49 inclusive of a less value than £500. Not more than one house shall be erected on each plot.

5. Prohibited Trades. No building shall be used without the consent of the Vendors as or for an hotel inn public house or beershop No manufacture shall be carried on on any of the lots or buildings erected thereon and no operative machinery shall be fixed or placed on same. No chimney stacks other than those attached to dwellinghouses shall be erected without in any case the consent of the Vendors. No lot or lots shall be used for any purpose which shall in anyway be a nuisance damage or annoyance to the Vendors their executors administrators or assigns or their tenants or to the owners or tenants of adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of any part of the rest of the estate.

6. Prohibited Buildings etc. No temporary building structure or caravan whether on wheels or otherwise of any kind is to be erected or placed on any lot except sheds or workshops used only for the works incidental to the erection of the house to be built thereon or on the next immediately adjoining lot or lots. No bricks earth or clay shall be made or burned on any lot nor shall any sale of building materials be held thereon. No mould or refuse shall be deposited on any of the lots nor shall any gravel or minerals be excavated for below the level of the roadway except for foundations of buildings No lot or portion thereof is to be made into or used as a road or way to any adjoining land In the event of the breach of this stipulation by the Purchaser shall forthwith pay to the Vendors the sum of £100 not by way of penalty but as liquidated damage.

And the Purchaser hereby covenants with the Vendors that he the Purchaser his heirs and assigns will at all times hereafter observe and

Schedule of restrictive covenants continued

reference to such restrictive conditions to be inserted in all assurances and leases by him or them of the lots purchased by him or any part thereof.

NOTE 2: The T marks referred to in clause 1 above affect the Western and Southern boundaries of the land in this title

NOTE 3: The building referred to in clause 2 above is the existing line of frontage of buildings

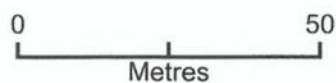
NOTE 4: The land in this title is included in lot 44.

2 The following are details of the covenants contained in the Transfer dated 27 October 1911 referred to in the Charges Register:-

And the Vendor for himself his heirs executors administrators and assigns hereby covenants with the Purchaser his heirs executors administrators and assigns that he the Vendor his heirs executors administrators and assigns will build only shop property on plot 44 shewn on the said accompanying plan and will not erect any Garage thereon or use any building thereon as a Garage, or use the said plot 44 or any building to be erected thereon for the business of a Grocer so long as the land hereby transferred or any building to be erected thereon shall be used for the carrying on of the business of a Grocer.

NOTE: The land in this title is included in plot 44.

End of register



ReQuestaPlan

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