

Planning Application Reference:	BR/217/07
Document Type:	Section 106 agreement
Date of Agreement:	19th September 2007

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names with addresses** and block.

Check **maps** for signatures and block.

Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

Dated:

19th SEPTEMBER 2007

Between:

[1] [REDACTED]	[The Owner 1]
[2] [REDACTED] ni	[The Owner 2]
[3] [REDACTED]	[The Applicant]
[4] [REDACTED]	[The Mortgagee]
[5] Arun District Council	[ADC]
[6] West Sussex County Council	[WSCC]

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to land at 55 and 57 Victoria Drive Bognor Regis West Sussex**

**Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON**

Reference: BR/217/07

1. **THIS DEED** is by undertaking and is dated 19/09/ 2007 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. **PARTIES**

Owner 1	
Mortgagee	
Owner 2	
Applicant	
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
WSSC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. **CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS**

Party	Capacity
Owner	
Applicant	The Applicant for prospective Planning Permission under Application Ref: BR/217/07 submitted on 12/07/07 for a Residential development of one detached with a garage, six semi-detached and six flats and "Planning Applications" and "Development" shall be construed accordingly.
Mortgagee	
ADC and WSSC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. **BACKGROUND**

- 4.1 The Applicant has made the Planning Application which the ADC is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.
- 4.2 The Mortgagee agrees and consents to the Owner and the Applicant entering into this Deed and to the land being bound by its terms.

5. **CONTRIBUTIONS PAYABLE**

- 5.1 The Owner and the Applicant undertakes with the ADC and WSSC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
WSCC	On or before start of the Development	£18,409	Primary School Places
WSCC	On or before start of the Development	£1,896	Library Infrastructure
WSCC	On or before start of the Development	£210	Fire Service Infrastructure
ADC	On or before start of the Development	£7,000	Child Play Facilities

5.2 The Owner and the Applicant undertakes with ADC and WSCC not to start the Development until the payments are made.

6. ADDITIONAL CLAUSES

The Owner and the Applicant undertakes with ADC and WSCC as follows:-

6.1 Start Date of this Deed and Obligations

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

6.1.2. Section 56 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.

6.1.3. On Commencement of the Development the Owner and the Applicant will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

6.2 Index Linking

General

The Owner and the Applicant undertakes with the ADC that the Child Play Facilities Contribution due 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 Due Date
- B is the original sum mentioned in this Deed
- C is the General Index of Retail Prices [all items] for the month two months before the Due Date
- D is the General Index of Retail Prices [all items] for the month two months before the date of this Deed
- $\frac{C}{D}$ is equal to or greater than 1

Specific

The Owner and the Applicant undertakes with ADC and WSCC that:-

6.2.1 Education Contribution Index Linked

"The Education Contribution means the sum of eighteen thousand four hundred and nine pounds (£18,409) BUT where the Education Contribution is paid after 31 March 2008 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places for primary schools (1.61) x Cost Multiplier

And the Cost Multiplier shall be the DfCSF average build cost multiplier for primary schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution

6.2.2 Library Contribution Index Linked

The Library Contribution is one thousand eight hundred and ninety six pounds (£1,896) PROVIDED THAT the Library Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of the Contribution

6.2.3 Fire Service Infrastructure Contribution Index Linked

The Fire Service Infrastructure Contribution is two hundred and ten pounds (£210) PROVIDED THAT the Fire Service Infrastructure Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of the Contribution

6.3 Interest of Payments

The Owner and the Applicant undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC 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.

6.4 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.

6.5 Costs

The Owner and the Applicant undertakes with ADC and WSCC to on signing of this Deed to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.
- 7.3 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.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 7.6 This Deed is a Local Land Charge and shall be registered as such.

8. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

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: **Counterpoint Properties Ltd.**

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	55 & 57 Victoria Drive, Bognor Regis. West Sussex PO21 2TQ
NATURE OF DEVELOPMENT:	Residential development - one detached with a garage, six semi-detached and six flats
PLANNING PERMISSION DATE & REFERENCE	BR/217/07
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 :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by/on behalf of: Counterpoint Properties Ltd.
2. Land at: 55 & 57 Victoria Drive, Bognor Regis. West Sussex PO21 2TQ
3. Agreement dated:
4. Planning application reference number: BR/217/07
5. Obligation in Agreement:

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY THE OWNER
MAYENDA PROPERTIES LTD.
[REDACTED]

SECRETARY

SIGNED AS A DEED BY
[REDACTED]
THE OWNER CHAIRMAN

AND [REDACTED]

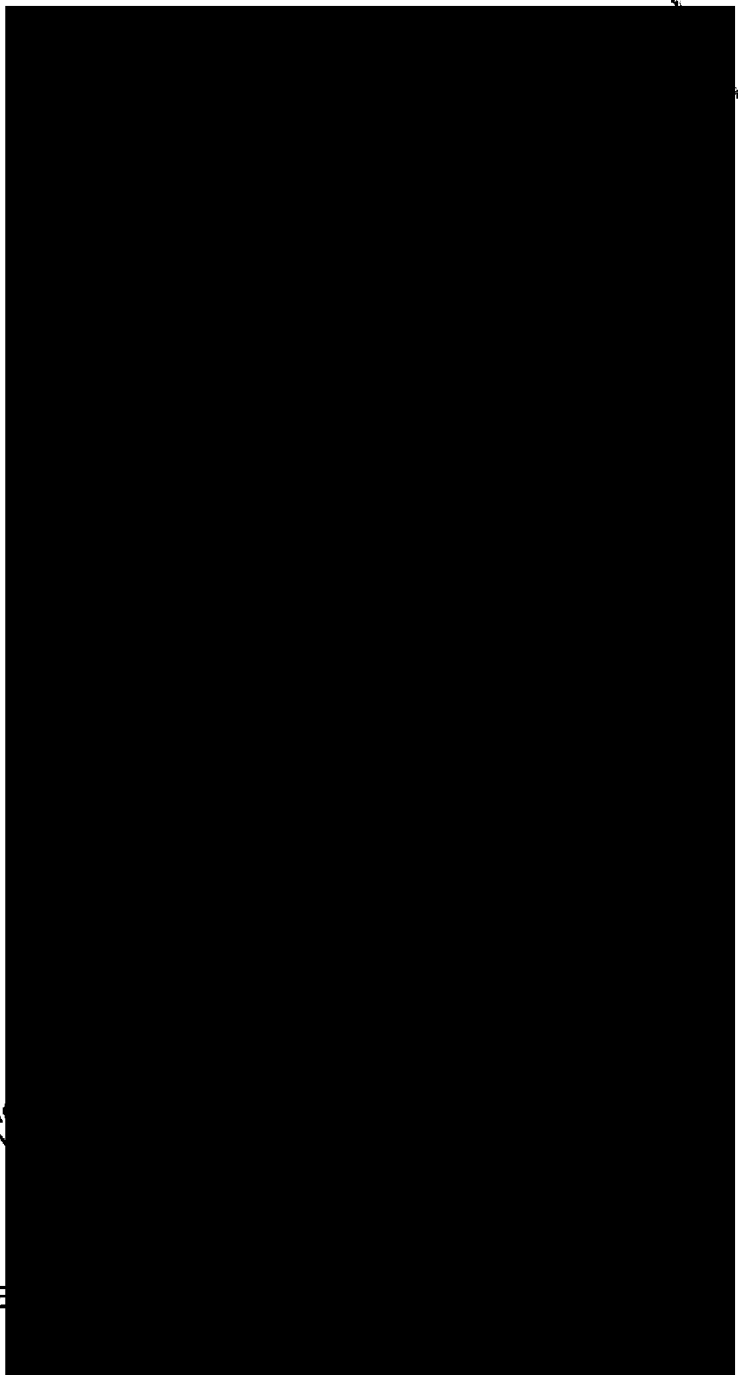
IN THE PRESENCE OF

SIGNED AS A DEED BY THE APPLICANT
COUNTERPOINT PROPERTIES LTD.
DIRECTOR

SECRETARY

SIGNED AND DELIVERED AS A DEED
FOR AND ON BEHALF OF THE MORTGAGE
NATIONAL WESTMINSTER BANK PLC BY
AUTHORISED ATTORNEY

IN THE PRESENCE OF
WITNESS' SIGNATURE BANK EMPLOYEE





012

**SITE LAYOUT PLAN
DEVELOPMENT AT
VICTORIA DRIVE
BOGNOR REGIS - WEST SUSSEX**

Dated:

19th SEPTEMBER 2007

Between:

[1]	[REDACTED]	
[2]	[REDACTED]	
[3]	[REDACTED]	
[4]	National Westminster Bank Plc.	[The Mortgagee]
[5]	Arun District Council	[ADC]
[6]	West Sussex County Council	[WSCC]

PLANNING OBLIGATION

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and other powers relating to land at 55 and 57 Victoria Drive Bognor Regis West Sussex

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WSCC	On or before start of the Development	£1,896	Library Infrastructure
WSCC	On or before start of the Development	£210	Fire Service Infrastructure
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SCHEDULE 1

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Dated this _____ day of _____ 200

Signed _____

On Behalf Of: **Counterpoint Properties Ltd.**

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406] Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	55 & 57 Victoria Drive, Bognor Regis. West Sussex PO21 2TQ
NATURE OF DEVELOPMENT:	Residential development - one detached with a garage, six semi-detached and six flats
PLANNING PERMISSION DATE & REFERENCE	BR/217/07
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

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Payment of Monies due under a Section 106 Planning Obligation.

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If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littletown West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

1. Payment to be made by/on behalf of: Counterpoint Properties Ltd.
2. Land at: 55 & 57 Victoria Drive, Bognor Regis. West Sussex PO21 2TQ
3. Agreement dated:
4. Planning application reference number: BR/217/07
5. Obligation in Agreement:

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY THE OWNER

SECRETARY

SIGNED AS A DEED BY

IN THE PRESENCE OF

SIGNED AS A DEED BY THE APPLICANT
COUNTERPOINT PROPERTIES LTD.
DIRECTOR

SECRETARY

SIGNED AND DELIVERED AS A DEED
FOR AND ON BEHALF OF THE MORTGAG
NATIONAL WESTMINSTER BANK PLC BY
AUTHORISED ATTORNEY

IN THE PRESENCE OF
WITNESS' SIGNATURE BANK EMPLOYEE



**SITE LAYOUT PLAN
DEVELOPMENT AT
VICTORIA DRIVE
BOGNOR REGIS - WEST SUSSEX**

Title Number : WSX267728

This title is dealt with by Land Registry Portsmouth Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 19 SEP 2007 at 10:10:49 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number : WSX267728

Address of Property : 57 Victoria Drive, Bognor Regis (PO21 2TQ)

Price Stated : £330,000

Registered Owner(s)

[REDACTED]

Lender(s) : NAT WEST BANK PLC

Title number WSX267728

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 SEP 2007 at 10:10:49. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (28.10.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 57 Victoria Drive, Bognor Regis (PO21 2TQ).

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 [REDACTED]
- 2 (28.10.2002) The price stated to have been paid on 23 September 2002 was £330,000.
- 3 (28.10.2002) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (28.10.2002) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 23 September 2002 in favour of Nat West Bank Plc referred to in the Charges Register.

C: Charges Register

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

- 1 (28.10.2002) [REDACTED]
ma
IR
Ma
NOTE: Original filed.
- 2 (28.10.2002) REGISTERED CHARGE dated 23 September 2002 to secure the moneys including the further advances therein mentioned.
- 3 [REDACTED]

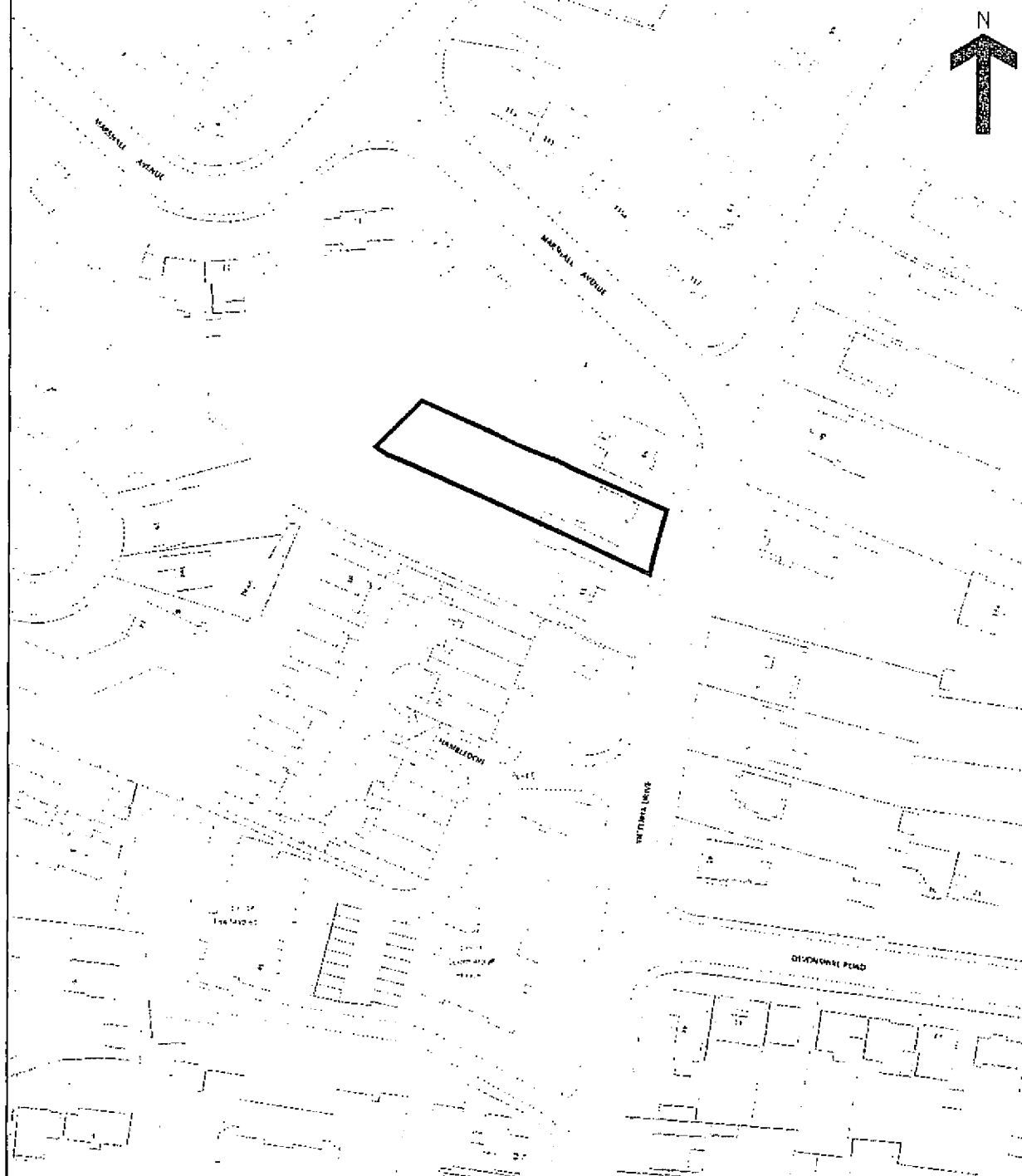
End of register

Land Registry Current title plan

Title number WSX267728
Ordnance Survey map reference SZ9299SE
Scale 1:1250
Administrative area WEST SUSSEX: ARUN



© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



This is a copy of the title plan on 19 SEP 2007 at 10:10:50. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. 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 7 - Title Plans.

This title is dealt with by Land Registry, Portsmouth Office.

Title Number : WSX31992

This title is dealt with by Land Registry Portsmouth Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 19 SEP 2007 at 10:02:13 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

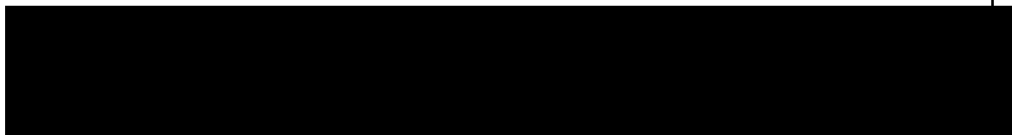
REGISTER EXTRACT

Title Number : WSX31992

Address of Property : 55 Victoria Drive, Bognor Regis (PO21 2TQ)

Price Stated : Not Available

Registered Owner(s)



Lender(s) : None

Title number WSX31992

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 SEP 2007 at 10:02:13. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

WEST SUSSEX : ARUN

- 1 (21.03.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 55 Victoria Drive, Bognor Regis (PO21 2TQ).

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

C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the filed plan dated 12 September 1913 made between (1) Annie Edith Marshall (2) Newton Herbert Marshall and Ernest Marshall Cowell (3) Alice Cowell (4) Jasper Cowell and Annie Mary Allen and (5) Richard Habin (Purchaser) contains the following covenants:-

"The Purchaser as to the land assured for himself his heirs and assigns mutually covenant each with the other to observe the restrictive covenants mentioned in the Second Schedule hereto and so that the said covenants shall not be personally binding upon the Purchaser and the Vendors respectively or their respective heirs or assigns except during the time of their sole or joint seisin of or title to the land and hereditaments whereto the same respectively relate And the Purchaser for himself and his assigns hereby covenants with the Vendors that he the Purchaser his heirs or assigns will at his or their own expense erect and for ever after maintain good and substantial fences on the North East and North West boundaries of the hereditaments hereby conveyed.

THE SECOND SCHEDULE above referred to

1. Not to do or commit any act matter or thing on the said land hereby conveyed or the adjoining estate of the Vendors in Victoria Drive which shall be or grow to be a nuisance annoyance or inconvenience to the parties hereto of the first second and fourth parts or the Purchaser or to the neighbourhood or to the owners of the said land hereby conveyed and the said adjoining Estate of the Vendors.

2. Not to use or permit to be used the said land hereby conveyed or the said adjoining Estate of the Vendors or any building to be erected thereon as an Inn Tavern public House or Beer House or for the sale of Ale Beer Wine Spirits or other intoxicating drinks nor for shops of any kind whatsoever.

C: Charges Register continued

3. The house or houses to be erected on the said land hereby conveyed and the said adjoining estate of the Vendors in Victoria Drive shall be erected in accordance with plans approved by the Vendor's Surveyor and shall not cost less than Eight hundred pounds each and shall be detached houses only."

- 2 A Conveyance of the land tinted blue on the filed plan and other land dated 1 November 1917 made between the same parties referred to above contains the following covenants:-

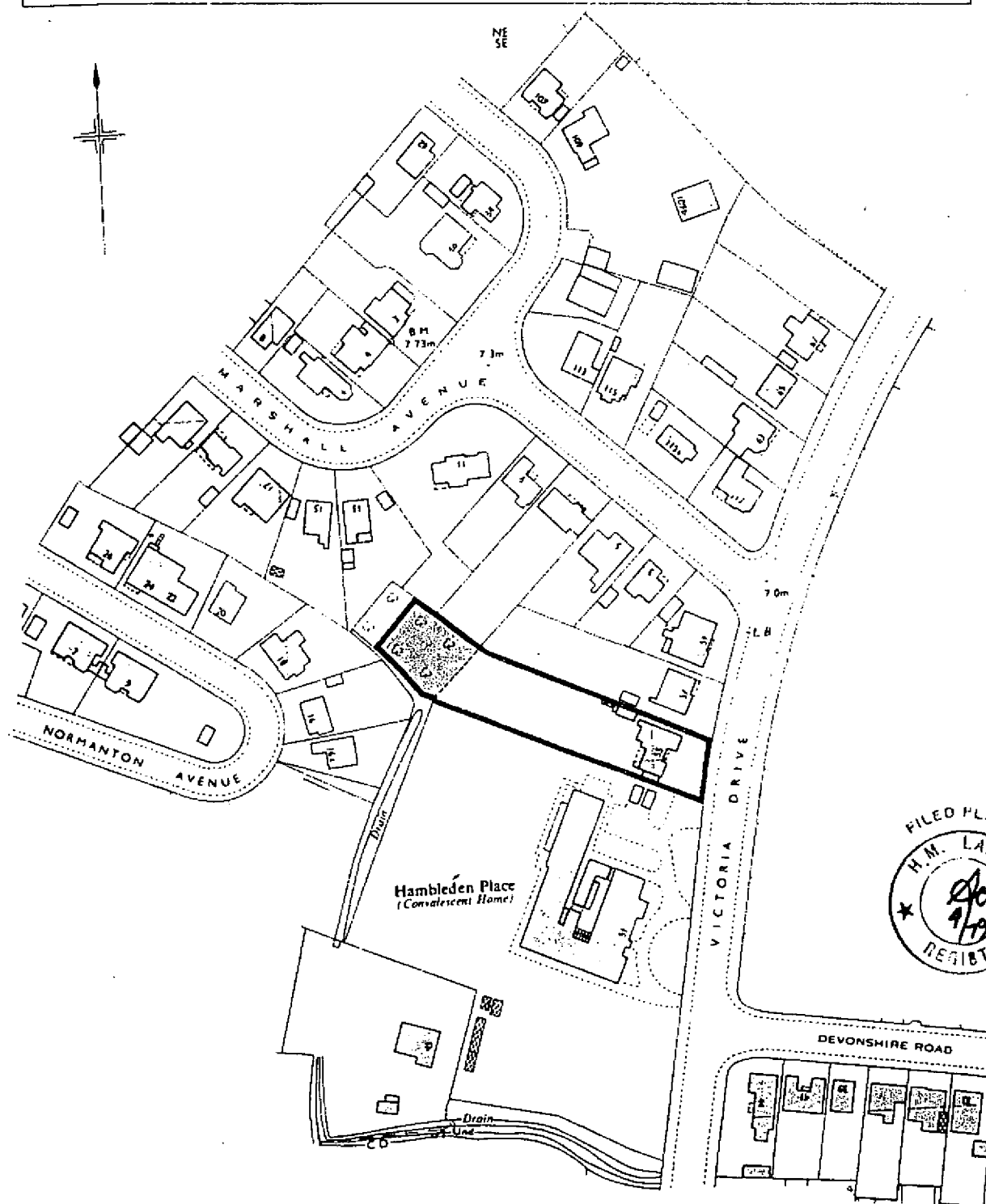
"AND the parties hereto mutually covenant that the covenants and also the acknowledgments for production of documents contained in the above written Indenture shall apply to these presents as if the same were herein repeated."

NOTE: The Indenture referred to is that dated 12 September 1913 referred to above.

- 3 (20.03.2007) UNILATERAL NOTICE in respect of a contracting purchaser under a written contract dated 16 March 2007 made between (1) Charalambos Yianni and Denise Lynn Yianni and (2) the beneficiary.
- 4 (20.03.2007) BENEFICIARY: Counterpoint Properties Limited (Co. Regn. No. 2598880) of 34 The Drive, Craigwell, Bognor Regis, West Sussex PO21 4DU and Charles Russell LLP, DX 2436, Guildford 1 (ref: 72370.2).

End of register

H.M. LAND REGISTRY			TITLE NUMBER
			WSX31992
ORDNANCE SURVEY PLAN REFERENCE	SZ 9299	SECTION D	Scale 1:1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1977	



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