

DATED

2013

ARUN DISTRICT COUNCIL

- and -

**MAJENDA PROPERTIES LIMITED
COUNTERPOINT PROPERTIS LIMITED
LANSING SECURITIES LIMITED**

- and -

**NATWEST BANK PLC
SCHRODERS (CI)LIMITED**

DEED OF VARIATION

**under Section 106A of the Town & Country Planning Act 1990 relating to Land
at 55 / 57 Victoria Drive Bognor Regis in the County of West Sussex**

**Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[(01903 737737]
Ref: 1909 - PO/VAR**

THIS DEED OF VARIATION is made the _____ day of _____ 2013

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- (2) "the County Council" West Sussex County Council of County Hall West Street Chichester PO19 1RW
- (3) "the Owners" Majenda Properties Limited Co Reg No 2509665 whose registered office is at 1 Telford Way Luton Beds LU1 1HD as Owners of No 57 referred to below
- (4) "the Owners" Counterpoint Properties Limited Co Reg No 2598880 whose registered office is at 34 The Drive Craigwell Bognor Regis PO21 4DU as Owners of No 55 referred to below
- (5) "the Owners" Lansing Securities Limited Co Reg No incorporated in British Virgin Islands whose registered office is at 34 The Drive Craigwell Bognor Regis PO21 4DU as Owners of No 55 referred to below
- (6) "the Mortgagee " Nat West Bank PLC Co Reg No 929027 of Bay House Compass Road Portsmouth PO6 4RS as Mortgagees of No 57 referred to below
- (7) "the Mortgagee " Schroders CI Limited Co Reg No incorporated in Guernsey UK reg No 245546 PO Box 334 Regency Court Glatigny Esplanade St Peter Port Bay Guernsey GY1 3UF as Mortgagees of No 55 referred to below

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means 55/57 Victoria Drive Bognor Regis
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section /106 Town & Country Planning Act 1990 on 19 September 2007 between the Council (1) the County Council (2) and then Owners being Majenda Properties Limited (3) Charalambos Yianni and Denise Lynn Yianni (4) Counterpoint Properties Limited (5) National Westminster Bank PLC (6).
- 1.3 "Phase 1 of the Development" means Building of Units 1,2,3,4,5 and 6 together with ancillary access and services under Ref BR/389/07.

- 1.4 "Phase 2 of the Development" means Building Units 7 and the 6 flats under ref BR/389/07.

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. In that Majenda Properties Limited are owners of No 57 aforesaid under Title No WSX 267728 Counterpoint Properties Limited are owners of No 55 aforesaid under Title No WSX 313950 Lansing Securities Limited are owners of No 55 aforesaid under Title No WSX 313951 and Schrodgers CI Limited are mortgagees of No 55 under Title No WSX 313951 Natwest Bank PLC are mortgagees of No 57 under Title No WSX 267728 respectively
- 2.2 The Council the County Council and the Owners agree that the payments and terms of the payments stated in the Original Agreement can be varied as shown in this Deed and agree to join in this Deed to give effect to such agreement
- 2.3 The respective Mortgagees hold Legal Charges oof different parts of the Property respectively and have 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 S106A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 and all other powers enabling whether listed here or not

4. Variation

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

- (a) The Planning Obligation shall apply to Planning Permission ref BR/389/07.
- (b) The existing Table at clause 5.1 shall be deleted and shall be replaced by the following Table :-

Payee	Time for Payment "Due Date "	Amount	Statutory Purpose and Function
WSCC	On Commencement of Phase 1 of the Development	£9,204.50	Primary School, Places
	On Commencement of Phase 2 of the Development	£9,204.50	
Totals			£18,409 .00
WSCC	On Commencement of Phase 1 of the	£948	Library Infrastructure

	Development		
	On Commencement of Phase 2 of the Development	£948	
Totals			1896.00
WSSC	On Commencement of Phase 1 of the Development	£105	Fire Service Infrastructure
	On Commencement of Phase 2 of the Development	£105	
Totals			£210.00
ADC	On Commencement of Phase 1 of the Development	££3500	Child Play Facilities
	On Commencement of Phase 2 of the Development	£3500	
Total			£7000.00

(c) Clauses relating Indexation and Interest on late Payments shall not be applicable to payments due under Phase 1 but shall be applicable to Payments due under Phase 2.

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 Mortgagees join herein to confirm its agreement with the contents of this Deed

6. Costs

The Owners shall pay the Council's reasonable legal costs on completion of this Agreement. In the sum of £450 and the County 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]

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

THE COMMON SEAL OF
West Sussex County Council was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY:
SEAL BOOK NO

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

Directors/ Secretary

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

Directors/ Secretary

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

Directors/ Secretary

SIGNED by the said Nat West Bank PLC _____
as her Deed in the presence of:

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