

Please use this Form if your planning application is for between 1 to 6 houses

Dated 11th December 2012

[1] The Owner: David Charles of Sandy Lodge, Gorse Avenue, Kingston
Gorse, East Preston, West Sussex

[2] The Mortgagee: No Mortgage

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 12
St Catherines Road, Littlehampton BN17 5HS

Planning Application Ref: LU 14612
Contributions for Affordable Housing of £6,645.00
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this 11th December 2012

By David Charles
of Sandy Lodge, Gorse Avenue, Kingston Gorse, East Preston
West Sussex

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers
Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

("The Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee agrees to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £6,645.00 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land means the land at 12 St Catherines Road, Littlehampton BN17 5HS shown edged black on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

- 3.1.1 is given by the Owner to the Council
- 3.1.2 is made pursuant to the provisions of S106 of the Act
- 3.1.3 is a planning obligation for the purposes of that S106 of the Act
- 3.1.4 is given with the intent to bind the Owner's interest in the Land
- 3.1.5 shall be enforceable by the Council as local planning authority
- 3.1.6 is executed by the Owner as a Deed

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

6.1 The Owner and the Applicant undertakes with the Council to :-

- [a] pay in addition to the above Contribution
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 For the avoidance of doubt the above charges are standard charges and shall not preclude the Council from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

SIGNED as a DEED

By THE OWNER/S in the presence of	David Charles	
Name	REECE COLEMAN	
Address	THE OLD DAIRY COTTAGE, 16A WARWICK ROAD, BN11 3ET	
Occupation	MEMBERSHIP SALES (VOLUNTARY)	
		signature

By THE OWNER/S in the presence of		signature
Name		
Address		
Occupation		
		signature

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		
		signature



CONTRACT

12-22

B

Lewis/Charles

Incorporating the Standard Conditions of Sale (Fifth Edition)

Date : 28th August 2012

Seller : ELISE MASON of Green Wright Chalton Annis Churchill Court 112 The Street Rustington West Sussex BN16 3DA as executor of Susan Betty Campbell

Buyer : DAVID JOHN CHARLES A SANDY LODGE, 602SE AVE, KINASTON LODGE, EAST PEESON

Property : (Freehold) ALL THAT Freehold property known as 12 St Catherines Road Littlehampton West Sussex BN17 5HS as the same is registered at District Land Registry with Title Absolute Freehold

Root of Title/Title Number : WSX74880

Specified Incumbrances : As set out in the Property and Charges Registers of the Sellers' title excluding any financial charges created by the Seller

Title Guarantee : (Full/Limited) Limited Title Guarantee

Completion date : 28th November 2012

Contract Rate : 4% above the base rate of Barclays Bank Plc for the time being in force

Purchase Price (Words) : TWO HUNDRED AND FIFTY FIVE THOUSAND POUNDS

Purchase Price : £ 255,000.00

Deposit : £ 25,000.00

Chattels Price : £

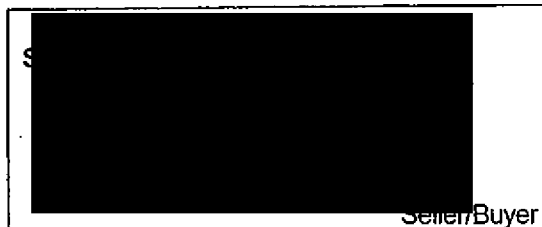
(If Separate)

Balance : £

The seller will sell and the Buyer will buy the Property for the purchase price.

WARNING

This is a formal document,
designed to create legal
rights and legal obligations.
Take advice before using it.



STANDARD CONDITIONS OF SALE (FIFTH EDITION)

ORIGINAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

GENERAL

These conditions:

- (a) 'accrued interest' means:
 - (i) if money has been placed on deposit or in a building society share account, the interest actually earned
 - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank
 - (b) 'clearing bank' means a bank which is a shareholder in CHAPS Clearing Co. Limited
 - (c) 'completion date' has the meaning given in condition 5.1.1
 - (d) 'contents price' means any separate amount payable for contents included in the contract
 - (e) 'contract rate' means the Law Society's interest rate from time to time in force
 - (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
 - (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
 - (h) 'mortgage' means a mortgage or charge securing the repayment of money
 - (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6
 - (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
 - (k) 'requisition' includes objection
 - (l) 'transfer' includes conveyance and assignment
 - (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
- 1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3 A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
 - (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred free of all mortgages (except any to which the sale is expressly subject).
- 1.1.4 These conditions apply except as varied or excluded by the contract.

1.2 Joint parties

If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.

1.3 Notices and documents

A notice required or authorised by the contract must be in writing.

1.3.1 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.

1.3.2 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:

1.3.3 (a) by fax, or

(b) by e-mail to an e-mail address for the intended recipient given in the contract.

1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.

1.3.5 (a) A notice or document sent through a document exchange is received when it is available for collection.

(b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.

(c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.

1.3.6 Condition 1.3.7 applies unless there is proof:

(a) that a notice or document has not been received, or

(b) of when it was received.

1.3.7 A notice or document sent by the following means is treated as having been received as follows:

(a) by first-class post: before 4.00pm on the second working day after posting

(b) by second-class post: before 4.00pm on the third working day after posting

(c) through a document exchange: before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee

(d) by fax: one hour after despatch

(e) by e-mail: before 4.00pm on the first working day after despatch.

1.4 VAT

1.4.1 The purchase price and the contents price are inclusive of any value added tax.

1.4.2 All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.

1.5 Assignment and sub-leases

1.5.1 The buyer is not entitled to transfer the benefit of the contract.

1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.

1.6 Third party rights

Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.

2. FORMATION

2.1 Date

2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.

2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.

2.2 Deposit

2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.

2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.

2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.

2.2.4 The deposit is to be paid:

(a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank, or

(b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account.

2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.

2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.

2.3 Auctions

2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.

2.3.2 The sale is subject to a reserve price.

2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.

2.3.4 The auctioneer may refuse any bid.

2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.

2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.

3. MATTERS AFFECTING THE PROPERTY

3.1 Freedom from incumbrances

3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.

3.1.2 The incumbrances subject to which the property is sold are:

- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.

3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.

3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.

3.2 Physical state

3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.

3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.

3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.

3.3 Leases affecting the property

3.3.1 The following provisions apply if any part of the property is sold subject to a lease.

3.3.2 (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.

(b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.

(c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms not to take any step to end the lease.

(d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.

(e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.

(f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.

(g) If the fee land is not wholly within the property, the seller may apportion the rent.

4. TITLE AND TRANSFER

4.1 Proof of title

4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.

4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden all or before completion.

4.1.3 Where the property has an unregistered title, the proof is to include:

(a) an abstract of title or an epitome of title with photocopies of the documents, and

(b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.

4.2 Requisitions

4.2.1 The buyer may not raise requisitions:

(a) on any matter shown by the seller before the contract was made

(b) in relation to the matters covered by condition 3.1.2.

4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.

4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.

4.3 Timetable

4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:

Step Time Limit

1. The seller is to comply with condition 4.1.1 immediately after making the contract

2. The buyer may raise written requisitions Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later

3. The seller is to reply in writing to any requisitions raised Four working days after receiving the requisitions

4. The buyer may make written observations on the seller's replies Three working days after receiving the replies

The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days of delivery of any further evidence, raise further requisitions resulting from that evidence.

4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:

Step Time Limit

A. The buyer is to send the seller a draft transfer At least twelve working days before completion date

B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer Four working days after delivery of the draft transfer

C. If the draft is returned the buyer is to send an endorsement to the seller At least five working days before completion date

Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.

4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.

4.4 Defining the property

The seller need not:

(a) prove the exact boundaries of the property

(b) prove who owns fences, ditches, hedges or walls

(c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.

4.5 Rents and rentcharges

The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.

4.6 Transfer

4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any step in relation to preparing or agreeing the transfer.

4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.

4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1984 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.

COPIES OF THIS GRANT ARE NOT VALID UNLESS
THEY BEAR THE IMPRESSED SEAL OF THE COURT

IN THE HIGH COURT OF JUSTICE

The District Probate Registry at Brighton

BE IT KNOWN that **SUSAN BETTY CAMPBELL**

of **12 St. Catherines Road Littlehampton West Sussex BN17 5HS**

died on the **14th** day of **June 2011**

domiciled in **England and Wales** **INTESTATE**

AND BE IT FURTHER KNOWN that Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the High Court of Justice on this date to

ELISE MASON of **Churchill Court 112 The Street Rustington West Sussex BN16 3DA**

for the use and benefit of **STANLEY O'REILLY** limited until further representation be granted

It is hereby certified that it appears from information supplied on the application for this grant that the gross value of the said estate in the United Kingdom amounts to £464,377 and the net value of such estate amounts to £455,641

DATED the **5th** day of **April 2012**


DISTRICT REGISTRAR / PROBATE OFFICER

Extracted by **GREEN WRIGHT CHALTON ANNIS** (Ref: **EM**) **Churchill Court 112 The Street Rustington West Sussex BN16 3DA**

ADMINISTRATION (ATTORNEY)

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgagee Consent Clause

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

SIGNED as a DEED *David John Charles*

By the Owner in the presence of

*SINAN KALAN
LAWNS, STABLE LANE.
FINDON VILLAGE.
W/SUSSEX
BN14 0RR RESTOWN*

SIGNED as a DEED

By the Owner in the presence of

SIGNED as a DEED

By the Mortgagee in the presence of



Roberts & Wrigley Associates.

Context / Use.

The site currently consists of a semi detached property circa early 1900's

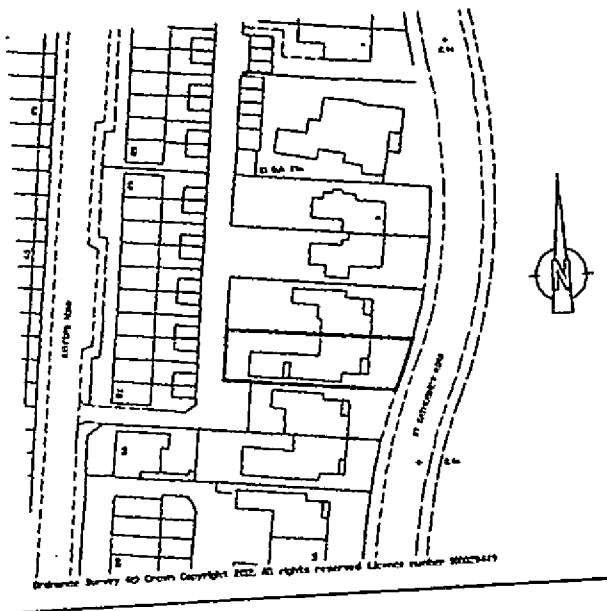


Image - Google street view