WR/10/0383/FUL

DATED 30 June **2010**

I hereby certify this to be a true copy of the original dated 30/6/2010
Signed [redacted]
[redacted] Solicitor

UNILATERAL UNDERTAKING

by

KNIGHTSPUR HOMES LIMITED

to

WORTHING BOROUGH COUNCIL

Relating to

32 Hayling Rise, Worthing

West Sussex

BN13 3AG

THIS UNILATERAL UNDERTAKING is made the 30 day of June Two thousand and Ten

BY KNIGHTSPUR HOMES LIMITED of Winston House 2 Dollis Park London N3 1HF (the Owner)

RECITALS:-

A. The owner is the owner of the land known as 32 Hayling Rise, Worthing, West Sussex BN13 3AG (registered at the H M Land Registry under Title Number WSX59053) shown edged red on the plan attached hereto

B. Worthing Borough Council (the Council) the Local Planning Authority for the purposes of the Act and for the Administrative Area in which the land is situated

C. The owner has now made an application to the Council for Planning Permission and Planning Reference Number WB/10/0383/FULL

D. The owner considers that the land should be bound by this Planning obligation in the manner hereinafter contained.

DEFINITIONS

1. In this Deed the following words and expressions shall where the context so admits have the following meanings:

1.1 **The Act** means the Town and Country Planning Act 1990 as amended

1.2 **All requisite Consents** means all Consents Orders or Agreements Authorisations Licences or Permissions necessary to implement the development.

1.3 **Application** means Planning Application allocated reference No. WB/10/0383/FULL by the Council to the land at 32 Hayling Rise, Worthing, West Sussex BN13 3AG

1.4 **Development** means the demolition of partially built block of flats and construction of seven dwellings with associated access, car parking and landscaping

1.5 **Commencement of the Development** means implementation by the carrying out of a material operation as defined in Section 56(4) of the Act

1.6 **The Owner** shall include its successors in title and assigns

1.7 **The Plan** means the plan annexed hereto

1.8 **The Land** means All That land being

1.9 **Occupation/Occupied** means for the purposes permitted by the planning permission but not including occupation by personnel engaged in construction, fitting out or decoration for marketing or display or occupation in relation to security reasons.

1.10 **The Planning Obligation** means the Planning Obligation set out in the Schedule to this Agreement

1.11 **The Planning Permission** is the Permission granted under Application Number WB WB/10/0383/FULL

MAIN OPERATIVE CLAUSES

2.1 **THIS** Undertaking is an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972 and all other powers and enactments thereby enabling and which may be relevant for the purposes of the enforcement of covenants and or obligations contained herein to the intent that it shall bind the Owner and its successors in title and assigns, each and every part of the land

2.2 **THE** Owner hereby covenants with the Council that it will in all respects comply with the conditions that may be contained in the Planning Permission

and that it will comply in all respects with Planning Obligations set out and contained in the Schedule hereto to the effect that the land and every part thereof shall be permanently subject thereto.

2.3 **THIS** Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been granted. If the Planning Permission is cancelled, revoked or otherwise withdrawn this Deed shall cease to have effect.

2.4 **A** person (other than the Council) who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

2.5 **THIS** Deed is a Local Land Charge and is registerable as such by the Council.

2.6 **THIS** Deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.

2.7 **ANY** notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class recorded delivery post, telex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the parties be the address given in the above hereto or such address for service as shall have previously been notified by the party in the case of the Council be Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1H

2.8 **THE** Owner agrees to paying the Council's reasonable legal costs in checking the contents of this agreement is correct and the Owners title valid.

THE SCHEDULE

1. The Owner hereby covenants with the Council that it will pay the Council no later than 30 days after the first occupation of the development. the development contribution for highways totalling £11,205.00

2. No dwelling shall be occupied unless and until a suitable certificate from an accredited assessor has been received by the Local Planning Authority to demonstrate that dwelling has been designed and built to achieve at least Level 3 of the Government's Sustainable Homes Code or the equivalent of any successor

PROVIDED THAT where the date for payment of the sums in respect of a transport contribution is after the date of this Deed then that payment or payments 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 Institution of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the Operative Date

SIGNED by
KNIGHTSPUR HOMES LIMITED acting by a Director and the Secretary or by two Directors:

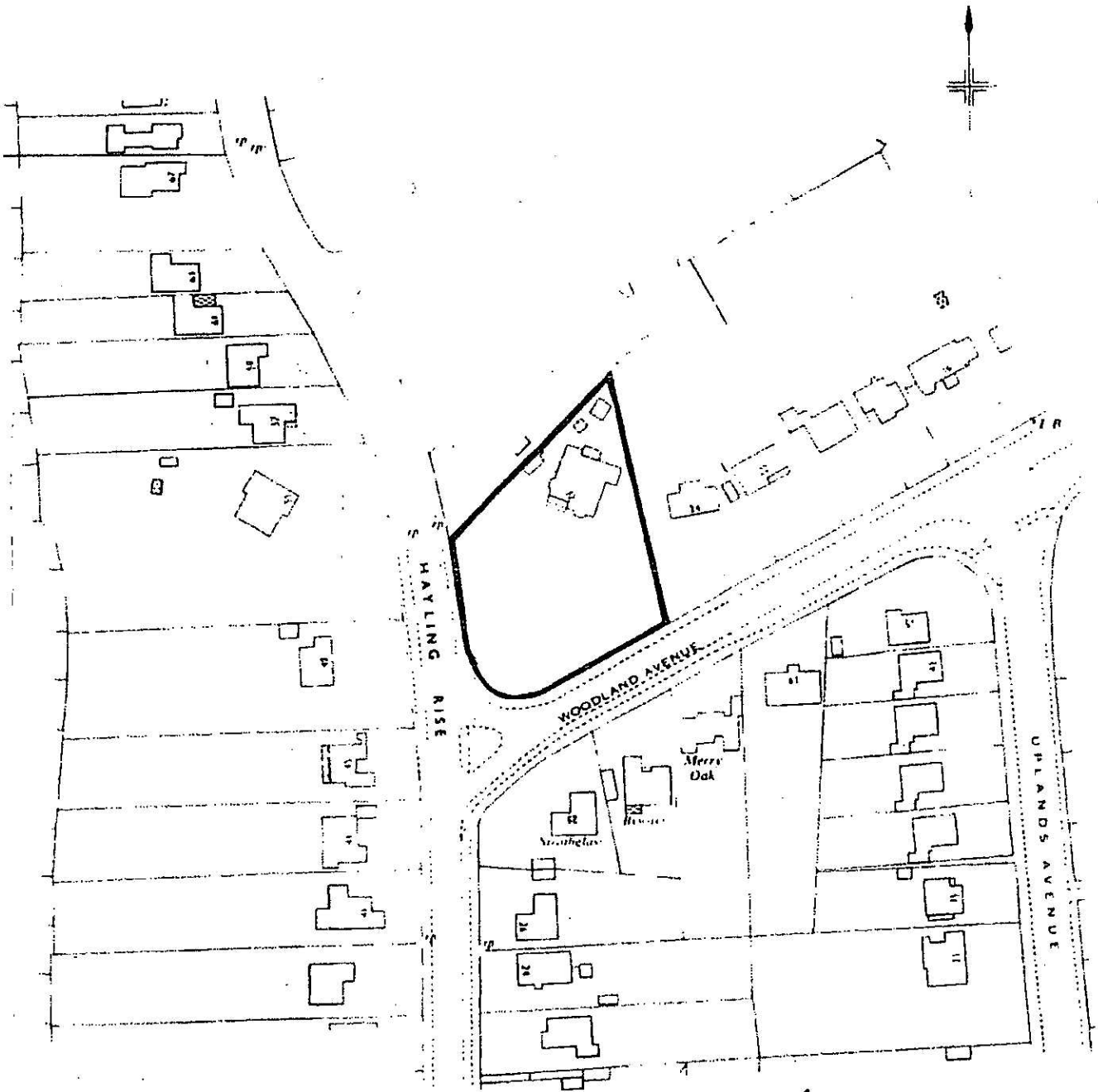
Director [redacted]

Secretary/Director [redacted]

H.M. LAND REGISTRY

TITLE NUMBER	
WSX 59053	

ORDNANCE SURVEY PLAN REFERENCE	TQ 1206	SECTION D	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT WORTHING		© Crown copyright 1976



[redacted]

FILED PLAN
H.M. LAND REGISTRY
3/1982