SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is dated the ……. day of …… two thousand and twenty five and given by:

(1) **MICHAEL JOSEPH SYRED** and **MARIA HALINA SYRED** of 7 Grand Avenue, Lancing, West Sussex, BN15 9PS ("the Owners")

(2) **KENSINGTON MORTGAGE COMPANY LIMITED** (Co. Regn. No. 03049877) whose registered office is Ascot House, Maidenhead Office Park, Maidenhead, SL6 3QQ ("the Mortgagee")

To: **ADUR DISTRICT COUNCIL** of the Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA ("the Council")

RECITALS

A The Owners are the registered freehold proprietors under title number WSX93451 of the land at 7 Grand Avenue, Lancing, West Sussex, BN15 9PS shown for identification purposes only edged red on the Plan ('the Property") subject to a charge dated 3 September 2024 to the Mortgagee.

B The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Property is situated.

C The Owners have by the Application applied to the Council for planning permission for the construction of an outbuilding/garden annexe for family use on the Property by the Development.

D The Owners are willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by covenanting to ensure the annexe accommodation forming part of the Development is used solely by family members and not occupied independently in order to avoid or mitigate against any adverse effect of the Development.

1. DEFINITIONS & INTERPRETATION

In this Unilateral Planning Obligation:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended.

1.2 "the Application" means the planning application numbered AWDM/0094/25 made by the Owners for planning permission for the construction of an outbuilding/garden annexe for family use on the Property and shall include any amendment or renewal thereof.

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1.3 “the Development” means the development of the Property by the construction of a detached single storey annexe in the side/rear garden as set out in the Application.

1.4 “the Plan” means the plan attached to this Unilateral Planning Obligation.

1.5 “Unilateral Planning Obligation” means the planning obligation set out in the clause 4 of this deed.

1.6 Words importing the masculine include the feminine and vice versa.

1.7 Words importing the singular include the plural and vice versa.

1.8 Words importing persons include companies and corporations and vice versa.

1.9 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.

1.10 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation.

1.11 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.

1.12 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as local planning authority.

2. ENABLING PROVISIONS

2.1 This Unilateral Planning Obligation is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers.

3 COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation.

3.2 If the planning permission granted pursuant to the Application shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect.

4. OWNERS’ COVENANT WITH THE COUNCIL

4.1 The Owners hereby covenant with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

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5. MORTGAGEE'S CONSENT

5.1 The Mortgagee consents to this agreement and acknowledges that the agreement binds the Property. The Mortgagee shall only be liable for a breach of the agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.

5.2 The Mortgagee consents to the Council registering the planning obligations at clause 4.1 as a restriction against the title of WSX93541 in the terms set out in paragraphs 2.1, 2.2 and 2.3 of the Schedule.

6. GENERAL

The Owners acknowledge and declare that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act

6.2 this Unilateral Planning Obligation constitutes a deed

6.3 this Unilateral Planning Obligation is enforceable by the Council

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

6.5 this deed is a Local Land Charge and is registerable as such by the Council

6.6 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

6.7 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Property but without prejudice to liability for any breach subsisting prior to parting with such interest

6.8 the Owner agrees to pay the Council's reasonable legal costs and disbursements in drafting the contents of this Unilateral Planning Obligation, checking that the Owners' title is valid and registering a restriction on title WSX93541 with the Land Registry

6.9 that the Owners and the Mortgagee together have the sole proprietary interest in the Property and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

This deed has been entered into on the date stated at the beginning of it.

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SCHEDULE
Occupation by Dependent Relatives

1. DEFINITIONS

1.1 "the Main House" means the building shown edged in blue on the Plan and known as 7 Grand Avenue, Lancing, West Sussex, BN15 9PS.

1.2 "the Building" means the Development shown edged in green and marked by “Proposed Annex” on the Plan.

1.3 "Dependent Relative" means one of the following relatives of the occupier of the Main House or such occupier's spouse or civil partner:

Parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece or any person whom the Head of Planning Services shall in their absolute discretion designate as such in writing.

2. PLANNING OBLIGATIONS

The Owners covenant with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.1 Not to dispose of the Building by way of a sale of the freehold, or by way of lease, or by any other means, separately from the Main House, with the intention that the Building shall always have the same owner as the Main House.

2.2 Not to occupy or permit the occupation of the Building at any time other than for purposes ancillary to the residential use of the Main House.

2.3 To ensure that the Building is not occupied by any person other than a Dependent Relative.

2.4 To apply jointly with the Council within 28 days of this deed to HM Land Registry for a restriction to be placed in the Charges Register of the Owner's title to the Property substantially in the following terms:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Adur District Council of the Town Hall, Chapel Road, Worthing, BN11 1HA or its conveyancer that the provisions of paragraph 2.1, 2.2 and 2.3 of the Schedule to the Section 106 Unilateral Planning Obligation dated .....2025 have been complied with or that they do not apply to the disposition”.

IN WITNESS of which the Owners and the Mortgagee have executed this Unilateral Planning Obligation on the above date.

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Signed as a deed by **MICHAEL JOSEPH SYRED**

Signature:……

in the presence of:

Signature:……

Name of Witness:
Address of Witness:
Occupation of Witness:

Signed as a deed by **MARIA HALINA SYRED**

Signature:……

in the presence of:

Signature:……

Name of Witness:
Address of Witness:
Occupation of Witness:

Signed as a deed for and on behalf of **KENSINGTON MORTGAGE COMPANY LIMITED**

Signature:……

in the presence of:

Signature:……

Name of Witness:

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