NB/08/0377/ui

DATED 30th May 2008

UNILATERAL UNDERTAKING

by

MR ASHRAFF IBRAHIM RAMJANALLY JADDOO

8 Broadmark Way, Rustington

West Sussex BN16 2EY

AND

WORTHING BOROUGH COUNCIL

Relating to

33-37 Madeira Avenue

Worthing

West Sussex

BN11 2AX

THIS UNILATERAL UNDERTAKING is made the 30th day of May Two thousand and eight

BY Mr Ashraff Ibrahim Ramjanally Jaddoo (the Owner)

RECITALS:-

A. a) The owner is the owner of the land known as 33 Madeira Avenue, Worthing, West Sussex BN11 2AX (registered at the H M Land Registry under Title Number WSX148839) shown edged red on the plan attached hereto.

b) The owner is the owner of the land known as 35 Madeira Avenue, Worthing, West Sussex BN11 2AX (registered at HM Land Registry under Title Number WSX107062) shown edged red on the plan attached hereto.

c) The owner is the owner of the land known as 37 Madeira Avenue, Worthing, West Sussex BN11 2AX (registered at HM Land Registry under Title Number WSX 21932) 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/08/0377/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/08/0377/FULL by the Council to the land 33,35,37 Madeira Avenue, Worthing, West Sussex BN11 2AX.

1.4 **Development** means the construction of 13 self contained flats

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 -33.35 and 37 Madeira Avenue, Worthing, West Sussex BN11 2AX

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

1.10 The Planning Permission is the Permission granted under Application Number WB/08/0377/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 t o 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 at the date within seven days of the commencement of the development of 33,35 and 37 Madeira Avenue, Worthing, West Sussex BN11 2AX

2. (i) In relation to the provisions of total access demand (Transport contribution) pay the sum of £7,960.00p to the Council.

(ii) In relation to the provisions of (Educational contribution) pay the sum of £2,711.00p to the Council.

(iii) In relation to the (Fire and Rescue Services contribution) pay the sum of £207.00p to the Council.

(iv) In relation to the provisions of (outdoor recreation space contribution) pay the sum of £9,323.00p to the Council

making a total of 20,201.00p

PROVIDED THAT where the date for payment of the sums in respect of transport and/or outdoor recreation and/or the Education, Fire and Rescue 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 [redacted])

Owner A·JADDOO

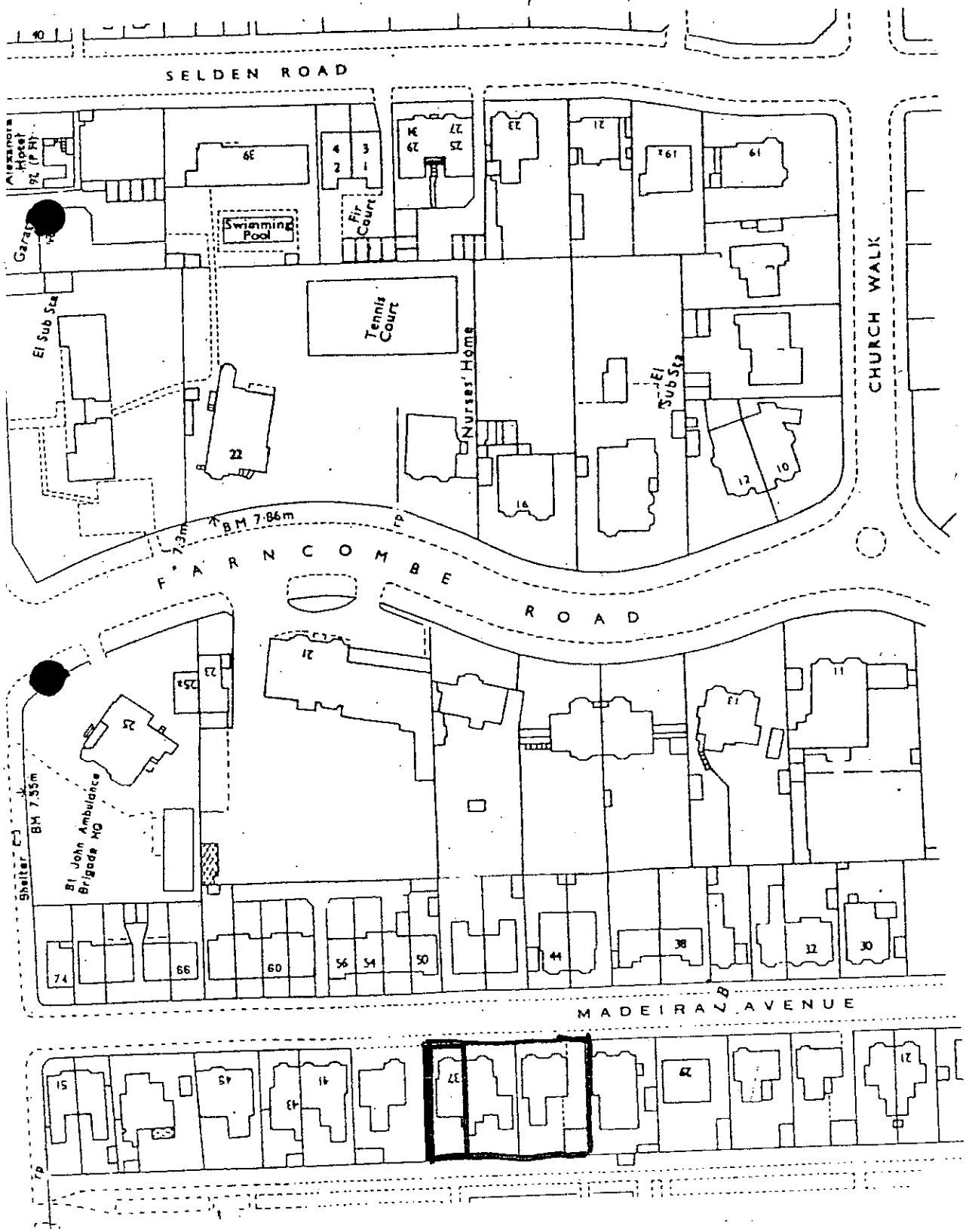
In the presence of [redacted]

Witness Sign .....

Witness name .....

Address 67 SEA AVE, SEA ESTATE, RUSTINGTON BN16 2DP

Occupation ELECTRICIAN


SELDEN ROAD
CHURCH WALK
FARNCOMBE ROAD
MADEIRA AVENUE
Swimming Pool
Fir Court
Tennis Court
Nurses' Home
El Sub Sta
BM 7.86m
BM 7.55m
Shelter
St John Ambulance Brigade HQ
Garage
Alexandra Hotel
TQ 1502 NW
TQ 1502 NE