Date: 20th January 2023

SECTION 106 UNILATERAL PLANNING OBLIGATION

relating to
2 Derek Road Lancing West Sussex BN15 0NU

Parties:

JOGESH KANSAL

To: Adur District Council

File Ref: 10910.0011/SRH

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THIS DEED is dated 20th January **2023**

PARTIES

(1) **JOGESH KANSAL** of 2 Derek Road, Lancing West Sussex BN15 0NU ("**the Owner**")

TO:

ADUR DISTRICT COUNCIL ("**the Council**") of Adur Town Hall, Chapel Road, Worthing, West Sussex BN11 6PR ("**the Council**")

RECITALS

A. The Owner is the registered proprietor under title number WSX426371 of the land at 2 Derek Road, Lancing West Sussex BN15 0NU for identification purposes only edged red on the Plan ("the Land").

B. The Council is 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 by the Application applied to the Council for planning permission to develop the Land by the Development.

D. The Owner is 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 Dependant Relative Accommodation forming part of the Development is used solely by family members of the Owner in order to avoid or mitigate against any adverse effect of the Development.

AGREED TERMS

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Unilateral Planning Obligation:

"the Act"	means the Town and Country Planning Act 1990 as amended**;**
"the Application"	the planning application numbered AWDM/0345/22 made by the Owner for planning permission to develop the Land and shall include any amendment or renewal thereof or any reserved matters application thereunder;
"Commencement of the Development"	means the carrying out as part of the Development of the first material operation (within the meaning ascribed in section 56 of the Act);
"the Development"	means the development of the Land by the construction of a detached annexe in the rear garden as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

"the Plan"	means the plan attached to this Unilateral Planning Obligation;
"Unilateral Planning Obligation"	means the planning obligation set out in the clause 4 of this Deed;

1.2 Words importing the masculine include the feminine and vice versa;

1.3 Words importing the singular include the plural and vice versa;

1.4 Words importing persons include companies and corporations and vice versa;

1.5 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;

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

1.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it;

1.8 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; and

1.9 The headings are for reference only and shall not affect construction.

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, section 1 of the Localism Act 2011 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 expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect.

4. OWNER'S COVENANT WITH THE COUNCIL

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

5. GENERAL

The Owner acknowledges and declares that:

5.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of section 106 of the Act;

5.2 this Unilateral Planning Obligation constitutes a deed;

5.3 this Unilateral Planning Obligation is enforceable by the Council;

5.4 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;

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

5.6 this Unilateral Planning Obligation 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;

5.7 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 Land but without prejudice to liability for any breach subsisting prior to parting with such interest;

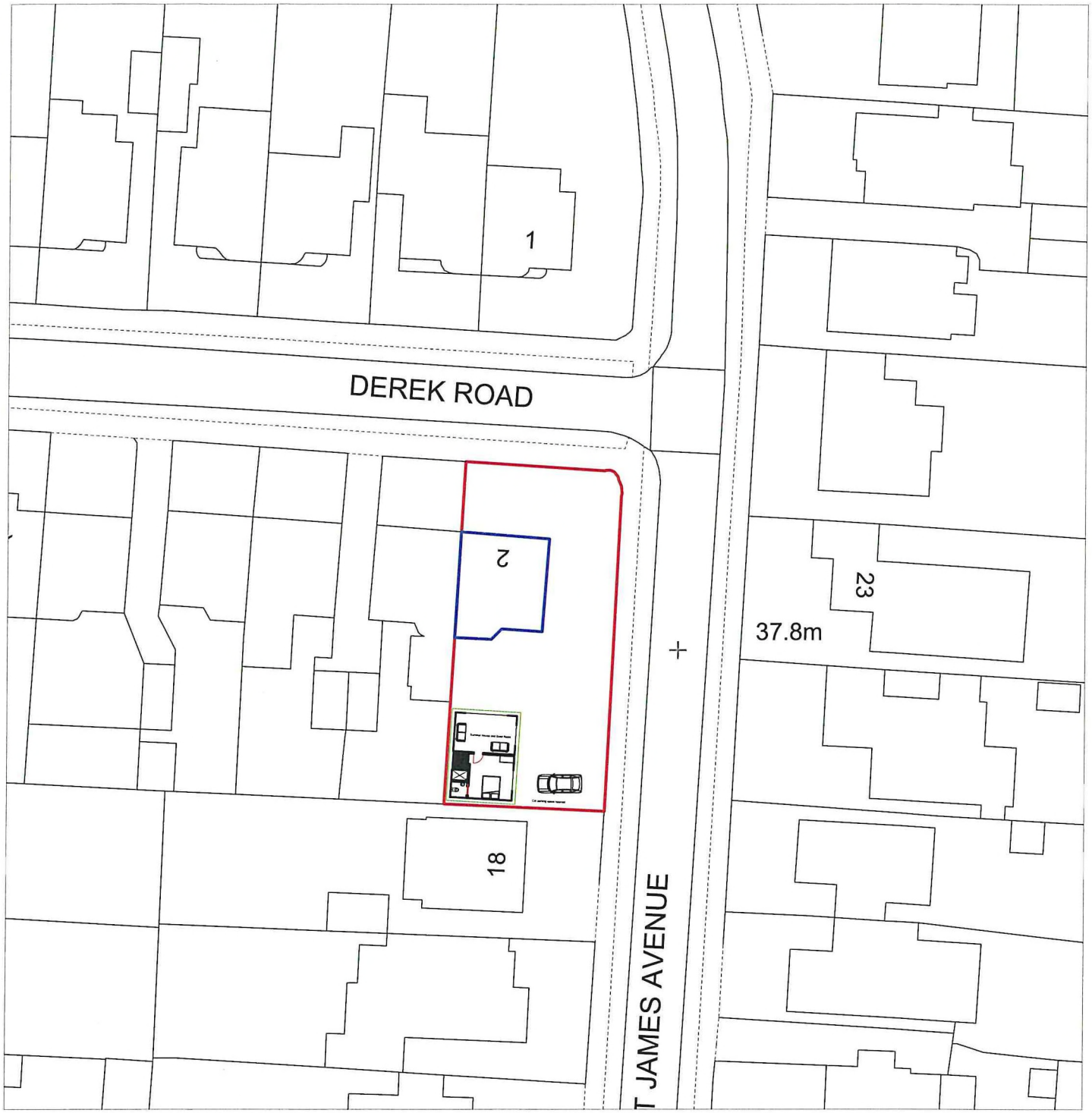
5.8 the Owner agrees to pay the Council's reasonable legal costs and disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owner's title valid and registering a restriction on title WSX426371 with the Land Registry; and

5.9 the Owner has the sole proprietary interest in the Land 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.

A4 SHEET

DO NOT SCALE FROM THIS DRAWING. ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR ON SITE



REV	DESCRIPTION	DATE	INIT	CHKD

[redacted] MR Jogesh Kansal

Client **Mr J Kansal**

Project **2 Derek Road**

Title **Block Location Plan**

OAST ARCHITECTURE

Scale	Date	Drawn By	Checked By	Project No:	Drawing No:	Revision
1:500		**Oast**	**DLW**		**A104**	

SCHEDULE

Occupation by Dependent Relatives

1. DEFINITIONS

1.1 "**the Main House**" means the building shown edged blue on Plan and known as 2 Derek Road Lancing West Sussex BN15 0NU;

1.2 "**Dependent Relative Accommodation**" means the building edged green 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:

parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece or any person whom the Head of Planning Services shall in his absolute discretion designate as such in writing, and for the purposes of this clause:

(a) a relationship by marriage shall be treated as a relationship by blood;

(b) a relationship of the half-blood shall be treated as a relationship of the whole blood;

(c) the stepchild of a person shall be treated as his child; and

(d) an illegitimate child shall be treated as the legitimate child of his mother and reputed father.

2. PLANNING OBLIGATIONS

The Owner covenants 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 Dependent Relative Accommodation 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 Dependent Relative Accommodation shall always have the same owner as the Main House.

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

2.3 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 Land substantially

"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 Worthing Borough Council of the Town Hall Chapel Road Worthing BN11 1HA or its conveyancer that the provisions of paragraph 2.1 and 2.2 of the Schedule to the section 106 Unilateral Planning Obligation dated 20th January 2023 have been complied with or that they do not apply to the disposition".

IN WITNESS of which the Owner has executed this Unilateral Planning Obligation on the above date

Signed as a deed by **JOGESH KANSAL**
in the presence of:

[redacted]

Signature of Witness [redacted]

Mr JOGESH KANSAL

Name of Witness: MR JAMIE GERMAIN

Address of Witness: [redacted]