

Mr Kuljeet Sapra

to

Warwick District Council

DEED OF UNILATERAL PLANNING OBLIGATION

**Pursuant to Section 106 of the Town and Country Planning Act 1990
relating to land at**

15 – 17 Clemens Street, Leamington Spa CV31 2DW

THIS DEED OF UNDERTAKING is made the day of 31/05/2022

BY:

**Kuljeet Sapra,
Rowley Construction and Property Services Ltd, Rowley Green Industrial
Estate, Rowleys Green Lane, Coventry, CV6 6AN**

("the Owner");

TO:

**Warwick District Council, Riverside House, Milverton Hill, Leamington Spa,
CV32 5HZ ("the Council").**

and

**Warwickshire County Council, Shire Hall, Market Square, Warwick, CV34 4RL
("the County Council")**

RECITALS

A. The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated and the County Council is the highway authority.

B. The Owner is the proprietor of the freehold interest in the Application Site which is registered at the Land Registry under Title Number *****

C. On 16 September 2019 the Owner submitted the Planning Application to the Council.

D. The Owner enters into this Deed as a prerequisite to the Council granting planning permission.

IT IS AGREED:

1 Definitions and Interpretation

1.1 In this Deed where the context admits the following expressions shall have the following meanings:

“Act” means the Town and Country Planning Act 1990 (as amended);

“Application” means the application for planning permission submitted on 16 September 2019 and allocated reference number W/19/1574

“Application Site” means the site of the Development shown for identification purposes only edged red on the plan annexed to this Deed or any part of it

“Commencement of Development” means the date on which the Development is begun by the carrying out of a material operation (as defined by Section 56 (4) of the Town and Country Planning Act 1990) (as amended) provided always that:-

- (1) Any works necessary by the Owner in undertaking a land survey of or obtaining soil samples from the land
- (2) Any remedial works on the land necessary to prevent the risk of harm to human health and safety
- (3) Works of archaeological excavation on the land
- (4) Temporary erections or holdings and fences on the land
- (5) Dimensions and laying of services
- (6) Landscape clearance works

shall for the purposes of this Deed be deemed not to be works which shall begin the Development and "Commence" and "Commencement" shall be construed accordingly.

"Development" means the development of the Application Site as proposed in the Planning Application or as permitted by the Planning Permission

“Dwelling” means any residential unit built on the Application Site pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly

“Index” the All Items Retail Prices Index published by the Office of National Statistics contained in the Monthly Digest of Statistics (or contained in any official publication substitution therefore) or such other index as may from time to time be published in substitution therefor

“Index Linked” means adjusted in accordance with the movements in the Index between the date of this Deed and the date of the relevant payment.

“Occupation” means occupation for any use authorised by the Planning Permission but does not include occupation for the purposes of construction, fitting out, marketing or decoration;

“the Plan” means the plan annexed hereto.

“Planning Application” means the written application by the Owner submitted on 16 September 2018 bearing the statutory register number W/19/1574 for planning permission for change of use from part of retail storage at ground and first floor to provide a total on 5no. residential flats (4no. 1 bedroom and 1no. 2 bedroom) with the addition of a second floor and external alterations.

“Planning Permission” means the planning permission for the Development subject to conditions granted by the Council pursuant to the Application

1 General

1.1 References to any statute include any statutory extension, modification, amendment or re-enactment of such statute and any subordinate instruments, regulations or orders made pursuant to it.

1.3 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

1.4 Where reference is made to a clause, paragraph, recital or schedule such reference (unless the context otherwise requires) is a reference to a clause, paragraph, recital or schedule in this Deed.

1.5 In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.

1.6 References in this Deed to the “Council” and the “Owner” shall include their respective statutory successors in title or function and assigns except where the contrary is expressly provided.

1.7 Any covenants given by two or more parties are given jointly and severally.

2 Legal Effect

2.1 This Deed is made pursuant to Section 106 of the Act and constitutes a planning obligation binding the Application Site which is enforceable by the Council and the County Council.

2.2 Neither the Owner nor its successors in title will be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed in respect of any period during which it or they no longer have

an interest in the Application Site or in the part in respect of which the breach, non-performance or non-observance occurs but without prejudice to liability for any subsisting breach, non-performance or non-observance prior to parting with such interest.

2.3 In the event of the Planning Permission being quashed as a result of legal proceedings or expiring before implementation or being revoked or otherwise modified by any statutory procedure without the consent of the Owner then this Deed shall be deemed to be void.

2.4 The covenants in this Deed are enforceable only by the Council as local planning authority and the County Council as highway authority and no part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999.

3 The Owner's Covenants

The owner covenants with the County Council and the Council to fully perform and observe the covenants in Schedule 1.

4 Conditions Precedent

This Deed is conditional upon and shall not take effect until the Planning Permission has been granted

SAVE for clause 6 (payment of the County Council and the Council's legal costs) which shall take effect on the date hereof

5 Indexation

All sums of money payable to the Council under this Deed shall be Index Linked

6 Legal Costs

The Owner shall pay the County Council and the Council's legal costs in the sum of £350 for the preparation and completion of this Deed

7 Interests

The Owner agrees that its interests in the Application Site will be bound by the planning obligations contained in this Deed

8 Land Charge

This undertaking is a Local Land Charge and shall be registered as such

IN WITNESS whereof the Owner has executed this document as a Deed the day and year first before written.

Schedule 1

Owner's Obligations

The Owner hereby covenants with the Council and County Council as follows:

1. to pay to the County Council within the period of 8 weeks following the Commencement of development the costs (not exceeding £3,000.00) of amending the Traffic Regulation Order governing the residents' parking scheme in the vicinity of the Application Site to exclude the Application Site from the said scheme so that the occupants of the Dwellings shall not be entitled to resident's parking permits.

2. To notify the County Council in writing of first occupation of the application site within 7 days of that first occupation such notice to be addressed to the Infrastructure Delivery Manager Communities, Warwickshire County Council, Barrack Street, Warwick, CV34 4SX.

**EXECUTED as a DEED by
Mr K Sapra
acting by**

.....
Owner

.....
Witness