



~~DATED~~

~~2013~~

Dated 21st May 2013

Mrs POONAM SETHI

to

THE COUNCIL OF THE BOROUGH OF HAVANT

PLANNING OBLIGATION BY UNDERTAKING

Pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)

relating to land at

54 Stockheath Road, Havant, PO9 5HQ Hampshire

Payment on or before Date of Undertaking

THIS DEED OF UNDERTAKING is made the 21st day of

May

2013

BY

(1) THE OWNER

1. In this Deed:

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

1.2 "Application" means the application for planning permission in respect of the Land given a reference number which is set out in paragraph Three of the Schedule which Application to carry out the Development has been made to the Council as appropriate local planning authority.

1.3 "the Council" means the Council of the Borough of Havant being the local planning authority by whom the within written Obligations are enforceable

1.4 "the County Council" means Hampshire County Council being the local planning authority by whom the within written Obligations are enforceable

1.5 "the Development" means the development described in paragraph Four of the Schedule

1.6 "the Hampshire County Council Transport Contribution" means the sum of money specified in Paragraph Six of the Schedule being a contribution (being applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or Hampshire County Council in the provision, improvement and maintenance of Hampshire County Council and Havant Borough Council's local transport improvement list.

1.7 "the Land" means the land described at paragraph One of the Schedule and any buildings structures or erections at any time thereon

1.8 "the Monitoring/Legal Costs Fees" means the sum of money specified in Paragraph Eight of the Schedule being Fees (being applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to draft monitor coordinate and enforce section 106 Obligations.

1.9 "Obligations" and "OBLIGATIONS" means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any power which may be available to it for the purposes of the enforcement of this Deed) under the authority of the statutory provision referred to in clause 4 of this Deed and which are set out in paragraph Seven of the Schedule

1.10 "the Owner" means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this

Handwritten text, likely a letter or document, written in a cursive script. The text is arranged in several paragraphs, with some lines indented. The handwriting is somewhat faded and the paper shows signs of age and wear, including a large tear in the top right corner.

Deed acting and being obliged by this Deed jointly and severally who is (or are) described at paragraph Two of the Schedule being a person or persons identified in accordance with Section 106(9)(c) of the Act

- 1.11 "the Permission" means the grant of planning permission made in response to the Application including where appropriate any grant of approval in respect of matters reserved by the said grant of planning permission or any subsequent grant of planning permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)
- 1.12 "the Plan" means the plan attached to this Deed
- 1.13 "the Schedule" means the Schedule to this Deed being an integral part of this Deed
- 1.14 "the Solicitor" means the solicitor giving the certificate at paragraph Five of the Schedule

2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that the Obligations hereby created shall be enforceable both against the Owner and their successors the Owner (should it or they take possession of any part of the Land or exercise powers of sale under its security) HEREBY SEVERALLY COVENANT AND UNDERTAKE AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS

2.2 This instrument or document hereby expresses itself as executed as a Deed

3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced at Paragraph Five of the Schedule a certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that;

3.1 the Owner is immediately entitled to possession and occupation of a freehold estate in the Land

4. This Deed of Undertaking is made pursuant to Section 106 of the Act with the intent that it shall bind the Owner and be enforceable against them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act

5. This Deed shall have effect from the date of this Undertaking.

1. The first part of the paper discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business or organization. The author argues that without reliable records, it is impossible to make informed decisions or to track progress over time.

2. The second part of the paper focuses on the challenges of record-keeping in a digital age. While technology offers many advantages, it also introduces new risks, such as data loss and security breaches. The author suggests that organizations should invest in robust backup systems and implement strict security protocols to protect their data.

3. The third part of the paper explores the role of record-keeping in legal and regulatory compliance. It notes that many industries are subject to strict regulations that require the maintenance of detailed records. Failure to comply with these requirements can result in significant fines and legal consequences.

4. The fourth part of the paper discusses the importance of record-keeping in the context of research and development. It argues that researchers must maintain detailed notes of their experiments and findings to ensure the reproducibility of their work. The author also highlights the value of maintaining a comprehensive database of research results for future reference.

5. The fifth part of the paper addresses the issue of record-keeping in the healthcare industry. It notes that accurate medical records are crucial for patient care and for the management of public health. The author suggests that healthcare providers should use standardized formats and secure storage systems to ensure the integrity and confidentiality of their records.

6. The sixth part of the paper discusses the importance of record-keeping in the context of environmental management. It argues that organizations must maintain detailed records of their environmental impact to comply with regulations and to identify areas for improvement. The author suggests that organizations should use data-driven approaches to monitor and reduce their environmental footprint.

7. The seventh part of the paper discusses the importance of record-keeping in the context of human resources management. It argues that accurate records of employee performance and attendance are essential for fair and effective management. The author suggests that organizations should use a combination of qualitative and quantitative data to assess employee performance.

8. The eighth part of the paper discusses the importance of record-keeping in the context of financial management. It argues that accurate financial records are essential for the success of any business. The author suggests that organizations should use a variety of financial reporting tools and techniques to ensure the accuracy and reliability of their financial data.

9. The ninth part of the paper discusses the importance of record-keeping in the context of project management. It argues that accurate records of project progress and resources are essential for the successful completion of any project. The author suggests that project managers should use a combination of qualitative and quantitative data to track project progress and to identify potential risks.

6. In the event of any difference between the description of the Development in this Deed and the terms of the grant of permission issued by the Council in response to the Application the text of the grant of planning permission only shall be deemed to express the permission granted by the Council in response to the Application
7. The obtaining consequent upon the provisions of this Deed of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of clause 1.10 shall be ineffective and not relied upon by any person unless in writing by the Council's Executive Head of Planning and Built Environment for the time being or such other officer who may be identified in writing by the Council for this purpose
8. In the event that any provision of this Deed is held to be invalid or unenforceable the remaining provisions of this Deed shall remain in full force and effect

THE SCHEDULE

1. (See clause 1.7) the Land

The land known as 54 Stockheath Road, Havant, PO9 5HQ in Hampshire shown edged with a heavy black line on the Plan.

2. (See clause 1.10) the Owner(s):

[Please insert full name(s) and address(es) of every owner of the Land]

Mrs Poonam Sethi of 10 The Wend, Coulsdon, Surrey CR5 2AX.

3. (See clause 1.2) the Council's planning application reference number:

App/13/00304

4. (See clause 1.5) the Development

Single storey extensions to northern and southern wing and front elevation to provide 4 No. additional resident bedrooms. (Revised Application).

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5. (See clauses 1.14 and 3) Solicitors' Certificate

Certificate of Title

As Solicitor for the Owner we hereby certify that on the date of this Deed what is set out in clauses 3.1 and paragraph 2 of the Schedule to this Deed is true

Signed 

Name: DINA SENADHEERA

Address: 206, SEVEN SISTERS ROAD,
FINSBURY PARK, LONDON
N4 3NX

6. Contributions

Cost Code	Contribution	Amount
B100 7209	the Hampshire County Council Transport Contribution (See clause 1.6)	£920
2875 4411	Monitoring Fee (See clause 1.8)	£27.60
4220 4355	Legal Costs Fee (See clause 1.8)	£230
Total		£1,177.60

7. (See clause 1.9) the Obligations

7.1 The Owner covenants to notify the Council and the County Council in writing at least 14 days before commencing a Material Operation on the Land.

7.2 The Owner covenants to pay the Hampshire County Council Transport Contribution to the Council on or before the date of this Undertaking.

7.3 The Owner covenants to pay the Monitoring/Legal Costs Fees to the Council on or before the date of this Undertaking.

7.4 The Council shall pay the Hampshire County Council Transport Contribution within 28 days of receipt to the County Council.

7.5 The Owner hereby acknowledges that the Hampshire County Council

Transport Contribution and the Monitoring/Legal Costs Fees are lawfully due to the Council.

7.6 In Paragraphs 7.1 of this Schedule "Material Operation" means:

- 7.6.1 any work of construction in the course of the erection of a building;
- 7.6.2 any work of demolition of a building;
- 7.6.3 the digging of a trench which is to contain the foundations or part of the foundations of a building;
- 7.6.4 the laying of any underground main or pipe to the foundations or part of the foundations of a building or to any such trench as is mentioned in paragraph 7.6.3;
- 7.6.5 any operation in the course of laying out or constructing a road or part of a road;
- 7.6.6 any change in the use of the Land which constitutes material development as defined in the Act

IN WITNESS whereof the parties hereto have executed and delivered this instrument or document as a Deed the day and year first before written.

Signed as a DEED by me
the said **POONAM SETHI**

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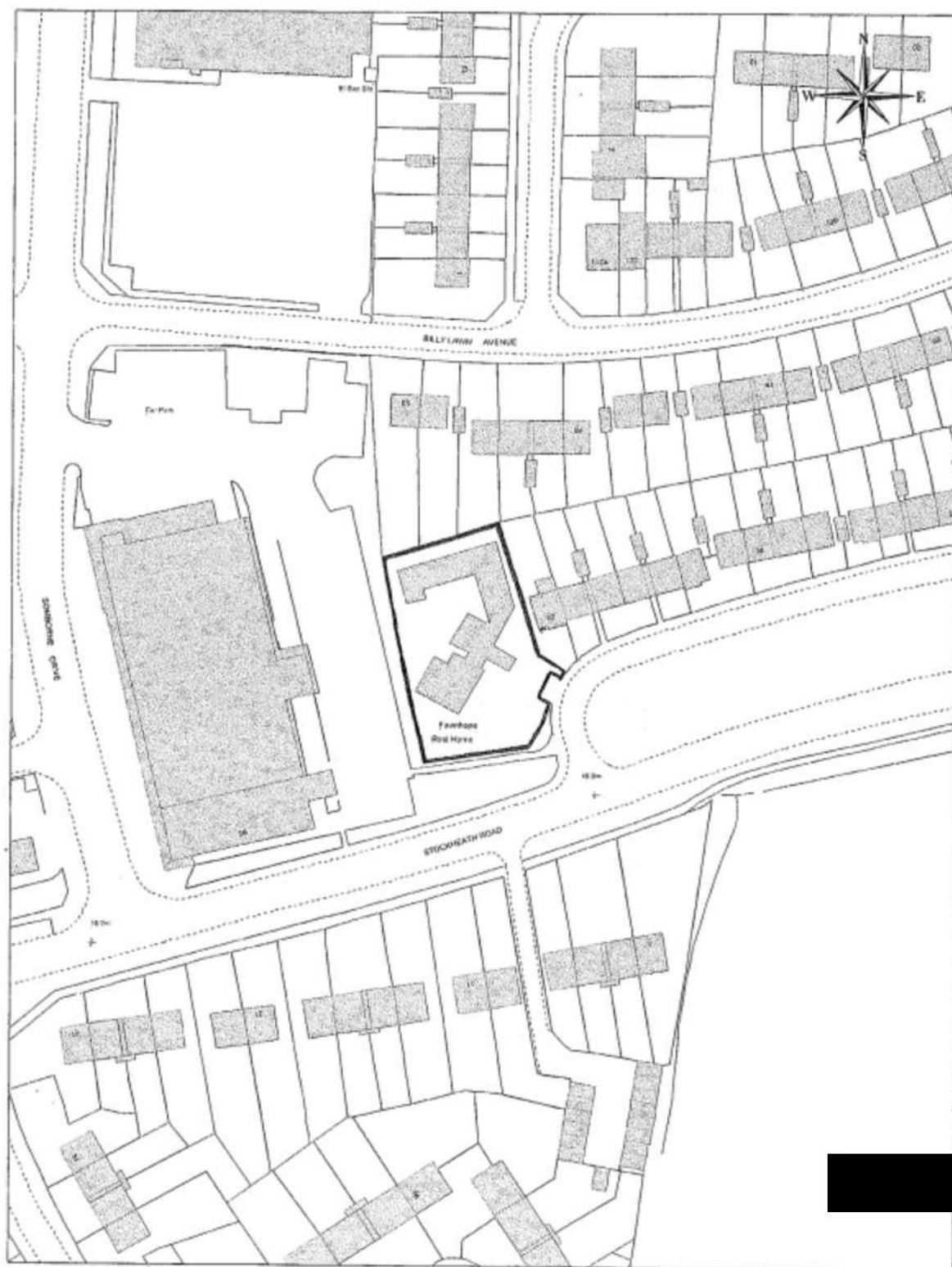


in the presence of:



(DINU SENADHEERA)

DINU KAUSHALYA SENADHEERA
LLB (Hons), F.inst.L.Ex
Solicitor & Commissioner of Oaths
206, Seven Sisters Road, Finsbury Park,
London N4 3NX
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Havant
BOROUGH COUNCIL

Title:

Town & Country Planning Act 1990
S106 Legal Agreement
54 Stockheath Road
Havant
Ref: APP/13/00304

Drawn By:

BC

Scale:

1:1250

Drawing No:

PC44/0565

Cleaner, Safer, More Prosperous

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