DATED 13 July 2012 2012

ROBERT CHARLES HOGG

and

NATIONAL WESTMINSTER BANK PLC

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

36 Waterloo Road, Havant
Hampshire PO9 1BH

I hereby certify that this is a true copy of the original document

Signed 13 JUL 2012 [redacted]

~~SOLICITOR~~/BARRISTER
PUBLIC SERVICE PLAZA, CIVIC CENTRE RD
HAVANT, HAMPSHIRE PO9 2AX

THIS DEED OF UNDERTAKING is made the 13 day of July 2012

BY

(1) THE OWNER

(2) THE MORTGAGEE (if any)

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 Five 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 Six of the Schedule

1.6 "the Hampshire County Council Transport Contribution" means the sum of money specified in Paragraph Eight 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 Havant Borough Council's sustainable transport list.

1.7 "Indexed" means in respect of the Hampshire County Council Transport Contribution such sum to be index linked in accordance with the All Items Index of Retail Prices (RPI) published by the Office of National Statistics or any replacement thereof from the date hereof until the date of payment and such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at 1 April 2011

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

1.9 "the Mortgage" means the mortgage or charge (if any) described at paragraph Four of the Schedule and all of them if more than one

1.10 "the Mortgagee" means the mortgagee or chargee (if any) and in the case of more than one all of them described at paragraph Three of the Schedule

1.11 "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

other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity

3.2 in the case that the Land is subject to any mortgage the Mortgage (or in the case of more than one each of them) is described at Paragraph Four of the Schedule and no other mortgage or charge has been concluded which affects the Land other than the Mortgage and in the event that none is so described that there is no such mortgage or charge affecting 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 Mortgagee (if any) 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 the Permission is granted

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

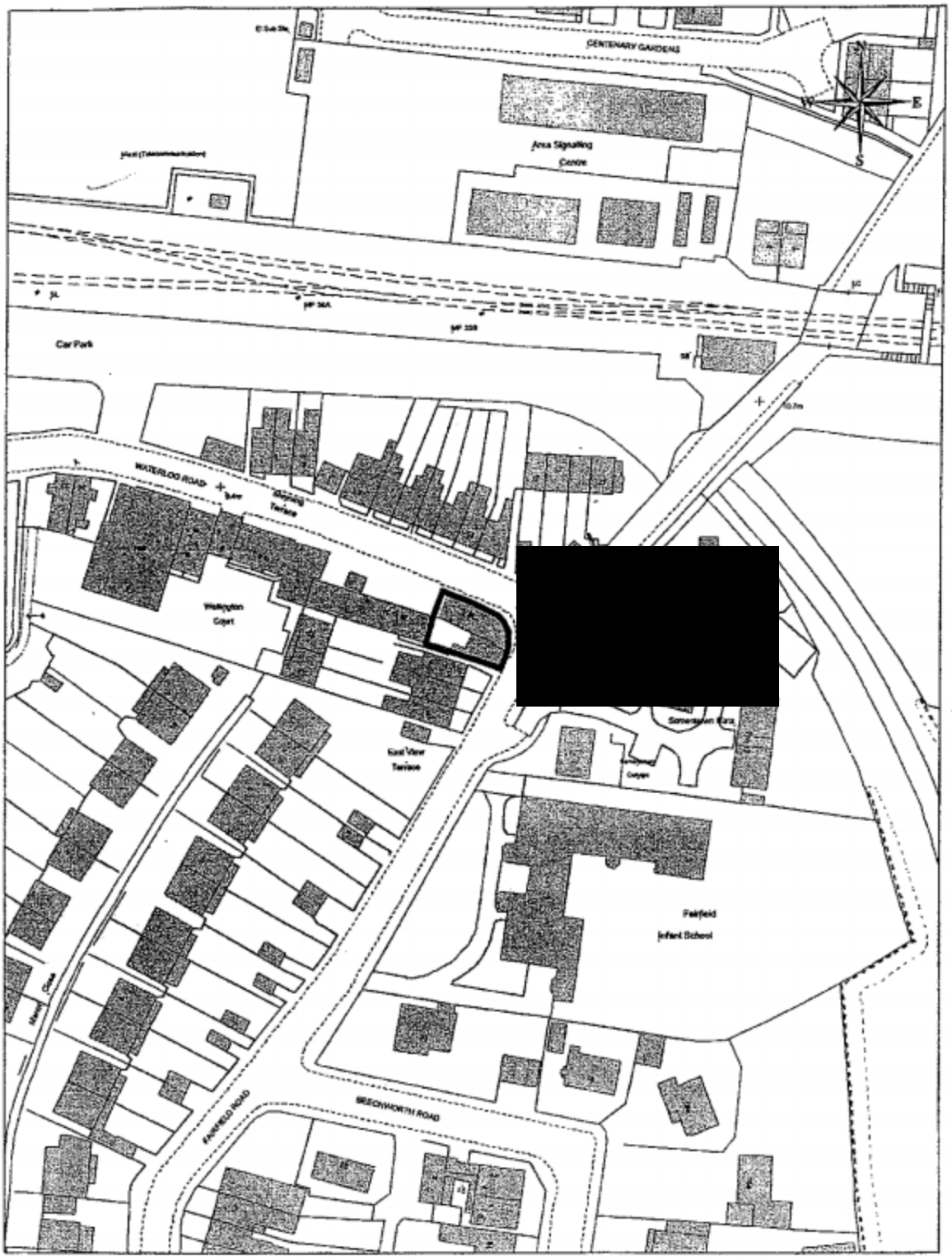
7. The obtaining consequent upon the provisions of this Deed of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of clause 1.13 shall be ineffective and not relied upon by any person unless 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 1.8) the Land

The land known as 36 Waterloo Road, Havant in Hampshire shown



Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

tel 023 9247 4174 fax 023 9248 0263
www.havant.gov.uk

Havant BOROUGH COUNCIL

Title:

Town and Country Planning Act 1990
S106 Agreement
36 Waterloo Road,
Havant, PO9 1BH
APP/11/01238

Drawn By: GE

Scale: 1:1250

Drawing No: PC44/0447

Cleaner, Safer, More Prosperous

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

APP/11/01238

6. (See clause 1.5) the Development

Extension of time limit for implementation of Planning Permission 08/59055/008 for the demolition of existing building and construction of two storey building containing 3No. 2 bed flats and 3No. 1 bed flats with cycle storage.

7. (See clauses 1.16 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 3.2 and paragraphs 2, 3 and 4 of the Schedule to this Deed is true

Signed [redacted]

Name:

Addres

.....

.....

8. (See clauses 1.6 and 1.7) the Hampshire County Council Transport Contribution

£6,042 (Indexed)

9. (See clause 1.11) the Obligations

9.1 Not to Occupy or caused to be Occupied any part of the Development permitted by the Permission at any time before the Owner shall have paid to the County Council or caused to be paid to the County Council the Hampshire County Council Transport Contribution (Indexed)

9.2 The Owner covenants to notify the Council and the County Council in writing at least 14 days before commencing Occupation of the Development.