

DATED _____ **2010**

.....
In favour of
LUTON BOROUGH COUNCIL

UNDERTAKING

Section 106 Town and Country Planning Act 1990 (as amended)

Re:, Luton

R. J. Stevens
Solicitor to the Council
Town Hall
Luton
LU1 2BQ

Ref: JS/P/4/.....

THIS DEED is made theday of..... 2009

BY:

..... (Company Registration No) of ("the Owner") (1) and

..... (Company registration No) of (the Mortgagee) (2)

in favour of

LUTON BOROUGH COUNCIL of Town Hall Luton LU1 2BQ ("the Council")

RECITALS

- (A) The Council is the Local Planning Authority for the Borough of Luton
- (B) The Owner has submitted the Application to the Council
- (C)** The Owner is the freehold owner of the Land registered at HM Land Registry under title
- (D) The Mortgagee is the proprietor of a charge dated registered against the title of the Land

N O W THIS DEED WITNESSES as follows:-

1. DEFINITIONS

In this Deed unless expressly specified otherwise:

- 1.1 **"the Act"** means the Town and Country Planning Act 1990 as amended at the date of this agreement

"the Application" means planning application number

"the Development" means the development authorised by the Planning Permission

"Index Linked" means that if any sum so described in this Deed is not paid within 3 months of the date hereof it shall be increased by an amount in proportion to the increase in the All Items Index of Retail Prices issued by the Office for National Statistics from the date hereof until the date on which such sum is paid.

"the Land" means Luton shown edged red on the Plan

"the Owner" means the Owner and shall include any person or persons deriving title to the Land from the Owner and any obligation of the Owner in this Deed shall be enforceable against those persons both jointly and severally

"the Planning Permission" means planning permission to be issued by the Council in respect of the Application

"the Plan" means the plan attached hereto

"the Contributions" means the contributions defined below all of which shall be Index Linked

"the Highway and Transportation Contribution" means the sum of £..... to be spent on the provision or improvement of highways or public transportation infrastructure or facilities within the Borough of Luton

DELETE/AMEND AS NECESSARY

"the Museum Contribution" means the sum of £..... to be spent on the provision or improvement of public museum facilities within the Borough of Luton **DELETE/AMEND AS NECESSARY**

"the Libraries Contribution" means the sum of £..... to be spent on the provision or improvement of public library facilities or materials within the Borough of Luton **DELETE/AMEND AS NECESSARY**

"the Open Space Contribution" means the sum of £..... to be spent on the provision or improvement of public open space within one mile of the Development **DELETE/AMEND AS NECESSARY**

"the Waste Contribution" means the sum of £..... to be spent on the provision of waste disposal equipment or facilities in connection with the Development **DELETE/AMEND AS NECESSARY**

"the Education Contribution" means the sum of £..... to be spent on the provision of new school places within two miles of the Development and within the Borough of Luton **DELETE/AMEND AS NECESSARY**

- 1.2 Words importing the singular shall include the plural and vice versa
- 1.3 Words importing one gender include all other genders
- 1.4 Clause headings (if any) are inserted for convenience only and shall not affect the construction of this Deed and all references to clauses and sub-clauses are to clauses and sub-clauses of this Deed
- 1.5 References to statutes or statutory instruments include references to any modification extension or re-enactment of them from time to time

2. STATUTORY POWER AND ENFORCING AUTHORITY

This Deed is made pursuant to Section 106 of the Act and the Owner's obligations at Clause 4 are planning obligations for the purposes of that section in relation to the Land enforceable by the Council

3. COMMENCEMENT

This Deed takes effect on the date of issue of the Planning Permission

4. THE OWNER'S OBLIGATIONS

4.1 Prior to any commencement of the Development the Owner shall pay the Contributions to the Council

4.2 No part of the Development shall be occupied as a residence until the Contributions have been paid to the Council

5. MORTGAGEE'S CONSENT

The Mortgagee consents to the creation of the obligations at Clause 4 and acknowledges that the land shall be bound by them save that the Mortgagee shall only be obliged to perform them if it becomes a mortgagee in possession of the Land

7. No person shall be liable for any breach of the obligations contained in this Deed after it has parted with its interest in the Land other than in respect of any breach by it at the time when it held such an interest

8. No person other than the Council and the Owner shall have the benefit of or be capable of enforcing any term of this Deed as a result of the Contracts (Rights of Third Parties) Act 1999

9. LOCAL LAND CHARGE

9.1 This Deed is a Local Land Charge and shall be registered in the Register of Local Land Charges

I N W I T N E S S whereof the Owner and Mortgagee have executed this document as a Deed the day and year first before written

Executed as a Deed by

.....

Signature

In the presence of:

Witness signature.....

Name.....

Address.....

.....

.....

Occupation.....

(Mortgagee)