

DATED

16 April

2025

UNILATERAL UNDERTAKING

GIVEN BY:

CARTONA

TO:

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
CROYDON**

**made pursuant to Section 16 of the Greater London Council (General
Powers Act) 1974, Section 106 of the Town and Country Planning Act
1990 (as amended), Section 111 of the Local Government Act 1972,
Section 1 of the Localism Act 2011 and all enabling powers**

Application Reference: 24/02728/FUL

Land at: Land to the rear of 100 Canterbury Rd, Croydon, CR0 3HA

**Legal Services Division
London Borough of Croydon
Bernard Weatherill House
8 Mint Walk
Croydon
CR0 1EA**

THIS DEED OF UNILATERAL UNDERTAKING is given the
Two Thousand and Twenty Five

16 day of April

BY :

CARTONA

(company registration no. 00789613) whose

registered address is

(the **"Owner"**)

TO :

THE MAYOR AND BURGESSES of **THE LONDON BOROUGH OF CROYDON** of
Bernard Weatherill House 8 Mint Walk Croydon CR0 1EA (the **"Council"**)

(Hereinafter called **"the Parties"**)

Recitals

A. The Council

1. The Council is the Local Planning Authority for the purposes of Section 106 of the 1990 Act (as amended) for the land at 100 Canterbury Road, Croydon CR0 3HA (the **"Planning Application Site"**).
2. The Council is the highway authority for the purposes of the 1980 Act (as amended) for roads other than trunk and special roads within the area within which the Planning Application Site is located.

B. The Owner

1. The Owner is the registered proprietor with freehold absolute title under title numbers SGL258596 and SGL845696 of the Planning Application Site.

C. Planning Permission

1. An application for full planning permission was submitted to the Council and was registered under reference number 24/02728/FUL to develop the

Planning Application Site by 'Demolition of existing garages and construction of a two storey terrace of 5 homes, with associated access, amenity spaces, refuse and cycle storage' (the **"Planning Application"**).

2. The Council is minded to approve the Planning Application subject to the completion of this Unilateral Undertaking (and which on such approval shall be termed the **"Planning Permission"**)
3. The Parties are satisfied that the planning obligations (except for obligations at clauses 4.21 (Legal Costs) and Schedule 4 (Monitoring Fees)) contained in this Unilateral Undertaking are necessary to make the Development acceptable in planning terms directly related to the Development and fairly and reasonably related in scale and kind to such Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

1 Statutory Authority

- 1.1 This Unilateral Undertaking is given pursuant to Section 106 of the 1990 Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all enabling powers.
- 1.2 To the extent that this Unilateral Undertaking contains obligations on the part of the Owner which fall within descriptions set out in Section 106(1) (a)-(d) of the 1990 Act (inclusive), those obligations are planning obligations pursuant to Section 106 of the 1990 Act.

- 1.3 To the extent that this Unilateral Undertaking contains obligations on the part of the Owner which are not within the descriptions set out in Section 106(1) (a)-(d) of the 1990 Act (inclusive), those obligations are undertakings or Unilateral Undertaking binding on successors in title of the Owner and persons claiming through or under them within the meaning of Section 16 of the Greater London Council (General Powers) Act 1974.

2 Legal Effect

- 2.1 The obligations of the Owner (with the exception of clause 4.23.1) shall be conditional only upon:

2.1.1 the grant of Planning Permission; and

2.1.2 the Implementation Date

3 Interpretation

- 3.1 In this Unilateral Undertaking the following expressions (arranged in alphabetical order) shall unless the context shall otherwise require have the following meanings:

“1980 Act” means the Highways Act 1980 (as amended);

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

“Borough” means the London Borough of Croydon;

“Development” means the development which is the subject of the Planning Application;

“First Occupation” means first occupation for the purposes permitted pursuant to the Planning Application but not

including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expressions **“First Occupy”** and **“First Occupied”** shall be construed accordingly;

“Implementation Date”

means the carrying out in relation to the Development of any Material Operation and the expressions **“Implement/s/ed”** **“Implemented Developments”** and **“Implements Development”** shall be construed accordingly;

“Material Operation”

means any operation within the meaning of Section 56(4) of the 1990 Act (as amended) but disregarding for the purposes of this Unilateral Undertaking and for no other purpose

- (i) any demolition or site clearance operations,
- (ii) archaeological or ground investigations, investigations for the purpose of assessing contamination; and
- (iii) remedial action in respect of contamination, erection of any fences and hoardings or means of enclosure around the Planning Application Site;

“Parties”

means the parties to this Unilateral Undertaking;

“Person”

means a body of persons corporate or unincorporate as defined in the Interpretation Act 1978

“Plan 1”	means the plan attached to this Unilateral Undertaking at Annex 1 and marked “Plan 1: Planning Application Site”;
“Practical Completion”	means in relation to any works associated with the Development the issue of a certificate of practical completion by the architect or project manager certifying that the works have been practically completed and the certificate to be provided to the Council and the expression “Practically Completed” shall be construed accordingly;
“Retail Prices Index”	means the All Items Retail Prices Index including mortgage interest payments (RPI) contained in the Monthly Bulletin of Indices published by the Office of National Statistics (or such other publication as may from time to time supersede the same);
“Unilateral Undertaking”	means this unilateral undertaking as given by the Owner to the Council;
“Working Day”	means any day apart from a Saturday Sunday or any statutory bank holiday in England

3.2 The clause headings in this Unilateral Undertaking are for reference only and do not affect its construction or interpretation.

3.3 References to clauses and schedules are to the clauses and Schedules of this Unilateral Undertaking, unless stated otherwise.

- 3.4 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.
- 3.5 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.
- 3.6 A reference to a person includes a reference to persons acting jointly or in partnership, a firm, company, authority, board, department or other body and vice versa.
- 3.7 Unless this Unilateral Undertaking states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all statutorily enforceable instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.
- 3.8 References to the Planning Application Site include any part of it.
- 3.9 References to any party in this Unilateral Undertaking include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Planning Acts.

4 It is hereby undertaken and declared

Miscellaneous Undertakings and declarations

- 4.1 Nothing contained or implied in this Unilateral Undertaking shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and its rights, powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Unilateral Undertaking.

- 4.2 In so far as any clause or clauses in this Unilateral Undertaking are found (for whatever reason) to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking.

Local Land Charges

- 4.3 This Unilateral Undertaking shall be registered in the Council's Register of Local Land Charges.

Reference to statutes and statutory instruments

- 4.4 References in this Unilateral Undertaking to any statutes or statutory instruments shall include reference to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

Liability of subsequent owners and release of former owners

- 4.5 The provisions in this Unilateral Undertaking shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under the Owner in respect of the Planning Application Site.
- 4.6 The Owner undertakes to the Council in this Unilateral Undertaking to the intent that the undertakings given by the Owner in this Unilateral Undertaking shall be planning obligations and enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under the Owner to the Planning Application Site (or any part or parts of it) as if that person had also been an original party giving the Unilateral Undertaking to the Council

- 4.7 The obligations contained within this Unilateral Undertaking shall not be binding on any statutory undertaker with any existing interest in any part of the Planning Application Site or who acquires an interest in any part of the Planning Application Site for the sole purpose of the supply of electricity gas water or sewerage drainage or public telecommunication/internet services necessary for the Development
- 4.8 The obligations within this Unilateral Undertaking (save for Schedule 3 – Restriction on Parking Permits and Season Tickets for Council Car Parks) shall not be binding on any freehold or leasehold owners or occupiers of individual dwellings (or their respective mortgagees or successors in title) constructed pursuant to the Planning Permission.
- 4.9 No persons shall be liable to the Council for any breach of the provisions of this Unilateral Undertaking committed after such person has parted with all of its interest in the Planning Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

Variations

- 4.10 In the event of any subsequent planning permission being granted by the Council pursuant to an application under section 73 of the 1990 Act for the removal or variation of any conditions attached to the Planning Permission the obligations contained in this Unilateral Undertaking shall apply to the subsequent planning permission (without the need for a further deed unless required by the Council) and terms of this Unilateral Undertaking shall continue in full force and effect.

English Law Applicable

- 4.11 The construction validity and performance of this Unilateral Undertaking shall be governed by English law.

Reconciliation of plans and property descriptions

- 4.12 All references in this Unilateral Undertaking to the identification of the Planning Application Site or parts thereof by colour delineations or colourings on Plan 1 shall be for the purposes of identification only.

Service of Notices

- 4.13 All notices including Notice of Intention to Implement the Development and Notice of Intention of First Occupation and Notice of Practical Completion and Notice of Change in Ownership served pursuant to this Unilateral Undertaking shall be in writing and shall in the absence of a contrary direction having been received in writing by the sender of the relevant notice be deemed duly served if delivered or sent:

- 4.13.1 In the case of a notice to be served on the Council to the address as stated above and also electronically by e-mail to Development.Management@croydon.gov.uk addressed to the Head of Development management

- 4.13.2 In the case of a notice to be served on the Owner to the following address: Downsview, Weavers Lane, ~~Hayland~~, Lewes. East Sussex BN8 6PR

Halland
N.P.J

Effect of revocation of Planning Permission

- 4.14 In the event of the Planning Permission for the Development being revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owner under this Unilateral Undertaking shall thereupon cease absolutely.

Waivers not to be of a continuing nature

- 4.15 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Unilateral Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

Rights of Third Parties

- 4.16 It is the intention of the parties that no person who is not a party to this Unilateral Undertaking shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Unilateral Undertaking.

Joint and Several Liability

- 4.17 Where two or more persons are liable in respect of an obligation, they are jointly and severally liable unless there is an express provision otherwise.

General

- 4.18 Words denoting an obligation on a party to do an act matter or thing shall include, an obligation to procure that is done and words placing a party under a restriction shall include an obligation not to cause permit or suffer infringement of the restriction whether direct or indirect on its own account or through another person

4.18.1 Where an obligation must be complied with:

- (a) Prior to or upon Implementation Date that shall additionally include a restriction that no Development can be Implemented until such obligation has been satisfied
- (b) Prior to or upon First Occupation that shall additionally include a restriction that no Occupation can take place until such obligation has been satisfied

4.18.2 All the obligations on part of the Owner are to be undertaken at the Owner's expense

4.19 Rights of Inspection

4.19.1 Without prejudice to the Council's statutory rights of entry the Owner shall permit any person duly authorised by the Council during the period when the Development is being constructed to enter at reasonable times and on reasonable notice any part of the Planning Application Site which is not First Occupied to ascertain whether there is or has been any breach of the obligations hereunder PROVIDED THAT any person so authorised shall observe all reasonable security access and health and safety arrangements as required by the Owner.

4.20 VAT

4.20.1 All consideration given in accordance with the terms of this Unilateral Undertaking shall be exclusive of any value added tax properly payable in respect thereof

4.20.2 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Unilateral Undertaking then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

4.21 Interest

4.21.1 If the Owner shall fail to pay to the Council any payment due under this Unilateral Undertaking in full by the due date the Owner shall in addition pay to the Council interest calculated at a rate equivalent to four per centum (4%) per annum over the basic lending rate from time to time of the Bank of England such interest to be calculated to cover the period of time from the date on which the payment should have been received in full by the Council to the date that the payment was received in full by the Council.

4.22 Indexation

4.22.1 The Owner hereby undertakes that any payment due shall be subject to indexation so that such sums or values shall be increased by the percentage change in the Retail Prices Index from time to time in force from the date of this Unilateral Undertaking until the date of receipt of the payment by the Council ("**Index-Linked**")

4.23 Legal Costs

4.23.1 The Owner undertakes to pay the Council's reasonable legal costs in negotiating and preparing this Unilateral Undertaking upon completion of this Unilateral Undertaking.

4.23.2 The Owner further undertakes to pay the Council's legal costs incurred by or on behalf of the Council in connection with recovering and/or enforcing of any planning obligations in this Unilateral Undertaking

4.24 Charges Register

- 4.24.1 The Owner shall within 28 days of completion of this Unilateral Undertaking (apply at its own expense including paying the requisite fee) to the Land Registry to register this Unilateral Undertaking in the Charges Register of the respective title numbers SGL845696 and SGL258596 the Owner shall supply (at its own expense) to the Council upon written demand office copies of such titles to show the entry of this Unilateral Undertaking in the Charges Register of the respective titles to the Planning Application Site.

5 Dispute Resolution

5.1 Without prejudice to any of the parties' or the Council's right to seek redress through the courts the parties hereto hereby agree that any differences and questions which arise between the parties in connection with this Unilateral Undertaking shall be referred for determination by an independent person who is qualified to act as an expert in relation to the dispute having not less than 10 (ten) years professional experience in relation to matters relating to planning developments (whose decision shall be binding save in the case of manifest error in respect of the matters referred to him) in accordance with the following provisions:

- a) where such dispute relates to the construction of this or any other Unilateral Undertaking or document it shall be referred to a solicitor or barrister agreed upon by the parties or in default of Unilateral Undertaking appointed on the application of either party by or at the direction of the President for the time being of the Law Society; and
- b) where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of Unilateral Undertaking appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers; and
- c) where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of Unilateral Undertaking appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors;

in any reference to an independent person under this clause such person shall (unless the parties otherwise conclude) act as expert and not as arbitrator and the following provisions shall apply to their appointment:

- (i) the independent person shall allow the parties to make representations and to comment on each other's representations;
- (ii) the independent person shall give written notice as to their decision within 30 (thirty) Working Days of his appointment (or within such longer period as the parties shall agree);
- (iii) the costs of the independent person shall be borne by the parties in such proportion as he directs or in the absence of any direction equally. If one party shall pay more than their due proportion they shall be entitled to recover the excess from the other on demand;
- (iv) if the independent person refuses to act, is incapable of acting, dies or fails to give notice of his decision within the required period, then the procedure referred to in clause 5 may be repeated.

6. Third Party Implementation

6.1 The Owner covenants with the Council as follows:

- 6.1.1 If any other Person(s) other than the Owner Implements or carries out or procures Implementation on the Access Road the Owner (and its successors in title once the Owner has parted with its interest in the Land) shall be liable under this Undertaking to observe and perform the covenants obligations and duties contained in this Agreement as if it had Implemented the Development;
- 6.1.2 In the event of non-compliance with clauses 6.1.1 the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

Schedule 1 – Notices

Definitions

Notice of Change in Ownership	means a notice notifying the Council of the change in ownership
Notice of Intention to Implement the Development	means a notice stating the date on which the Owner intends to Implement the Development
Notice of Intention of First Occupation	means a notice stating the date on which it is intended that First Occupation will occur
Notice of Practical Completion of the Development	means a notice containing the date on which Practical Completion of the Development occurred

1. Notices

1.1 Notice of Change in Ownership

The Owner undertakes to the Council to give the Council immediate written notice any change in ownership of the Owner's interest in the Planning Application Site occurring before all of the obligations under this Unilateral Undertaking have been discharged. Such notice shall include details of the transferees' full name and registered office (if a company or a usual address if not) together with the area of the Planning Application Site or unit of occupation purchased by reference to a plan PROVIDED THAT nothing in this clause will require the Owner to notify the Council in respect of the disposal of

any individual dwelling or the disposal of any part of the Unilateral Undertaking Land to statutory undertakers.

1.2 Notice of Intention to Implement the Development

The Owner shall prior to Implementation Date serve the Notice of Intention to Implement the Development giving at least 5 (five) Working Days' notice of the intended Implementation Date.

1.3 Notice of Intention of First Occupation

The Owner undertakes to serve the Notice of Intention of First Occupation on the Council at least 5 (five) Working Days' prior to the date of First Occupation.

1.4 Notice of Practical Completion of the Development

The Owner undertakes to serve the Notice of Practical Completion on the Council within 5 (five) Working Days' of Practical Completion of the Development.

Schedule 2 – Sustainable Transport Contribution

1. Definitions

1.1

Sustainable Transport Contribution means the sum of £7,500 (seven thousand five hundred Pounds)Index–Linked to be utilised towards (including but not limited to and Council exercising absolute discretion) on street car clubs with EVCPs and/or highway changes such as on street restrictions, car clubs, highway transport initiative measures, removal of residential parking permit entitlement for new residential units to the present, and any future, CPZs within the area, pedestrian /cycling improvements

EVCPs means Electrical Vehicle Charging Points

CPZs means Controlled Parking Zones as defined in Schedule 3 of this Unilateral Undertaking

2. Sustainable Transport Contribution

2.1 The Owner undertakes to pay the Sustainable Transport Contribution on or prior to the Implementation Date and there can be no implementation until such sum has been received in full by the Council

Schedule 3 – Restriction on Parking Permits and Season Tickets for Council

Car Parks

1. Definitions

Council Car Parks	means any car parks owned or operated by the Borough and located within the Borough (including future car parks)
Controlled Parking Zone	means an area or zone where there are (or are in future) continuous parking controls which seek to restrict or limit parking within an area (such controls normally taking the form of yellow lines, waiting restrictions and parking bays)
Motor Vehicle	means any vehicle including a motorcycle intended or adapted for use on a road and/or highway and propelled by a motor
“Occupation”	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “First Occupy” “Occupy” and “Occupying” and cognate expressions shall be construed accordingly.
Parking Place	means a parking place designated by the Council (anywhere in the Borough) by an order (or otherwise) under the Road Traffic Regulation Act 1984 and under the Traffic Management Act 2004 or other relevant legislation
Parking Permit	means a parking permit issued by the Council under Section 45(2) of The Road Traffic Regulation Act 1984 to an owner or occupier of a Residential Unit allowing a Motor Vehicle to park in a Parking Place in a Controlled Parking

Zone anywhere in the Borough but not including a disabled person's "blue badge" issued under Section 21 of the Chronically Sick and Disabled Persons Act 1970

Residential Unit means a residential unit of accommodation comprised in the Development together with amenity space or a right to use the same (whether in common or not with others provided therewith) and references to "**Residential Units**" shall be construed accordingly

Season Ticket means quarterly, 6 (six) monthly or annual tickets and includes such tickets issued in relation to (i) Council Car Parks and /or (ii) car park within the Development and/or (iii) anywhere in the London Borough of Croydon (as the context permits)

2. Restriction on Parking Permits and Season Tickets for the Council Car Parks

2.1 The Owner covenants with the Council that:

2.1.1 The Owner shall not apply for / procure / secure a Parking Permit in connection with the Occupation of the Planning Application Site or any Residential Unit or any other unit in the Development nor knowingly permit any owner or occupier of a Residential Unit to apply for a Parking Permit nor a Season Ticket

2.1.2 Prior to the Occupation of each and any Residential Unit or any other unit in the Development the Owner shall inform each new owner or occupier of that Residential Unit or any other unit in the Development (as the case may be) in writing that (save in the case of an owner or occupier of that unit who is a holder of a disabled persons badge issued pursuant to

Section 21 of the Chronically Sick and Disabled Persons Act 1970) by virtue of this Deed:

- (a) They shall not be eligible to be granted a Parking Permit nor any Season Tickets AND FURTHERMORE that the Council may refer to the provisions of this Unilateral Undertaking in its refusal of any application for a Parking Permit and Season Tickets and
- (b) If a Parking Permit or Season Ticket is issued in respect of any Residential Unit or any other unit in the Development, then:
 - a. the Owner or occupier of that Residential Unit or any other unit in the Development (as the case may be) is to surrender it to the Council within 10 (ten) Working Days of any written request by the Council; and
 - b. terminate such contract with the Council within 10 (ten) Working Days of written demand by the Council; and

FOR THE AVOIDANCE OF DOUBT and without prejudice to the foregoing upon expiry of 14 (fourteen) Working Days the Parking Permit or the Season Tickets is deemed to be invalid if the owner or occupier of the Residential Unit or any other unit in the Development (as the case may be) has not responded to the Council in writing within this time period surrendering and terminating the contract as set out above in respect of the same

- 2.2 The Owner shall ensure that the all relevant material used for marketing any Residential Unit or any other unit in the Development for letting or sale shall clearly state that any owner or occupier of any Residential Unit or any other unit in the Development (as the case may be) shall not be entitled to apply for any Parking Permit or Season Tickets in connection with the Occupation of any Residential Unit or any other unit in the Development.
- 2.3 In respect of every lease of each Residential Unit or any other unit in the Development the following covenant shall be imposed:

"the lessee for himself and his successors in title being the owner or owners for the time being of the term of years hereby granted hereby covenants with the lessor and separately with the Mayor and Burgesses of the London Borough of Croydon not to apply for nor knowingly permit an application (nor procure application) to be made by any person residing in the premises to the London Borough of Croydon for any Parking Permit (other than a disabled persons' parking permit) or Season Ticket for Council Car Parks, car park within the Development and anywhere in the London Borough of Croydon in respect of the premises hereby demised and so that if such a permit or Season Ticket is issued it shall be surrendered within 14 days of written request to do so from the London Borough of Croydon (by whom this covenant shall be enforceable under Section 1 of the Contracts (Rights of Third Parties) Act 1999)"

- 2.4 [In respect of every licence to Occupy issued in respect of each or any of the Residential Unit or any other unit in the Development or part thereof the following shall be made an express term of the agreement for licence (and the Owner shall also set out in the licence a list of Council Car Parks in existence):

"the licensee hereby agrees that he will not apply or knowingly permit any person residing in the premises to apply (nor procure application) to the London Borough of Croydon for any Parking Permit (other than a disabled persons' parking permit) or Season Tickets for Council Car Parks, car park within the Development and anywhere in the London Borough of Croydon in respect of such premises."

- 2.5 Upon a written request(s) from the Council the Owner will send to the Council (at its own cost) within a period of 10 (ten) Working Days:
- (a) a certified copy of any lease granted or licence to Occupy issued in respect of a Residential Unit and any other unit in the Development or part thereof; or

(b) Any such information as the Council may reasonably require to enable it to be satisfied as to compliance with the provisions of this Schedule.

2.6 On or prior to First Occupation the Owner shall inform the Council in writing of the official numbers and addresses of all the Residential Units and any other unit forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department).

The obligations contained in this Schedule shall apply to and in respect of all future owner or occupiers of the any Residential Unit and any other unit in the Development

Schedule 4 - Monitoring Fee

1. The Owner shall pay to the Council the following sum upon the Implementation Date as a contribution towards the costs of monitoring compliance:
 - (a) The sum of £1,500 (One Thousand Five Hundred Pounds) for monitoring the Sustainable Transport Contribution obligation
 - (b) The sum of £1,500 (One Thousand Five Hundred Pounds) for monitoring the restriction on Parking Permits and Season Tickets for the Council Car Parks obligation

2. The Parties hereby acknowledge that the monitoring fee are being sought under Section 111 of the Local Government Act 1972 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 and additionally the monitoring fee is a contractual obligation and, in each case, the Parties hereby further acknowledge that the monitoring fee are justified and reasonably referable to the obligations monitoring which is the responsibility of the Council following completion of this Unilateral Undertaking.

IN WITNESS whereof the parties hereto have executed this Unilateral Undertaking
as a Unilateral Undertaking the day and year first before written

Executed as a Unilateral Undertaking by
CARTONA PROPERTIES LIMITED acting
by

N. P. FRANCIS

a director

N. P. Francis

[Signature of Director]

In the presence of:

Witness signature:

Sally Sandercock

Name of Witness:

S. P. SANDERCOCK

Address:

HIGH ROAD WARM

KNOWLE LANE

HALLAND

EAST SUSSEX BN18 6PR

Occupation:

RETIRED

ANNEX 1 – PLAN 1: PLANNING APPLICATION SITE



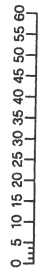
N P Francis

1:1250
Location Plan

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Scale @ A3: 1:1250



NOTE: This drawing is to be scaled for planning purposes only

Project: 100 Canterbury Road
Address: 100 Canterbury Road,
Choydon, CR0 3HA
Client: Nick & Rowan Francis

Drawing: Location Plan

433 - OBA - 00 - ZZ - DR - A - 0100 - 01

Status: Planning OBA proj no: 433

no	description	date
01	Planning Submission	04/04/2023

OB ARCHITECTURE

The Dispensary, 5-6 The Square, Winchester, SO23 8PS
6a Millings Place, 169 Tower Bridge Road, London, SE1 3JF
01862 885344 info@obarchitecture.co.uk www.obarchitecture.co.uk

