

**UNILATERAL UNDERTAKING**

MADE PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 (AS AMENDED)

**DATE:** 22/01/2026

**PLANNING REFERENCE:**

2025/0223

**SITE ADDRESS:**

Land at Cowm  
Back Cowm Lane  
Whitworth  
OL12 8BJ

**PARTIES**

**BY:**

Azera Homes Ltd (Company Registration Number 11518024)  
Grafton House, 81 Chorley Old Road, Bolton, England, BL1 3AJ  
("the Owner")

**TO:**

Rossendale Borough Council  
Futures Park, Bacup, Lancashire, OL13 0BB  
("the Council")

**WHEREAS:**

(A) The Council is the Local Planning Authority for the purposes of the Act for the area  
in which the Application Site is situated.

(B) The Owner has applied to the Council for planning permission for the Development.  
(C) The planning purpose of this Unilateral Undertaking is to mitigate the impact of the Development by securing a financial contribution towards improving the environmental quality and accessibility of the surrounding Green Belt land.

## **1. INTERPRETATION**

- 1.1 For the purposes of this Deed the singular includes the plural and vice versa.
- 1.2 Any reference to a party includes its successors in title and assigns.
- 1.3 The expression "person" means any person, firm, authority, company or other legal entity.
- 1.4 References to clause numbers are references to clauses in this Deed.
- 1.5 References to schedules are references to the schedules to this Deed.

## **2. DEFINITIONS**

- 2.1 "The Act" means the Town and Country Planning Act 1990 (as amended).
- 2.2 "Application" means the planning application made to the Council under reference 2025/0223.
- 2.3 "Application Site" means land at Cowm, Back Cowm Lane, Whitworth, OL12 8BJ, registered under title number LAN297027.
- 2.4 "Development" means the erection of two bungalows pursuant to the Application.
- 2.5 "Contribution" means £2,500.00 (Two Thousand Five Hundred Pounds).
- 2.6 "Occupation" means first occupation of any Dwelling for residential purposes.
- 2.7 "Dwelling" means any residential unit forming part of the Development.
- 2.8 "Planning Permission" means the planning permission granted pursuant to the Application.

## **3. PURPOSE OF THIS DEED**

- 3.1 The Council is the local planning authority for the purposes of the Act.

**3.2** The Owner is the freehold owner of the Application Site.

**3.3** This Deed secures the Contribution as a planning obligation.

#### **4. PLANNING OBLIGATION**

**4.1** The Owner shall comply with the obligations in Schedule 1.

**4.2** This Deed is conditional upon the grant of the Planning Permission and shall cease to have effect if the Planning Permission expires, is revoked or otherwise lapses prior to commencement of the Development.

#### **5. GENERAL**

**5.1** The obligations contained in this Deed shall be binding upon the Owner and its successors in title.

**5.2** The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council.

**5.3** No person shall be liable for breach of this Deed after it has parted with its entire interest in the Application Site, without prejudice to any subsisting breach.

**5.4** The planning obligations contained in this Deed and the existence of this Deed may be registered as a local land charge in the Local Land Charges Register.

#### **6. DETERMINATION**

**6.1** If the Planning Permission expires or is revoked prior to commencement of the Development, this Deed shall cease to have effect.

#### **7. ARBITRATION**

**7.1** Any dispute or difference arising out of or in connection with this Deed shall be referred to arbitration under the Arbitration Act 1996 (or any statutory re-enactment).

## **8. INDEMNITY**

**8.1** The Owner shall indemnify the Council against all liabilities arising directly from any breach of the obligations contained in this Deed.

## **9. JURISDICTION**

**9.1** This Deed shall be governed by and construed in accordance with the law of England and Wales.

**9.2** The Courts of England and Wales shall have jurisdiction to settle any dispute arising out of or in connection with this Deed.

## **10. NOTICES**

**10.1** Any notice or other communication served under this Deed shall be delivered by hand or sent by prepaid first class post to the address of the relevant party stated in this Deed (or such other address as notified in writing).

**10.2** A notice sent by post shall be deemed served on the second working day after posting.

## **SCHEDULE 1 FINANCIAL CONTRIBUTION**

**1.** No later than 7 days prior to Development being commenced, the Owner shall notify the Council in writing of the date of commencement and, prior to the commencement, the Owner shall pay to Rossendale Borough Council the sum of £2,500.00 (Two Thousand Five Hundred Pounds).

**2.** The Contribution shall be applied towards improving the environmental quality and accessibility of the remaining Green Belt land in the surrounding area.

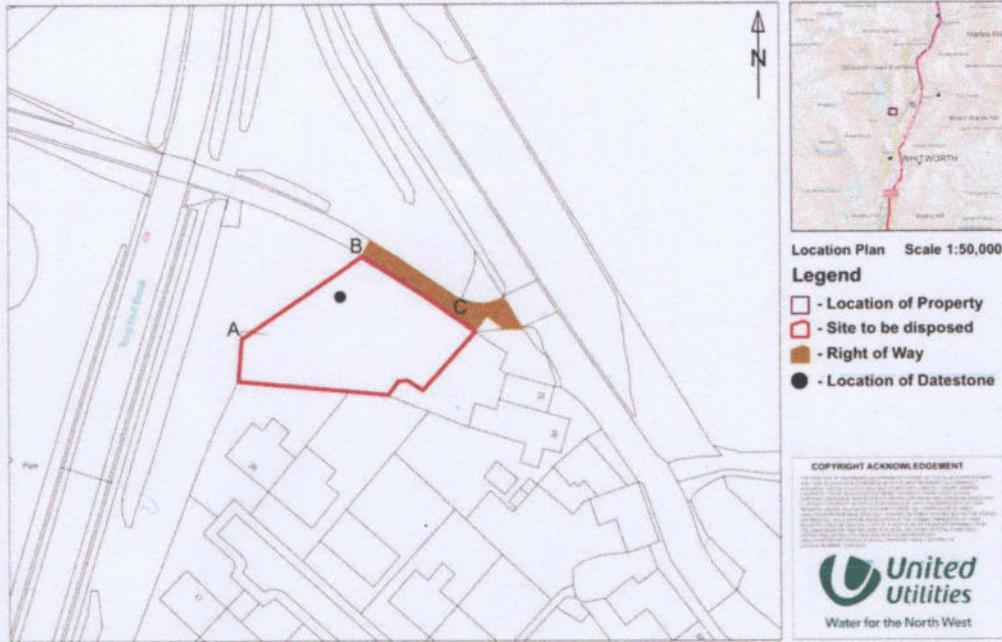
**3.** If payment is late, interest shall accrue at 4% above the Bank of England base rate from the due date until payment is made in full.

## **SCHEDULE 2 PLANS**

The Application Site is shown edged red on the plan attached to this Deed. For the avoidance of doubt, the red edge delineates the boundary of the Application Site.

**SITE PLAN – LOCATION / DISPOSAL PLAN (RED EDGE DENOTES SITE BOUNDARY)**

LAND AT COWM WTW OL12 8BJ



NGR: SJ 88284 18648

Scale: 1:500

**EXECUTION**

SIGNED by the said AZERA HOMES LTD acting by a Director

Signature: \_\_\_\_\_ Date: 22/01/2026

Name (print): MOHAMMAD AZEEM

**IN THE PRESENCE OF:**

Witness Signature: \_\_\_\_\_ Date: 22/01/2026

Name (print): ABDUR RAHEEM Occupation RETAIL ASSISTANT

Address: \_\_\_\_\_