

THIS AGREEMENT is made the 7TH day of FEBRUARY ~~2010~~ 2011

BETWEEN:

1. **MATILDA RUIS DE CALZADO** of 14 Templewood Avenue, London NW3 7XA (hereinafter called "the First Owner") of the first part
2. **CORONATION CONSULTING GROUP LIMITED** of (incorporated in the British Virgin Islands) of EFG Trust Company Limited, PO Box 641, No. 1 Seaton Place, St Helier, Jersey JE4 8YJ (hereinafter called "the Second Owner") of the second part
3. **ASTORIA INVESTMENT MANAGEMENT LIMITED** (incorporated in the British Virgin Islands) of EFG Trust Company Limited, PO Box 641, No. 1 Seaton Place, St Helier, Jersey JE4 8YJ (hereinafter called "the Third Owner") of the third part
4. **EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED** (incorporated in Guernsey) of PO Box 603, EFG House, St Julian's Avenue, St Peter Port, Guernsey GY1 4NN (hereinafter called "the First Mortgagee" of the fourth part
6. **BERNHARD LAMPERT** of Im Marlarsch 36, 9494 Schaan, Liechtenstein and care of Caplans Solicitors, 12 Peterborough Road, Harrow, London HA1 2BQ (hereinafter called "the Second Mortgagee") of the fifth part
5. **EFG PRIVATE BANK LIMITED (Co. Regn. No. 2321802)** of Leconfield House, Curzon Street, London W1J 5JB (hereinafter called "the Third Mortgagee") of the sixth part
7. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the seventh part

WHEREAS

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL644843 subject to a

Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.5 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.10 "Off-Site Housing"

the four new residential units of housing to be created in connection with this Agreement to meet the following requirements (unless otherwise agreed by the Council in accordance with the requirements of this Agreement):-

- (i) total area of off-site units to comprise not less than 497 square metres of net internal floorspace (excluding communal areas) PROVIDED ALWAYS that the Council may agree a lesser net internal floorspace if the off-site units provided are of a better standard than the existing housing removed due to the Development by reason of location layout mix or other factors which may be advanced to the Council
- (ii) the four units to consist of at least one 3 bed unit or larger and the remaining units to be at least 2 bed units or larger
- (iii) all units to be "new" residential units i.e. not consisting of units currently in

housing use or created out of existing housing accommodation

- (iv) all units to be located within the Fitzjohn's and Frognal, Hampstead Town, Belsize Park, Swiss Cottage and West Hampstead Wards within the Council's borough or elsewhere as may be agreed by the Council in writing

2.6 "the Parties"

mean the Council, the Owner, the First Mortgagee, the Second Mortgagee and the Third Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 13 September 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/4998/P subject to conclusion of this Agreement

2.8 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 3.8 The Council hereby agrees not to unreasonably withhold or delay any consent under this agreement

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 Not to Implement or permit Implementation of any part of the Development until such time as the Owner has identified a site or a number of sites capable of forming the whole of the Off-Site Housing and has submitted full details of such sites to the Council for approval these to include details of the following:-

- (i) the name and location of the sites;
- (ii) the planning status of the said sites;
- (iii) ownership details of the identified sites;
- (iv) an account of the suitability of the said sites for accommodating the Off-Site Housing as provided for under this Agreement;
- (v) indicative design of the proposals;
- (vi) such further information as the Council may reasonably require.

- 4.2 Not to Implement or permit Implementation of any part of the Development until such time as the Owner has obtained written confirmation from the Council that the following steps have been carried out and completed:-

- 4.2.1 the sites identified by the Owner as being capable of accommodating the Off Site Housing have been approved in writing by the Council as sites suitable for accommodating the Off-Site Housing and comprise the total requirements of the Off-Site Housing; and

2.10 "the Property"

all that land known as 14 Templewood Avenue,
London NW3 7XA the same as shown shaded
grey on the plan annexed hereto

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.