

**DATED**

**2013**

**UNILATERAL UNDERTAKING GIVEN BY**

**RISSETALL LIMITED (1)**

**-TO-**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN (2)**

**-and-**

**IRISH BANK RESOLUTION CORPORATION LIMITED (3)**

**relating to land known as  
10A Belmont Street,  
London, NW1 8HH  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

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**Hallmark Estates Limited  
46 Great Marlborough Street  
London W1F 7JW**

**Tel: 020 494 9000  
Fax: 020 494 4944**

**Ref:GL**

**THIS UNILATERAL UNDERTAKING** is given the                      day of                      2013

**BY:**

**RISETALL LIMITED** (incorporated in the Turks and Caicos Islands) care of  
Hallmark Estates Limited, 46 Great Marlborough Street, London W1F 7JW  
(hereinafter called "the Owner") of the first part

**TO:**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called  
"the Council") of the second part

**AND**

**IRISH BANK RESOLUTION CORPORATION LIMITED** (Co. Regn. No.  
FC016044) whose registered office is at 18/21 St Stephens Green Dublin 2  
and whose address for service in the UK is at 10 Old Jewry London EC2R  
8DN (hereinafter called 'the Mortgagee') of the third part

**WHEREAS**

- 1.1 The Owner is the legal owner of the freehold property at 10A Belmont Street London NW1 under Title Number NGL375994
- 1.2 The Owner is the freehold Owner of and interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council for validation on 24 June 2013 and for which a Council reference number is awaited
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated

1.5 The Council is the local highway authority under the Highways Act 1980 for the area in which the Property is situated

1.6 The Mortgagee as mortgagee under a legal charge contained in a debenture registered under Title number NGL375994 is willing to enter into this Agreement to give its consent to same

## 2. **DEFINITIONS**

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Development" Change of Use of the existing building erected on the Property from Class B1 office to Class C3 residential pursuant to Class J under The Town and Country Planning (General Permitted Development) (Amendment) (England) Order 2013 to provide 10 residential units Class C3 as shown on the Site Location plan and following drawing nos;

130610-A(PD)100 Scale 1:250@A3  
130610-A(PD)101 Scale 1:250@A3

2.4 "the Implementation 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
2.6	"the Parties"	mean the Council the Owners and the Mortgagee
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council for validation on 24 June 2013 and for which a Council reference number is now awaited
2.21	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.22	"the Planning Permission"	a planning permission granted for the Development
2.23	"the Property"	the land known as 10A Belmont Street, London, NW1 8HH as the same is shown edged red on the plan annexed hereto

- 2.27 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.28 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

**NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Unilateral Undertaking:
- 3.1.1 is given by the Owner to the Council,
  - 3.1.2 is given pursuant to S106 of the Act
  - 3.1.3 is a planning obligation for the purposes of S106 of the Act
  - 3.1.4 is given with intent to bind the Owner's freehold interest in the Property
  - 3.1.5 is intended to be enforceable by the Council as a local planning authority and highway authority
  - 3.1.6 is executed by the Owner as a Deed
- 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 Undertaking 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 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Undertaking shall become binding upon the Owners upon the Implementation Date.

3.6.1 The Parties save where the context states otherwise shall include their successors in title.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby Undertakes with the Council as follows:-

##### **4.1 CAR FREE DEVELOPMENT**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for themselves and their successors in title to the Property hereby acknowledge that the provision in Clause 4.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department) identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in clause 4.1 of this Undertaking

#### **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the planning reference the date upon which the Development is ready for Occupation.

5.3 It is the Owners' wish that they and the Council shall each to the other act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and subject to the Owner receiving the Council's written confirmation that they too wish to act in good faith and to cooperate each with the other then after the date of such written confirmation from the Council the Owner and the Council shall each to the other act in good faith and shall cooperate with each other as aforesaid and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owners' possession (at the Owner's expense) for the purpose of monitoring compliance with the obligations contained herein

5.4 The Owner undertakes with the Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Undertaking and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **THE OWNER GIVES THEIR UNDERTAKING TO THE COUNCIL** on the basis of the following provisions:

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Undertaking and any such notice or approval shall be in

writing and shall specifically refer to the name, date and Parties to the Undertaking and shall cite the clause of the Undertaking to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Legal Department.

- 6.2 The Owner recognises that this Undertaking shall be registered as a Local Land Charge.
- 6.3 Within 28 days from the date hereof the Owner will apply to the Chief Land Registrar of the Land Registry to register this Undertaking in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Undertaking in the Charges Register of the title to the Property.
- 6.5 Save as provided for herein nothing contained or implied in this Undertaking shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally 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 Undertaking.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Undertaking in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.



6.7 For the avoidance of doubt the provisions of this Undertaking (other than those contained in this sub-clause) shall not have any effect until this Undertaking has been signed and dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of either of the Owners) this Undertaking shall forthwith determine and cease to have effect and cancellation of all entries made in the Register of Local Land Charges in respect of this Undertaking will be effected.

7. **RIGHTS OF THIRD PARTIES**

7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Undertaking

8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this instrument and agrees to be bound by it and to the same being registered at H M Land Registry as provided by clause 6.3 and for the avoidance of doubt agrees to be bound by the said undertaking only in the event that it becomes a mortgagee in possession of the Property

**IN WITNESS** whereof the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED** as a DEED by )

**RISETALL LIMITED** acting )  
by its authorised signatories )

Authorised Signatory

Authorised Signatory

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**GIVEN** under the official seal of )

**IRISH BANK RESOLUTION )**  
**CORPORATION LIMITED )**

Authorised Signatory

Authorised Signatory