

DATED

9th November

2011

(1) KAPOOR INVESTMENTS LIMITED

and

(2) LONDON AND LEEDS BUSINESS CENTRES LIMITED

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

and

(4) JUNECROSS MANAGEMENT LIMITED

A G R E E M E N T

relating to land known as

Belsize Park House, 59-60 Belsize Park, London NW3 4EJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.788

THIS AGREEMENT is made the ^{ninth} ~~ninth~~ day of ^{November} 2011

B E T W E E N:

1. **KAPOOR INVESTMENTS LIMITED** (Co. Regn. No. 04106794) whose registered office is at Thremhall Park, Starhill, Bishops Strodford, CM22 7YE (hereinafter called the "Head Lessee");
2. **LONDON AND LEEDS BUSINESS CENTRES LIMITED** (Co. Regn No. 03801441) whose registered office is at 24-25 Nutford Place London W1H 5YN (the "Lessee")
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")
4. **JUNECROSS MANAGEMENT LIMITED (In Liquidation)** (Co. Regn No. 3569560) whose registered office is at 1 Harrington Gardens London SW7 4JJ (the "Freeholder")

1. **WHEREAS**

- 1.1 The Head Lessee is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number LN124389 and is interested in the Property for the purposes of section 106 of the Act
- 1.2 The Lessee is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL719688.
- 1.3 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL702354.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 25 October 2010 and the Council resolved to grant permission conditionally under reference number 2010/5609/P subject to the conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 For that purpose the Freeholder, the Head Lessee and the Lessee are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

In this Agreement 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" Erection of an additional floor to provide two flats (2 x 1 bedroom) at roof level with rear balconies, installation of rear dormers, installation of roof lights to front and rear elevations, and alterations to the front and rear elevations to existing flats (Class C3) as shown on drawing numbers Site Plan; BSP 01.02; 03; BSP 04.01; 02; 03; 04; 05

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 "the Liquidator" Mr K S Tan of K S Tan & Co. 10/12 New College Parade, Finchley Road, London, NW3 5EP
- 2.6 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Owners" means the Freeholder, the Head Lessee and the Lessee
- 2.8 "the Parties" means the Council, the Freeholder, the Head Lessee and the Lessee
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 October 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/5609/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as Belsize Park House, 59-60 Belsize Park, London NW3 4EJ the same as

shown coloured green on the plan annexed hereto

- 2.13 "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
- 2.14 "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 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 Owners as provided herein and against any person deriving title to any part of the Property from the Owners 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 Owners 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.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNERS**

The Owners hereby covenant as follows:-

4.1 Prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owners 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.

4.2 For itself and its successors in title to the Property the Owners hereby acknowledge that the provision in Clause 4.1 above will remain permanently.

4.3 On or prior to the Occupation Date the Owners 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 Owners' opinion are affected by the Owners' obligation in Clause 4.1 of this Agreement.

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

5.1 The Lessee 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 Lessee shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/5609/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owners shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owners' possession (at the Lessee's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owners agree declare and covenant 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 Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owners 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. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

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 Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement 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 2010/5609/P 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 Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Lessee agrees to pay the Council its proper and reasonable legal and monitoring costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement up to a maximum of £1,027.00 (and disbursements).
- 6.4 The Lessee hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of title numbers LN124389 and NGL719688 and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement 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 Agreement.
- 6.6 Neither the Freeholder, the Head Lessee or the Lessee's successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement 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 Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been 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 the Owners) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

9. INDEMNITY

9.1 The Lessee agrees to indemnify the Head Lessee and the Freeholder against any expenses losses or liabilities arising under this Agreement as a result of any breach by the Lessee of any obligations contained herein.

9.2 The Head Lessee agrees to indemnify the Freeholder against any expenses losses or liabilities arising under this Agreement as a result of any breach by the Head Lessee of any obligations contained herein.

10 EXCLUSION OF PERSONAL LIABILITY

10.1 The Parties hereby expressly agree and declare that the Liquidator and/or the firm employees and agents shall incur no personal liability under this Agreement whether arising directly or indirectly in connection herewith, statutory or otherwise and whether arising in contract or tort or both or by reference to any other remedy or right in whatever jurisdiction or forum.

11 RIGHTS OF THIRD PARTIES

11.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder, the Head Lessee and the Lessee has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
KAPOOR INVESTMENTS LIMITED)
acting by a Director)
in the presence of:-)

Savitri Kapoor,

.....
Witness Signature

Witness Name MICHAL FIELDING
Address 24-25 NUTFORD PLACE
LONDON-W1H 5YN
Occupation CHIEF EXEECTIVE-KGC

EXECUTED AS A DEED BY)
LONDON AND LEEDS BUSINESS)
CENTRES LIMITED)
acting by a Director)
in the presence of:-)

Savitri Kapoor,

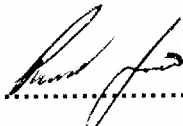
.....
Witness Signature

Witness Name MICHAL FIELDING
Address 24-25 NUTFORD PLACE
LONDON-W1H 5YN
Occupation CHIEF EXEECTIVE-KGC

(Continuation of section 106 agreement relation to Belsize Park House, 59-60 Belsize Park,
London NW3 4EJ)

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)





.....
Authorised Signatory

EXECUTED AS A DEED BY)
JUNECROSS MANAGEMENT)
LIMITED (In Liquidation) acting by)
it's liquidator under the powers)
conferred on him by Schedule 4)
to the Insolvency Act 1986 in the)
presence of)



Signature of witness


.....

Name (in block capitals)

SALIMAN MAN
.....

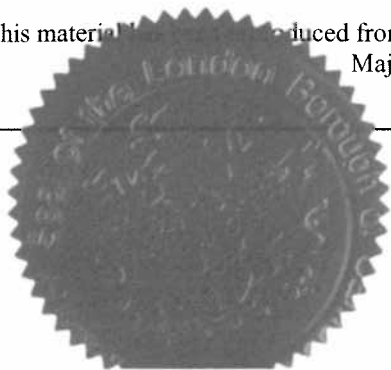
Address

63 CAMDEN WAY, LONDON, NW3 4EJ
NW3 4EJ
.....

Belsize Park House, 59-60 Belsize Park, London NW3 4EJ



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PJ

Savitri Kapoor



Kikis Karallis Designs
1 Woodberry Crescent
Muswell Hill
London
N10 1PJ

Application Ref: **2010/5609/P**

19 April 2011

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Belsize Park House
59-60 Belsize Park
London
NW3 4EJ

Proposal:

DECISION
Erection of an additional floor to provide two flats (2 x 1 bedroom) at roof level with rear balconies, installation of rear dormers, installation of roof lights to front and rear elevations, and alterations to the front and rear elevations to existing flats (Class C3).

Drawing Nos: Site Plan; BSP 01.02; 03; BSP 04.01; 02; 03; 04; 05.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Plan; BSP 01.02; 03; BSP 04.01; 02; 03; 04; 05.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of Growth), CS2 (Growth Areas), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair housing), DP18 (Parking standards and limitign the availability of parking), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of the development on occupiers and neighbours). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 Noise from demolition and construction works is subject to control under the

Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

