

DATED

15TH JULY

2010

(1) NOTTING HILL HOME OWNERSHIP LIMITED

and

(2) PRUDENTIAL TRUSTEE COMPANY LIMITED

and

(3) PARLODGE LIMITED

and

(4) ANGLO IRISH BANK CORPORATION PLC LIMITED

and

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

**A G R E E M E N T**  
relating to land known as  
158 – 164 ROYAL COLLEGE STREET  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 6007  
Fax: 020 7974 2962

THIS AGREEMENT is made the 15<sup>th</sup> day of

July

2010

**BETWEEN:**

1. **NOTTING HILL HOME OWNERSHIP LIMITED** of Grove House, 27 Hammersmith Grove, London W6 0JL (hereinafter called "the Freeholder") of the first part
2. **PRUDENTIAL TRUSTEE COMPANY LIMITED** (Co. Regn. No. 1863305) of Laurence Pountney Hill, London EC4R 0HH (herein after called "the First Mortgagee") of the second part
3. **PARLODGE LIMITED** (Co. Regn. No. 2939887) of 46 Great Marlborough Street, London W1f 7JW (hereinafter called "the Leaseholder") of the third part
4. **ANGLO IRISH BANK CORPORATION** <sup>LIMITED</sup> <sup>10 Old Jewry</sup> <sup>22 8DN</sup> ~~PLC~~ of ~~Gracechurch House 55 Gracechurch Street, London EC3V 0EE~~ (hereinafter called "the Second Mortgagee") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

**WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL590458 and 260834 subject to a charge to the First Mortgagee.
- 1.2 The Freeholder is the freeholder of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with leasehold title of the Property under Title Number NGL758723 subject to a charge to the Second Mortgagee.

- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act
- 1.5 A planning application for the development of the Property was submitted to the Council and validated on 16 November 2009 and the Council resolved to grant permission conditionally under reference number 2009/5128/P subject to conclusion of this legal Agreement.
- 1.6 The Council 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.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Freeholder and the Leaseholder are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 Prudential Trustee Company Limited as First Mortgagee under a legal charge registered under Title Number NGL590458 and dated 30 March 2007 (hereinafter called "the First Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.10 Anglo Irish Bank Corporation as Second Mortgagee under a legal charge registered under Title Number NGL758723 and dated 17 July 1998 (hereinafter called "the Second Legal Charge") is willing to enter into this Agreement to give its consent to the same.

## **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 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.3 "Affordable Housing Units" the 6 Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 November 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/5128/P subject to conclusion of this Agreement
- 2.6 "the Development" Change of use of ground and basement floors from retail (Class A1) to six residential (Class C3) units (1x one bed, 2x two bed and 3x three bed) with associated external alterations, including erection of two 2-storey rear extensions, a front elevation lightwell and new windows on front, side and rear elevations as shown on drawings: Site Location Plan A (GA) 001; GA.01; GA.02; GE.01; GE.02; GE.03; A (GA) 002; A (GA) 090 Rev B; A (GA) 100 Rev B; A (GA) 300; A (GA) 400 Rev A; A (GA) 401; A (GA) 402 Rev A; A (GA) 403; A (GA) 500; Design and Access Statement; Sustainable

Energy Information by MDA; Eco-Homes Report dated 18/04/2008 - 0776/2.01/Cp; Daylight Report by Delva Patman Associates - AR/pb/07238; Hoval BioLyt Boiler Manufacturer Information

2.7 "the Highways Contribution"

the sum of £13,500 (thirteen thousand five hundred pounds) to be paid by the Owner and to be applied by the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures ("the Highways Works") these to include but not limited to costs associated with repaving the footway along the Royal College Street frontage of the Property following completion of the Development all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.8 "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

2.9 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.10 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Open Space Contribution" the sum of £10,521 (ten thousand five hundred and twenty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of maintenance upkeep and preservation of public open spaces in the London Borough of Camden
- 2.12 "the Owner" means the Freeholder and the Leaseholder
- 2.13 "the Parties" mean the Council the Freeholder the Leaseholder the First Mortgagee and the Second Mortgagee
- 2.14 "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
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the basement and ground floor of the land known as 158 – 164 Royal College Street NW1 OTA the same as shown shaded grey on the plan annexed hereto

- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.18 "Registered Social Landlord" a registered social landlord registered as such by the Tenants Services Agency or its successor bodies who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.19 "the Renewable Energy Plan" the plan to be submitted by the Owner and based on *Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants* by London Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 10% by using the renewable energy methods and such plan shall demonstrate how the Development shall provide at least a 10% reduction in CO2 emissions and provide at least 10% of energy requirements through renewable energy
- 2.20 "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
- 2.21 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act

KR Planning  
27 York Place  
Bournemouth  
Dorset  
BH7 6JN

Application Ref: **2009/5128/P**

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:  
**158-164 Royal College Street**  
**London**  
**NW1 0TA**

**DECISION**  
Proposal:

Change of use of ground and basement floors from retail (Class A1) to six residential (Class C3) units (1x one bed, 2x two bed and 3x three bed) with associated external alterations, including erection of two 2-storey rear extensions, a front elevation lightwell and new windows on front, side and rear elevations.

Drawing Nos: Site Location Plan A (GA) 001; GA.01; GA.02; GE.01; GE.02; GE.03; A (GA) 002; A (GA) 090 Rev B; A (GA) 100 Rev B; A (GA) 300; A (GA) 400 Rev A; A (GA) 401; A (GA) 402 Rev A; A (GA) 403; A (GA) 500; Design and Access Statement; Sustainable Energy Information by MDA; Eco-Homes Report dated 18/04/2008 - 0776/2.01/Cp; Daylight Report by Delva Patman Associates - AR/pb/07238; Hoval BioLyt Boiler Manufacturer Information.

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 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 policies B1 (General design principles) and B7 (Conservation areas) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The waste storage and removal (including recycled materials) area hereby approved shall be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies SD6 (Amenity for occupiers and neighbours) and SD12 (Development and Construction Waste) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The Josta two-tier cycle racks showing spaces for six cycles shall be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 (Pedestrians and cycling) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Notwithstanding the approved drawings, an area of green/brown roof shall be provided on the flat roof level of the basement and ground floor rear extension hereby approved. Prior to the first occupation of the building a plan showing details of the green/brown roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green/brown roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: In order to secure appropriate features to enhance biodiversity measures

within the development, in accordance with the requirements of policy N5 (Biodiversity) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Notwithstanding the details illustrated on the approved drawings, no railings shall be erected to partially enclose the front lightwells without the prior approval of the Local Planning Authority. Instead, details of the design (including plan, section and external finishes) of a form of enclosure above the front lightwells shall be submitted to and approved by the Council. The approved lightwell enclosure shall be installed prior to the occupation of any of the residential units and shall be permanently maintained and retained thereafter, unless otherwise agreed in writing by the Council.

Reason: To safeguard the appearance of the premises and the character and appearance of the Camden Broadway Conservation Area, in accordance with the requirements of policies B1 (General design principles) and B7 (Conservation areas) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan A (GA) 001; GA.01; GA.02; GE.01; GE.02; GE.03; A (GA) 002; A (GA) 090 Rev B; A (GA) 100 Rev B; A (GA) 300; A (GA) 400 Rev A; A (GA) 401; A (GA) 402 Rev A; A (GA) 403; A (GA) 500; Design and Access Statement; Sustainable Energy Information by MDA; Eco-Homes Report dated 18/04/2008 - 0776/2.01/Cp; Daylight Report by Delva Patman Associates - AR/pb/07238; Hoval BioLyt Boiler Manufacturer Information. This however does not relate to the area of flat roof area of the basement and ground floor rear extension required for the green roof, as shown on plans A (GA) 400 Rev A and A (GA) 402 Rev A (see condition 5 above for details), nor the railings surrounding the front lightwell, as shown on plans A (GA) 001 Rev B; A (GA) 401; A (GA) 402 Rev A; A (GA) 300; A (GA) 500 (see condition 6 above for details).

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden

Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

- 4 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](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce measures that can practically be incorporated into the refurbishment of the building and the subsequent operation of the use.
- 8 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), SD8 (Disturbance), SD9 (Resources and energy), SD12 (Development and construction waste), H1 (New housing), H2 (Affordable housing), H7 (Lifetime homes and wheelchair housing), H8 (Mix of units), B1 (General design principles), B3 (Alterations and extensions), B7 (Conservation areas), R7 (Protection of shopping frontages and local shops), N4 (Providing public open space), N5 (Biodiversity), T3 (Pedestrians and cycling), T8 (Car free housing and car capped housing), T9 (Impact of parking) and T12 (Works affecting highways). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

# 158-164 Royal College Street, London NW1



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1984 allowing a vehicle to park in Residents Parking Bays

2.22 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Tenants Services Agency and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.23 "Social Rented Housing Units"

the 6 units of Social Rented Housing forming the Affordable Housing Units comprising 1 x 1 bedroom unit, 2 x 2 bedroom units and 3 x 3 bedroom units.

2.24 "the Sustainability Plan"

a plan to be submitted by the Owner and to include a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be

carried out by a recognised independent verification body in respect of the Property

- 2.25 "Tenant Services Authority" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

**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 Freeholder and 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 and 8 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 Any approval, agreement, consent, certificate or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Affordable Housing**

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.
- 4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Homes and Communities Agency rental structure.
- 4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years;



- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

4.1.5 The Registered Social Landlord or the Council shall not dispose of its interest in the the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Tenants Services Agency or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Tenant Services Agency or the Council **PROVIDED THAT** whilst the leasehold interest in the Property subsists in respect of the Affordable Housing Units this clause does not apply to the freehold interest in the Property.

## **4.2 Car Free Housing**

4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Property 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 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 4.2 of this Agreement.

#### **4.3 Financial Contributions**

4.3.1 On or prior to the Implementation Date to pay to the Council the Open Space Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Open Space Contribution.

#### **4.4 Highway Contribution**

4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.4.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.4.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.4.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the

balance being the difference between the Certified Sum and the Highway Contribution.

#### **4.5 The Renewable Energy Plan**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.
- 4.5.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.5.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Renewable Energy and Energy Efficiency Plan as approved by the Council have been implemented in the construction of the Development.
- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

#### **4.6 The Sustainability Plan**

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.6.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.6.3 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works relating to the Development in accordance with and contained in the Sustainability Plan such completion to be approved by the Council as demonstrated by written notice to that effect.

- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2009/5128/P the date upon which the residential units forming the Development are 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 Owner 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 Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it 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 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.

- 5.5 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM944ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2009/5128/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 Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner 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 the title to the Property and will furnish the Council within 28 days of receipt of written demand 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 Leaseholder the First Mortgagee or the Second Mortgagee nor their 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 Owner) 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.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
  - ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units as the case may be

- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom

and PROVIDED FURTHER that the obligations in this sub-paragraph shall not require a mortgagee or receiver to act contrary to its duties under a charge or mortgage of an Affordable Housing Unit and such mortgagee or receiver shall be entitled to protect the interest of the mortgagee in respect of any monies outstanding under such a charge or mortgage

- 6.10 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden in accordance with the provisions of the Homes and Community Agency Capital Funding Guide or any amended or successor documentation.



7. **MORTGAGEE EXEMPTION**

- 7.1 The First Mortgagee and the Second Mortgagee hereby consents to the completion of this Agreement and agree to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agree to be bound by the said obligations only in the event that they become a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**


- 8.1 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 Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
NOTTING HILL HOME  
OWNERSHIP LIMITED  
in the presence of:-  
acting by a Director and its Secretary  
or by two Directors

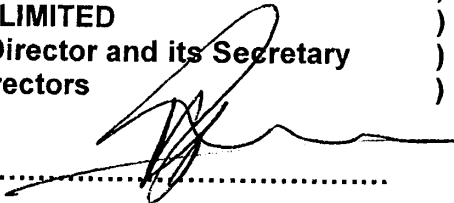
16738  
  
.....**SECRETARY**.....

  
  
.....**AUTHORISED  
SIGNATORY**.....

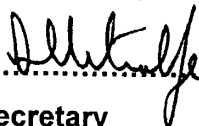
EXECUTED as a Deed  
by PRUDENTIAL TRUSTEE  
COMPANY LIMITED  
in the presence of:-  
  
.....

SEALING OFFICER

EXECUTED AS A DEED BY  
PARLODGE LIMITED  
acting by a Director and its Secretary  
or by two Directors

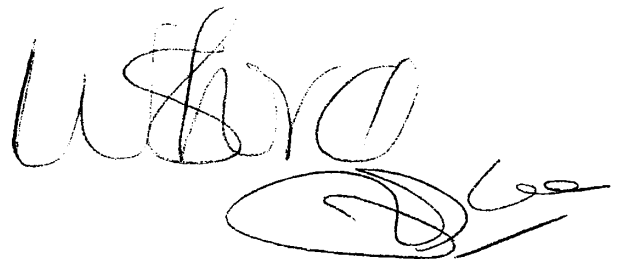


.....  
Director



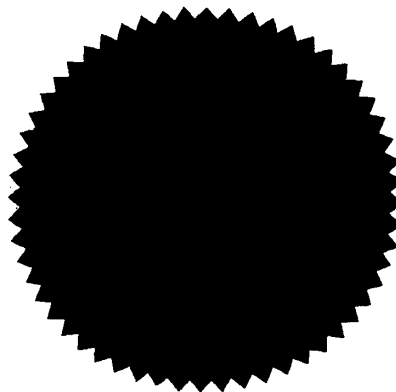
.....  
Director/Secretary

EXECUTED AS A DEED  
BY ANGLO IRISH BANK CORPORATION )  
in the presence of:- by 2 authorised )  
signatories )



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

.....  
Authorised Signatory



DATED

15TH JULY

2010

**(1) NOTTING HILL HOME OWNERSHIP LIMITED**

**and**

**(2) PRUDENTIAL TRUSTEE COMPANY LIMITED**

**and**

**(3) PARLODGE LIMITED**

**and**

**(4) ANGLO IRISH BANK CORPORATION PLC**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
**158 – 164 ROYAL COLLEGE STREET**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended) and**  
**Section 278 of the Highways Act 1980**

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

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Fax: 020 7974 2962