

DATED

15 June

2010

(1) WEST HAMPSTEAD PROPERTIES LIMITED

and

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

and

(3) JAMES PHILIP WRIGHT and RICHARD WILLIAM WRIGHT

and

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

A G R E E M E N T

relating to land known as

FLAT 6, 226 IVERSON ROAD, LONDON NW6 2HL

**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/1685.497

THIS AGREEMENT is made the 15th day of June 2010

B E T W E E N:

1. **WEST HAMPSTEAD PROPERTIES LIMITED** (Co. Regn. No. 06195499) whose registered office is at 180 Salmon Street, Kingsbury, London NW9 8NX (hereinafter called "the Freeholder") of the first part
2. **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (incorporated in the Republic of Ireland) of 36 Queen Street, London EC4R 1HJ (hereinafter called "the Mortgagee") of the second part
3. **JAMES PHILIP WRIGHT and RICHARD WILLIAM WRIGHT** of Flat 6, 226 Iverson Road, London NW6 2HL (hereinafter called the "Lessee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL587020 subject to a charge to the Mortgagee.
- 1.2 The Lessee is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL908960.
- 1.3 The Freeholder and the Lessee (hereinafter together referred to as "the Owner") are interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 26 March 2010 and the Council resolved to grant permission conditionally under reference number 2010/0823/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.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL587020 and dated 12 September 2007 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 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | Conversion of second and third floor maisonette into 2 self-contained flats (1x two bedroom and 1x three bedroom) including installation of four rooflights on front roof slope at residential building (Class C3) as shown on drawing numbers 226 Iverson/06 Rev A (Site Location Plan); Flat 6, 226 Iverson/02; 03; 04; 05; and Report Title: 'Building Regulations Sound Insulation Test for New Residential Flat at 6A Redcroft Court, 226 Iverson Road dated May 2010 by Philip Acoustics Ltd |

- 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 Nominated Unit" the residential unit forming part of the Development known as shown outlined in red on the drawing numbered 02 and marked Plan 2 annexed hereto
- 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 Parties" mean the Council the Owner and the Mortgagee
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 26 March 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/0823/P subject to conclusion of this Agreement
- 2.9 "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

- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as Flat 6a Redcroft, 226 Iverson Road, London NW6 2HL the same as shown shaded grey on the plan annexed hereto
- 2.12 "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
- 2.13 "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 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 of 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 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Nominated Unit 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 OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying the Nominated Unit forming part of the Development each new resident of the Nominated Unit 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 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

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 Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/0823/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 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.

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 2010/0823/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 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 Owner or the 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.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees 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 agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**


- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.


9. **RIGHTS OF THIRD PARTIES**

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

EXECUTED AS A DEED BY)
WEST HAMPSTEAD PROPERTIES LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....
Director


.....
Director/Secretary

THE COMMON SEAL OF)
THE GOVERNOR AND COMPANY OF)
THE BANK OF IRELAND was hereunto affixed)
in the presence of:-)


.....
Authorised Signatory

397/2010


.....
Authorised Signatory

(Continuation of Section 106 Agreement relating to Flat 6, 226 Iverson Road, London NW6 2HL)

EXECUTED AS A DEED BY
JAMES PHILIP WRIGHT
in the presence of:

)
)
)

.....
Witness Signature

~~DAV~~

Witness Name: D.J. IRELAND

Address: 109 STRAFFORD GATE POTTERS BAR
HERTFORDSHIRE EN6 1PR

Occupation:

ESTATE AGENTS

EXECUTED AS A DEED BY
RICHARD WILLIAM WRIGHT
in the presence of:

)
)
)

.....
Witness Signature

~~DAV~~

Witness Name: D.J. IRELAND

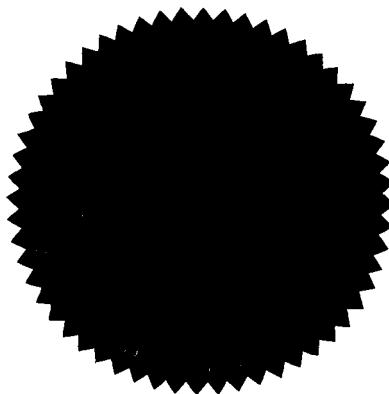
Address: 109 STRAFFORD GATE POTTERS BAR
HERTFORDSHIRE EN6 1PR

Occupation:

ESTATE AGENTS

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

)
)
)
)

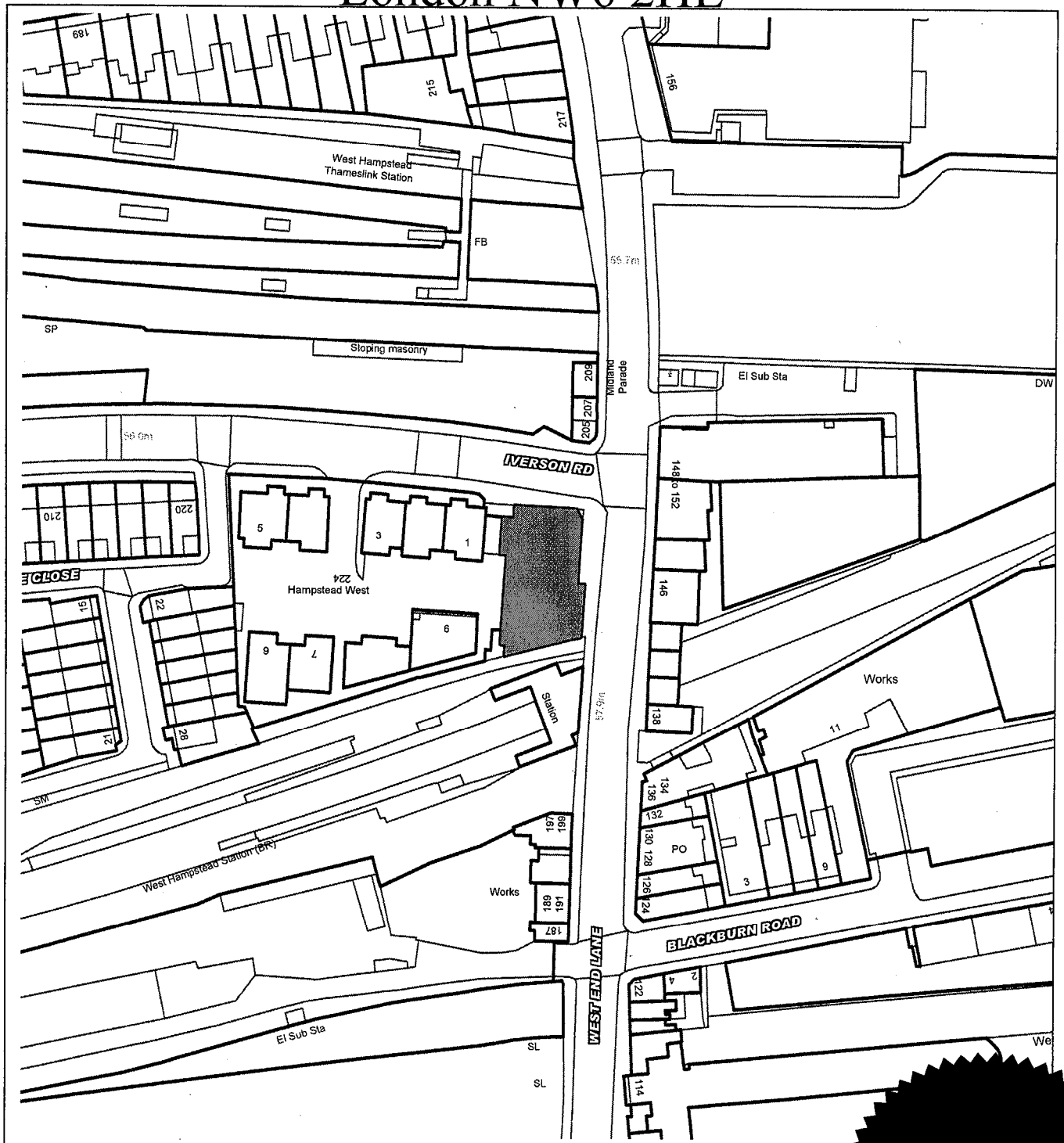


.....
Authorised Signatory

Handwritten signature

Plan 1

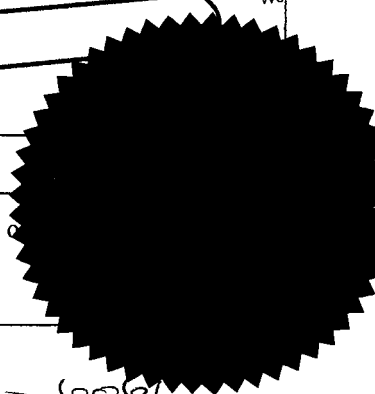
Flat 6a Redcroft, 226 Iverson Road, London NW6 2HL



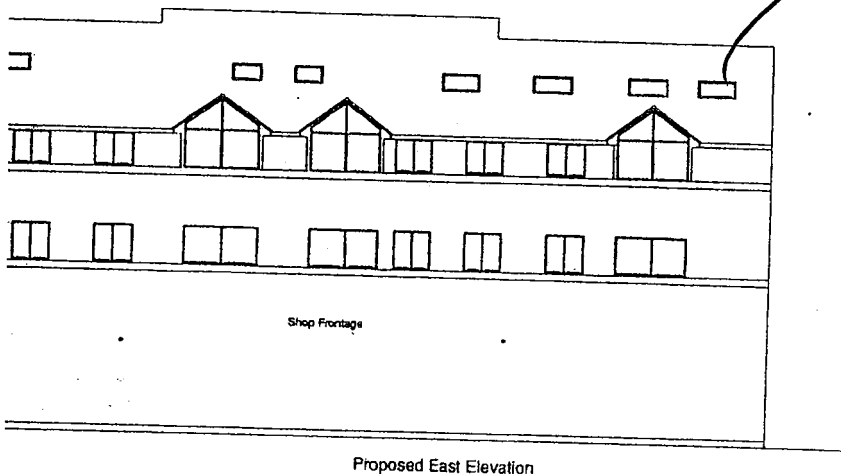
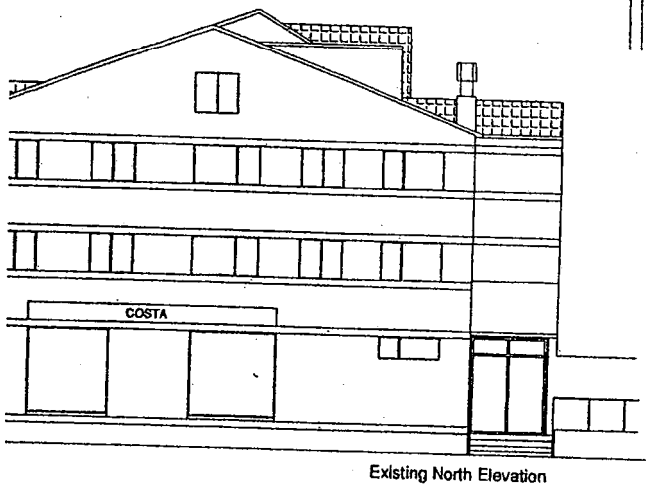
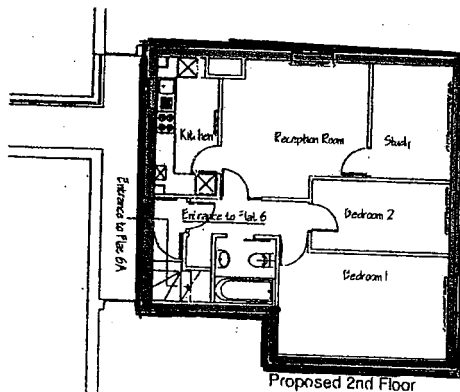
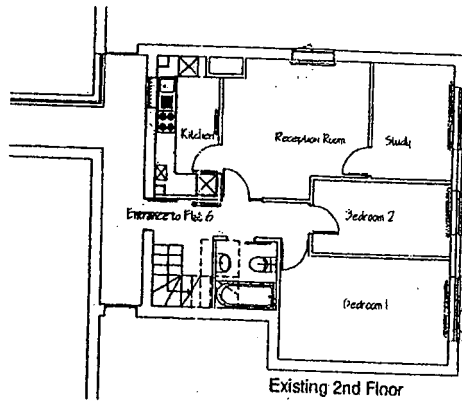
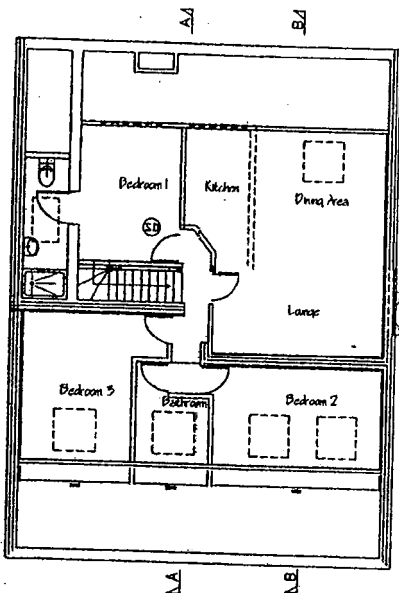
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Handwritten signatures and initials



Plan 2



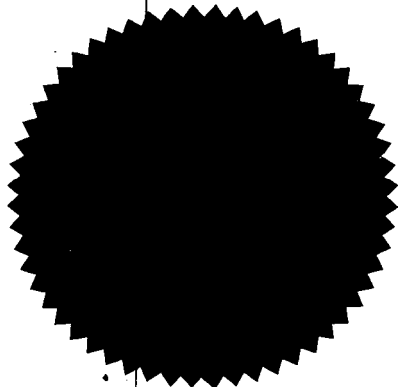
NOTES

1. THIS DRAWING TO BE READ IN CONJUNCTION WITH SPECIFICATIONS, ALL RELEVANT ARCHITECTS AND ENGINEERS DRAWINGS, MANUFACTURER'S PRODUCT INFORMATION OR BILLS OF QUANTITIES IF ISSUED.

2. THE CONTRACTOR IS TO CHECK & VERIFY ALL FIGURED DIMENSIONS PRIOR TO COMMENCEMENT OF WORKS. ANY DISCREPANCIES NOTIFY THE DESIGNER.

Handwritten signatures: H. Hughes, Maria

Handwritten notes: 6061, 1.1.16 6062



Rev	Revision Description	Date	By	Chd	App

Purpose of Issue	Date	By	Chd	App

London Building Design Ltd
 1 Queens Avenue
 Walsingham
 London N20 6H2
 Tel: 020 8445 0695 6803

Client
Flat 6 A, 226 Iverson Road, NW6 2HL

Project
Proposed Flat - 6A

Scheme
Proposed Flat 6A - Third Floor

Title
**Flat 6A, 226 Iverson Road
 London NW6 2HL**

Original Scale 1:100	Original Size A1	Drawn J.G.	Checked J.G.	Approved <i>[Signature]</i>	Status
Drawing No.		Date 04/07/2016			

Flat 6, 226 Iverson / 02

Mr Jim Griffin
1 Queens Avenue
Whetstone
London
N20 0HZ

Application Ref: **2010/0823/P**

17 May 2010

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:
Flat 6a Redcroft
226 Iverson Road
London
NW6 2HL

DECISION
Proposal:

Conversion of second and third floor maisonette into 2 self-contained flats (1x two bedroom and 1x three bedroom) including installation of four rooflights on front roof slope at residential building (Class C3).

Drawing Nos: 226 Iverson/06 Rev A (Site Location Plan); Flat 6, 226 Iverson/02; 03; 04; 05; and Report Title: 'Building Regulations Sound Insulation Test for New Residential Flat at 6A Redcroft Court, 226 Iverson Road dated May 2010 by Philip Acoustics Ltd.

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):

DATED

15 June

2010

(1) WEST HAMPSTEAD PROPERTIES LIMITED

and

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

and

(3) JAMES PHILIP WRIGHT and RICHARD WILLIAM WRIGHT

and

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

A G R E E M E N T

relating to land known as

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**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

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