

DATED

21st March 2009

(1) ROBERT ADAM CARR AND STEPHEN HOWARD CARR

and

(2) NATIONAL WESTMINSTER HOME LOANS LIMITED

and

(3) CALE LIMITED

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

**First, Second & Third Floors of 42B Hemstal Road London NW6 2AJ
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 1918
Fax: 020 7974 2962**

**G: Case Files/Culture & EnvPlanning/S106 Agreements/ (CF)
CLS/COM/SB/1431.001402**

THIS AGREEMENT is made the

31st day of March. 2009

BETWEEN:

1. **ROBERT ADAM CARR AND STEPHEN HOWARD CARR** both of 42B Hemstal Road London NW6 2AJ (hereinafter called "the Owners") of the first part
2. **NATIONAL WESTMINSTER HOME LOANS LIMITED** (Co. Regn. No. 1449354) of Mortgage Centre P.O. Box 12201 Brindley Place Birmingham B2 2AG (hereinafter called "the Mortgagee") of the second part
3. **CALE LIMITED** (Co. Regn. No. 3758064) of Second Floor 930 High Road London N12 9RT (hereinafter called the "Freeholder" 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 Owners are registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL894386 subject to a charge to the Mortgagee.
- 1.2 The Owners are the leaseholders Owners of and are 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 and validated on 26 June 2008 and the Council resolved to grant permission conditionally under reference number 2008/2627/P subject to the conclusion of this legal Agreement.
- 1.4 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 Owners are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 NATIONAL WESTMINSTER HOME LOANS LIMITED as Mortgagee under a legal charge registered under Title Number NGL894386 and dated 1 February 2008 is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Freeholder is registered at HM Land Registry as the freehold proprietor with Title absolute of the Building known as 42 Hemstal Road London NW6 2AJ under Title Number 67599 of which the Property forms part
- 1.8 The Freeholder hereby consents to the Owners entering into this Agreement and agrees that their freehold interest in Building shall be subject to the terms obligations and covenants in this Agreement

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 Building" the land and buildings known as 42 Hemstal Road London NW6 2AJ
- 2.4 "the Development" Conversion of existing four bedroom flat at first, second and third floor level of the Property into

two self contained units (1x one-bedroom flat at first floor level and 1x two-bedroom flat at second and third floor level) together with installation of dormer window to the rear roofslope and rooflight in front roofslope. as shown on drawing numbers Site Location Plan; 001; 010; 100; and 110.

2.5 "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

2.6 "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 Nominated Unit"

the first floor one bedroom unit of the Development

2.8 "the Parties"

mean the Council the Owners the Mortgagee and the Freeholder

2.9 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 26 June 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/2627/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 first, second and third floor flat 42B Hemstal Road London NW6 2AJ the same as shown shaded grey 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 Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the 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 Nominated Unit which forms part of 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 OWNER

- 4.1 The Owners hereby covenant 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 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 The Owners for themselves and their successors in title to the Property hereby acknowledges 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 Nominated Unit 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 Owners 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 planning reference 2008/2627/P the date upon which the Development will be ready for Occupation.

5.3 The Owners 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 Owners' 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 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/2627/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 Owners agree 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 Owners hereby covenant with the Council that they 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 Owners nor the Mortgagee nor Freeholders 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 they 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.

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 Owners and the Freeholder 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 the Mortgagee and Freeholder have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
ROBERT ADAM CARR
in the presence of:

)
)
)

.....
Witness Signature

Witness Name:

Arthur Howard Carr
Arthur Howard Carr

Address: Exchange House, Primrose Street, London EC2A 2HS

Occupation:

EXECUTED AS A DEED BY
STEPHEN HOWARD CARR
in the presence of:

)
)
)

.....
Witness Signature

Witness Name:

Simon Harris
SIMON HARRIS

Address: 42A Hemstal Rd, London, NW6 2AJ

Occupation: PHARMACIST

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

)
)
)
)

.....
Director

.....
Director/Secretary

Simon Harris

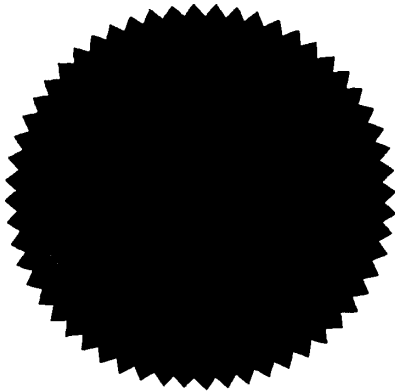
**CLERICAL LEVEL B
SECURITY ADMINISTRATION
TEAM**

EXECUTED AS A DEED BY)
NATIONAL WESTMINSTER HOME LOANS LIMITED)
by
in the presence of:-

| | |
|--|--|
| SIGNED AS A DEED BY: | IN THE PRESENCE OF: |
| <i>Kevin Thomas</i> AS THE ATTORNEY FOR AND ON BEHALF OF NATIONAL WESTMINSTER HOME LOANS LIMITED | DATE <i>ready</i> COMPANY OFFICIAL NATIONAL WESTMINSTER HOME LOANS LIMITED 7 BRINDLEY PLACE BIRMINGHAM B2 2AG |

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

[Signature]
.....
Authorised Signatory



Power of Attorney

BY THIS DEED NATIONAL WESTMINSTER HOME LOANS LIMITED, a company incorporated in England and Wales with company number 01449354 and having its registered office at 135 Bishopsgate, London, EC2M 3UR (the "Company"), does hereby constitute and appoint:

- (i) those who are from time to time the Centre Manager; all Customer Service Managers Appointed Level A and Appointed Level B; all those at clerical Level B in the Security Administration and Deeds Correspondence Teams in Mortgage Operations Birmingham and
- (ii) the following individuals: Julie Brown of National Westminster Home Loans Limited and Sue Foden, Karen Sargeant, Annie Watkins, Les Beale, Keith Orton, Jerry Orchard, Simon Bailey, Julie Green, Rebecca Latham, Jackie Maxted, Jonathan Pyke, Sally Alison Whitehouse and Mary Kathleen Rosser of The Royal Bank of Scotland Group plc

as attorneys (the "Attorneys") of the Company to act severally for and on behalf of the Company and in its name:

- (1) to execute any deed or sign any document required to discharge, release, surrender, disclaim, convey, reconvey, transfer, assign, reassign, vary, amend, consent, declare, grant, affirm, assure, postpone, defer or otherwise regulate the priority of any mortgage, charge or other type of security relating to any real or personal property (whether a legal estate, equitable interest or otherwise) or other incorporeal hereditament comprised in any mortgage, charge or other type of security held by the Company and to execute assignments transfers or conveyances in exercise of the power of sale contained in any such mortgage, charge or other security;
 - (2) to execute any alterations, amendments or variations to any terms and conditions as exist from time to time; and
 - (3) to execute all deeds and sign all documents in connection with the variation of or in any other way pertaining to any security in the Company's favour, whether heritable, legal, real, moveable or personal in any jurisdiction
- and generally for all or any of the purposes aforesaid to act as the Company's Attorney.

The Company ratifies and confirms and agrees to ratify confirm and be bound by all deeds and documents executed or signed by the Attorneys by virtue hereof and the Company indemnifies and agrees to keep indemnified the Attorneys against any damages, liabilities, losses, costs or expenses which may arise in connection herewith.

This Power of Attorney shall remain in force for a period of one year from 16th March 2009, or until earlier revoked, when it shall cease to have effect.

This Power of Attorney shall be governed by and construed in accordance with the laws of England.

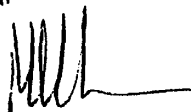
IN WITNESS WHEREOF this Power of Attorney has been executed by the Company as its Deed this 16th day of March 2009.

The Common Seal of
National Westminster Home Loans Limited
was hereunto affixed in accordance
with the regulations of the Company
in the presence of


.....
Company Secretary

I hereby certify that this is a true and complete
copy of the original

M.K. ROSSER
SOLICITOR



Design Solution
18 Liddell Road
London
NW6 2EW

Application Ref: **2008/2627/P**

12 March 2009

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:
42B Hemstal Road
London
NW6 2AJ

Proposal:

DECISION
Conversion of existing four bedroom flat at first, second and third floor level into two self contained units (1x one bedroom flat at first floor level and 1x two bedroom flat at second and third floor level) together with installation of dormer window to the rear roofslope and rooflight in front roofslope.

Drawing Nos: Site Location Plan; 001; 010; 100; and 110.

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 S1/S2 and B1 and B3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

DRAFT

Informative(s):

- 1 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 S1/S2, SD6, B1, B3, H1, H8, T3, T8 and T9. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Building 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 2303).
- 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 2310) 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@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

42B Hemstal Road London NW6 2AJ



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DATED

31st March. 2009

(1) ROBERT ADAM CARR AND STEPHEN HOWARD CARR

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(2) NATIONAL WESTMINSTER HOME LOANS LIMITED

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(3) CALE LIMITED

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

A G R E E M E N T

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