

DATED 14th January 2009

(1) WELBY LIMITED

and

(2) PARAGON MORTGAGES LIMITED

and

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

A G R E E M E N T
relating to land known as
64 Fellows Road, London NW3 3LR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

**Andrew Maughan
Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel: 020 7974 2463
Fax: 020 7974 2962**

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THIS AGREEMENT is made the 14th day of January 2009^{lsc.}

B E T W E E N:

1. **WELBY LIMITED** (Co.Regn.No. 01466536) of 37 Belsize Avenue, London NW3 4BN (hereinafter called "the Owner") of the first part
2. **PARAGON MORTGAGES LIMITED** (Co Regn.No.2337854) of St. Catherine's Court, Herbert Road, Solihull, W Midlands B91 3QE (hereinafter called "the Mortgagee") of the second part
3. **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

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL729297 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is 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 validated by the Council on 25 October 2007 and the Council resolved to grant permission conditionally under reference number 2007/5503/P subject to conclusion of this legal Agreement.
- 1.4 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.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 Paragon Mortgages Limited as Mortgagee under a legal charge registered under Title Number NGL729297 and dated 7 August 2006 (hereinafter called "the 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:-

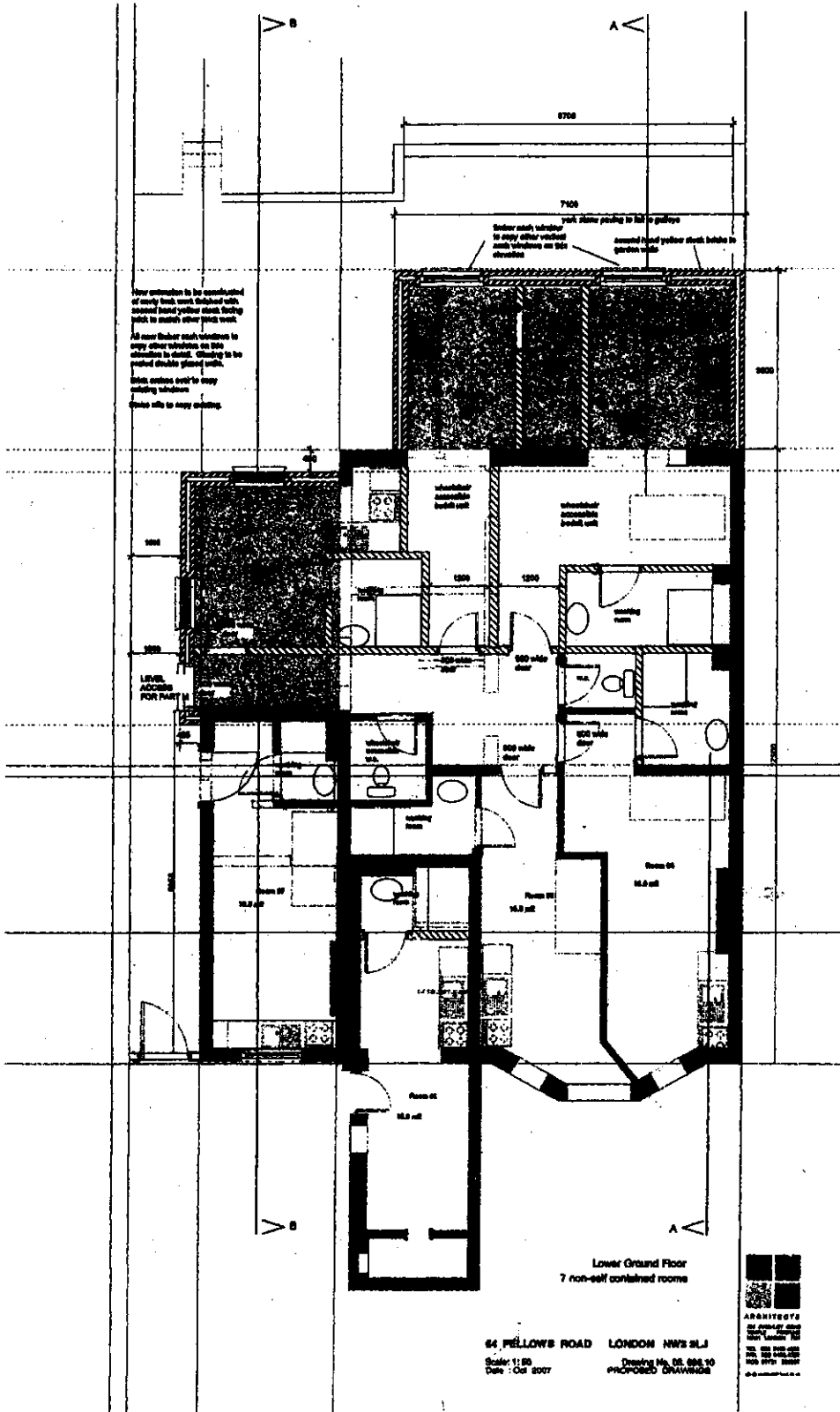
- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Application" a planning application in respect of the development of the Property validated by the Council on 25 October 2007 for which a resolution to grant permission has been passed conditionally under reference number 2007/5503/P subject to conclusion of this Agreement
- 2.4 "the Development" Extensions and internal alterations to existing HMO (containing 20x letting rooms) and 1x self contained lower ground floor flat, including erection of single storey rear extension and two storey side extension, to provide 24x HMO letting units as shown on drawing numbers: Site Location Plan; 06.696.01; 02; 03; 04; 05; 21; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21.

- 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 "the Nominated Units" the four new units of the Development to be known as Rooms 4,5,6 and 7 as per drawing numbered 06.696.10 attached for identification purposes only
- 2.7 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee
- 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 64 Fellows Road London NW3 3LJ the same as shown shaded grey on the site location 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:-

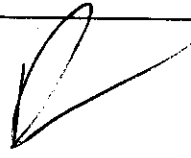
- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner 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 or interpretation.



64 Fellows Road, London NW3 3LR



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GJP Architects Ltd
764 Finchley Road
LONDON
NW11 7TH

Application Ref: 2007/5503/P

02 April 2008

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**64 Fellows Road
London
NW3 3LJ**

Proposal:

Extensions and internal alterations to existing building (including 2x living rooms) and 1x self contained lower ground floor unit, including a rear extension and two storey side extension, to provide 24x HMO letting units.

Drawing Nos: Site Location Plan; 06.696.01; 02; 03; 04; 05; 21; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19; 20; 21.

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, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Before the occupation of the premises, details of the location, design and method of waste storage and removal (including cycle materials) for the additional rooms shall be submitted to and approved by the Council. The approved facility shall therefore be provided in its entirety prior to the first occupation of any of the new rooms and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Before the development commences, details of the proposed cycle storage area for 4 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and be permanently maintained and retained thereafter.

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

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, SD1, SD6, B1, B3, B7, T3, T4, 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 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 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.
- 4 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 made available to the attention of the Sites Team, Urban Design and Planning for their information.
- 5 Your attention is drawn to the need for compliance with the requirements of the Environmental Health and Consumer Protection Service Residential Team (tel: 020 7974 6903) in respect of the internal layout and facilities to ensure the property meets the standards for Houses in Multiple Occupation.

DRAFT

Yours faithfully

Culture and Environment Director

DECISION

- 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 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**

The Owner hereby covenants with the Council as follows:

4.1 **House in Multiple Occupation**

- 4.1.1 To ensure that the Development is laid out and constructed to Housing Act 2004 standards and be formally registered with the Council's Environmental Health Team prior to Occupation and maintained therefore rafter in the agreed form
- 4.1.2 Not to occupy or permit Occupation of the Development until such time as the Development has been laid out and constructed to Housing Act 2004 standards and notice of formal registration has been confirmed in writing by the Council's Environmental Health Team

4.2. **Car Free Housing**

- 4.2.1 To ensure that prior to occupying any of the nominated units forming part of the Development each new resident of the Development is informed by the Owner of the

Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.2.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

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

- 5.1 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 2007/5503/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2007/5503/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 together with the Council's monitoring costs 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 HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this 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 the Owner or the Mortgagee 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. The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM 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. 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
WELBY LIMITED)
In the presence of:-)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

x I. Elghamiaz

.....
Director/Secretary

f ~~_____~~ B x

EXECUTED as a Deed)
By PARAGON MORTGAGES LIMITED)
by)
in the presence of:-)

.....
Director

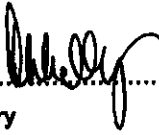

RICHARD SHELTON

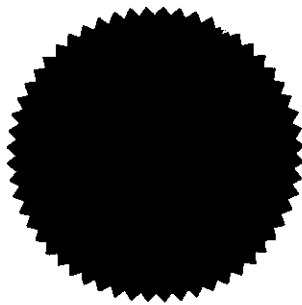
.....
Director/Secretary

J. G. GEMMELL

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

.....
Authorised Signatory





DATED

14th January

2009 ^{L.S.C.}

(1) WELBY LIMITED

and

(2) PARAGON MORTGAGES LIMITED

and

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

A G R E E M E N T

relating to land known as
64 Fellows Road, London NW3 3LR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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