

DATED 7TH JANUARY

2008

(1) TEN FITZROY MEWS LIMITED

and

(2) HSBC BANK PLC

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
8 FITZROY MEWS, LONDON W1T 6DH and
9 FITZROY MEWS, LONDON W1T 6DJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Melanie Field
Head of Legal Services (Acting)
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
Fax: 020 7974 2962

THIS AGREEMENT is made the 7th day of January 2008

BETWEEN:

1. **TEN FITZROY MEWS LIMITED** (incorporated in British Virgin Islands) care of Speechly Bircham LLP, 6 St Andrew Street, London EC4A 3LX and of FGC Corporate Services, PO Box 144, Road Town, Tortola, British Virgin Islands and of Ockham House, Silverhill, Hurst Green, Etchingham, East Sussex TN19 7QE (hereinafter called "the Owner") of the first part
2. **HSBC BANK PLC** of Sheffield Securities Processing Centre, PO Box 3924, Sheffield S1 9BD (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 third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers LN28660 and LN29555 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 submitted to the Council and validated on 20 April 2007 and the Council resolved to grant permission conditionally under reference number 2007/2000/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.

defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.6 "Live Areas" The areas marked as being the live element of the live/work units to be used in accordance with Class C3 of the Use Classes Order and as shown edged red and marked "Live Area" on the Live/Work Plans
- 2.7 "Live/Work Plans" The plans titled "Live/Work Plan 27/7/07" and annexed hereto
- 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 Council 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 Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.10 "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 8 Fitzroy Mews, London W1T 6DH and 9 Fitzroy Mews, London W1T 6DJ the same as shown shaded in grey on the plan annexed hereto

- 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 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 Car Free Housing

- 4.1.1 To ensure that prior to Occupying any residential unit 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.

- 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 2007/2000/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.

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 and the Owner have caused their respective common seals to be hereunto affixed and the Mortgagee has executed this instrument as a Deed the day and year first before written

**THE COMMON SEAL OF
TEN FITZROY MEWS LIMITED**
was hereunto affixed
in the presence of:-

Director

Director/Secretary

SIGNED as a DEED on
behalf of TEN FITZROY
MEWS LIMITED a company
incorporated in the British
Virgin Islands by CHARLES
DUDLEY PALMER being
a person who in accordance
with the laws of that territory
is (as duly authorised
attorney) acting under the
authority of the company

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

SIGNED AND DELIVERED

by

Philip Rockley Bedford

Attorney of
HSBC Bank plc

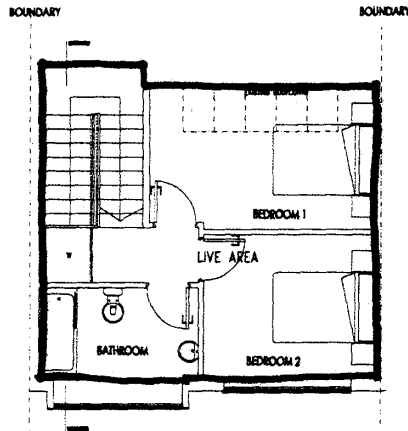
in the presence of: **Roland Anthony Wells**

Witness:

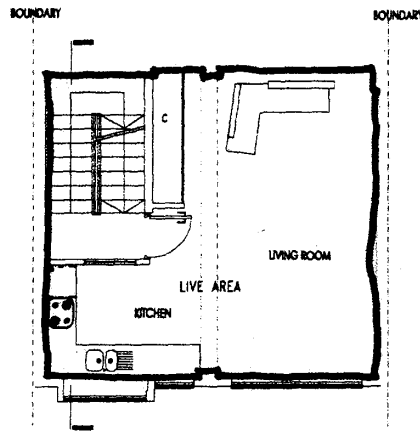
HSBC Bank Plc
Sheffield Securities Processing Centre
Bank Official

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

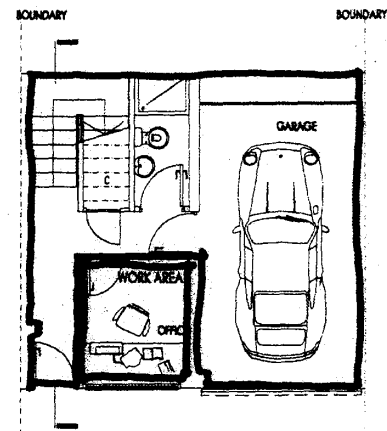
Authorised Signatory



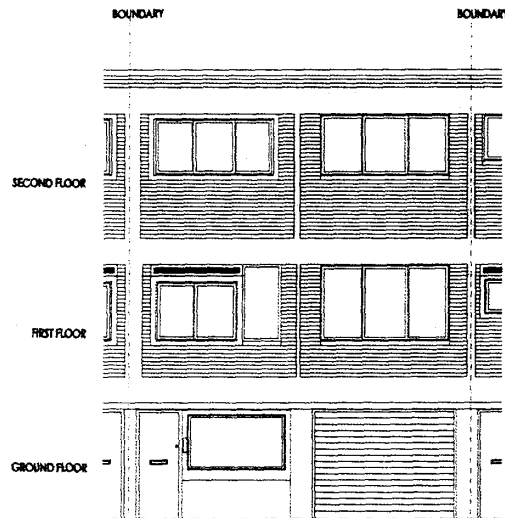
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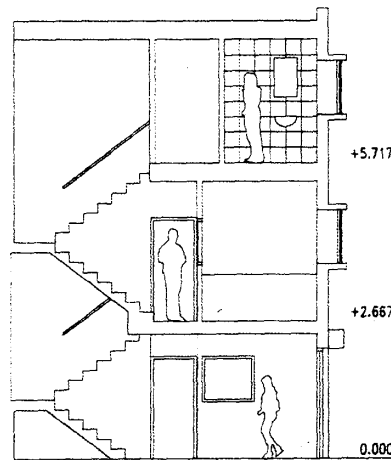
FIRST FLOOR



GROUND FLOOR



N.8 FITZROY MEWS
PROPOSED FRONT ELEVATION



PROPOSED SECTION

Per Pro
HSBC Bank plc
ShellTel Security
Financing Ltd
79 Hylle Street
Sheffield S3 7BW



LIVE/WORK PLAN 27/7/07

No.8 FITZROY MEWS
LONDON W1

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REV. DATE BY

DRAWING TITLE

PROPOSED PLANS FOR N.8

PROJECT NUMBER

0510

DRAWING NUMBER

LA 43

REV. A

SCALE 1:50

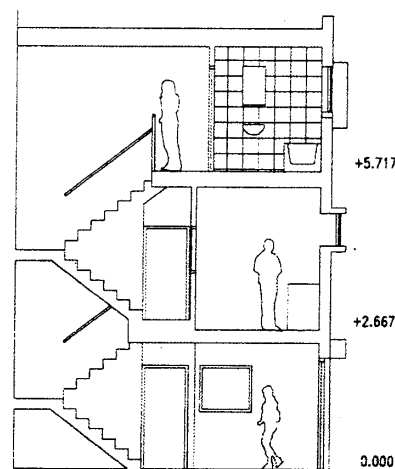
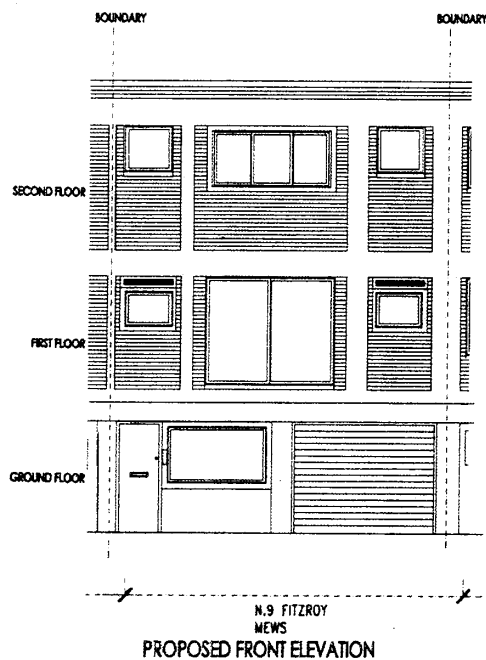
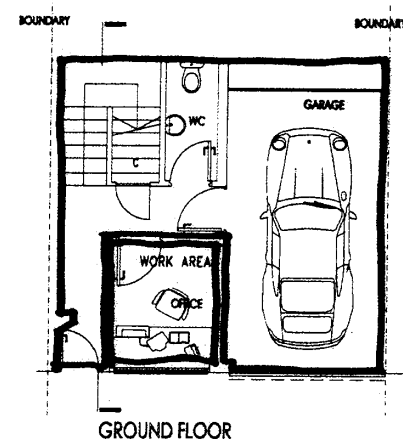
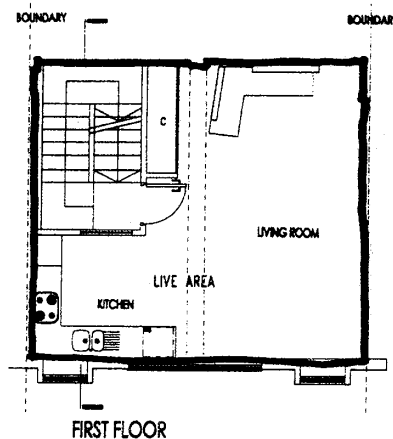
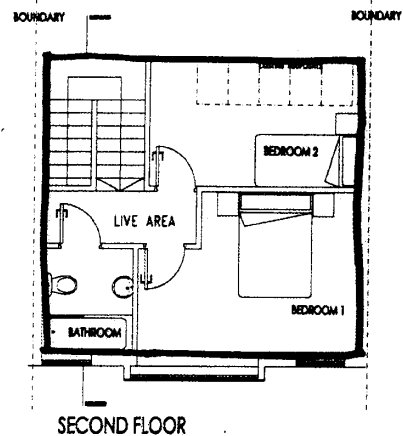
DATE 08/07/07

DATE 08/07/07

FINCH FORMAN
CHARTERED ARCHITECTS

13 CANONWAY YARD
78-80 NEW NORTH ROAD
LONDON W1 7TA

TEL 020 786 2000 FAX 020 786 2001



Per Pro
HSBC Bank plc
 Sheffield Securities
 Processing Centre
 79 Mayfield Street
 Sheffield S3 7DY



LIVE/WORK PLAN 27/7/07

No. 9 FITZROY MEWS
 LONDON W1

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Options for client approval.
 Submitted for planning.

REV. A
 DATE 27/7/07

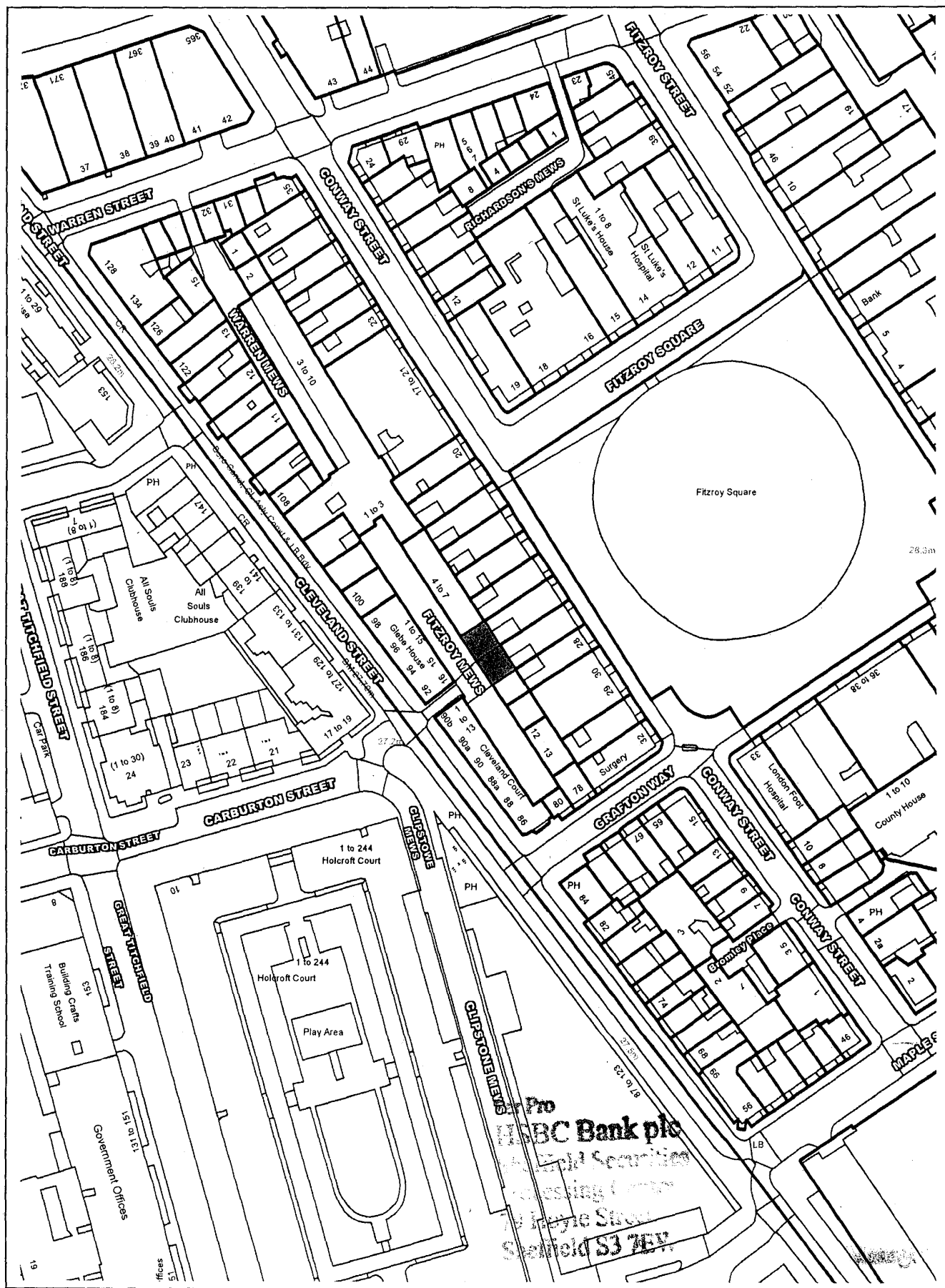
PROPOSED PLANS FOR No. 9

PROJECT NUMBER	LA 44	REV. A
SCALE	1:50	
DRAWN	CHECKED	DATE

FINCH FORMAN
 CHARTERED ARCHITECTS

18 CANONICAL TARD
 100 A NEW BURNING ROAD
 LONDON W1 7LJ

TEL 0207 262 2222 FAX 0207 262 2222



Application No: 2007/2000/P

8-9 Fitzroy Mews

☐ London

☐ W1T 6DH

Scale:

1:1250

Date:

15-Oct-07

N



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Finch Forman Architects
12 Canonbury Yard
190a New North Road
LONDON
N1 7BJ

Application Ref: **2007/2000/P**

15 October 2007

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:
8-9 Fitzroy Mews
London
W1T 6DH

Proposal:
Change of use including works of conversion from two offices (Class B1) with ancillary garages to two live/work units (suit offices) incorporating the installation of new garage doors.

DECISION
Drawing Nos: Site Location Plan; LA41; 42; 43 A; 44 A

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 Notwithstanding the details shown on the approved drawings and prior to the commencement of any development hereby permitted, precise details, including elevation and section drawings, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the doors shall be designed, installed and retained in accordance with the approved details.

Reason: To ensure that the design of the garage doors preserves or enhances the character and appearance of the Conservation Area in pursuance of Policies B1, B3 and B7 of the London Borough of Camden Unitary Development Plan 2006.

Informative(s):

DRAFT

- 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 SD1, 2, 6, H1, 7, B1, 3, 7, T8, 9, E2 and 4. 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 2663).
- 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 marked for the attention of the Sites Team, Urban Design and Regeneration.

DECISION

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION