

DATED

14th March

2007

(1) DUNROBIN COURT LIMITED

and

(2) MARC CHARLIER and MAGALY MORALES CHARLIER

and

(3) ABBEY NATIONAL PLC

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 7 Dunrobin Court, 389 Finchley Road, London NW3 6HE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Melanie Field
Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
Fax: 020 7974 2962

S:\plan\ber\s106 Agreements\Camden\389 Finchley Road)

THIS AGREEMENT is made the *14th* day of *MARCH* 2007

B E T W E E N:

1. **DUNROBIN COURT LIMITED** (Co. Regn. No. 35534545) of 9B Dunrobin Court, 389 Finchley Road, London NW3 6HE (hereinafter for the purposes of this Agreement called "the Freeholder") of the first part
2. **MARC CHARLIER and MAGALY MORALES CHARLIER** of Flat 7 Dunrobin Court, 389 Finchley Road, London NW3 6HE (jointly and severally the Leaseholder, hereinafter for the purposes of this Agreement called "the Owner") of the second part
3. **ABBEY NATIONAL PLC** (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA (hereinafter called "the Mortgagee") 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

WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the Freehold proprietor with Title Absolute of the Property under Title Number 417448.
- 1.2 The Freeholder is the Freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner is registered at the Land Registry as the Leasehold proprietor with Title absolute of the Leasehold Property under Title Number NGL17473 subject to a charge to the Mortgagee.
- 1.4 The Owner 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 28 September 2006 and the Council resolved to grant permission conditionally under reference number 2006/3701/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge contained under Title Number NGL17473 and dated 1 December 2005 (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 Development" | Change of use of two ground floor storage rooms ancillary to the residential block of flats to form one new self-contained flat as shown on drawing numbers 9 x A4 sheets of floorplans; 5 x A4 sheets of photographs |

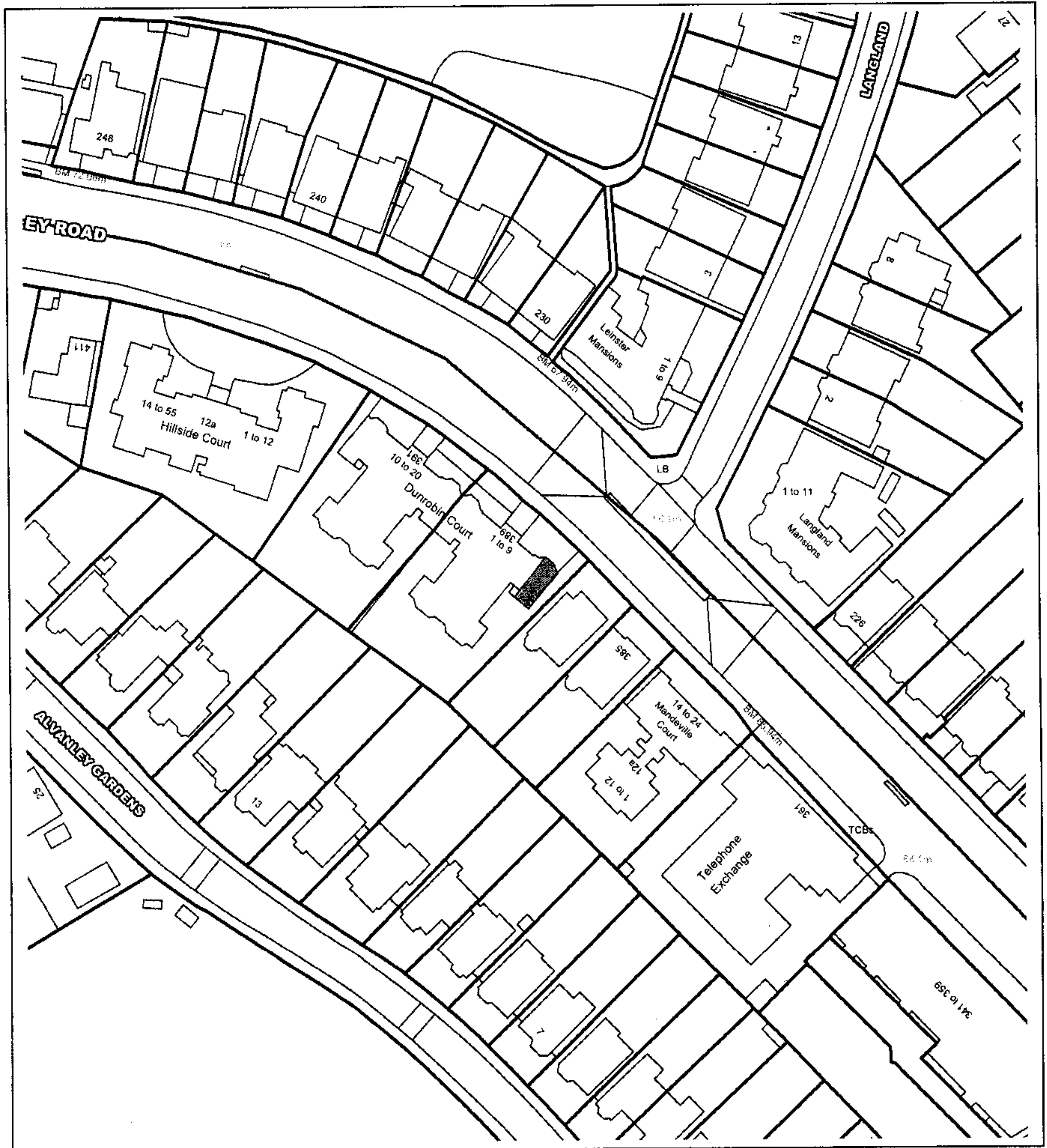
- 2.4 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.5 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council, the Owner, the Mortgagee and the Freeholder
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 28 September 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3701/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.10 "the Property" the land known as Flat 7 Dunrobin Court, 389 Finchley Road, London NW3 6HE the same as shown on the plan annexed hereto and described on title number NGL17473
- 2.11 "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
- 2.12 "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 references 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.

Flat 7 Dunrobin Court
389 Finchley Rd NW3 6HE



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

- 3.3 Any references 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 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 subject to clause 4.1, the residential unit forming 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 AND THE FREEHOLDER

The Owner and the Freeholder hereby covenants with the Council as follows: -

CAR FREE HOUSING

- 4.1 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.

- 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 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 2006/3701/P the date upon which the residential unit 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.

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 2006/3701/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 respective freehold and leasehold 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 the Freeholder 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 Freeholder and 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

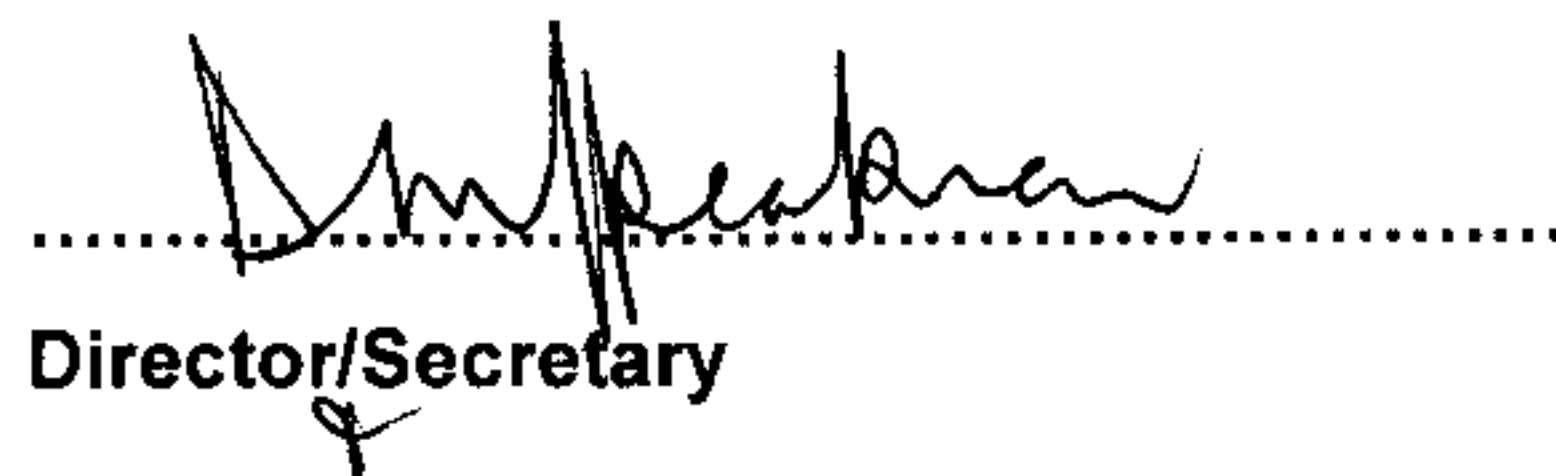
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder, Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

Continuation of s 106 Agreement for Flat 7 Dunrobin Court, 389 Finchley Road,
London NW3 6HE

EXECUTED AS A DEED BY
DUNROBIN COURT LIMITED
was hereunto affixed
in the presence of:-/
acting by a Director and its Secretary
or by two Directors




Director



Director/Secretary

EXECUTED AS A DEED BY
MARC CHARLIER
in the presence of:



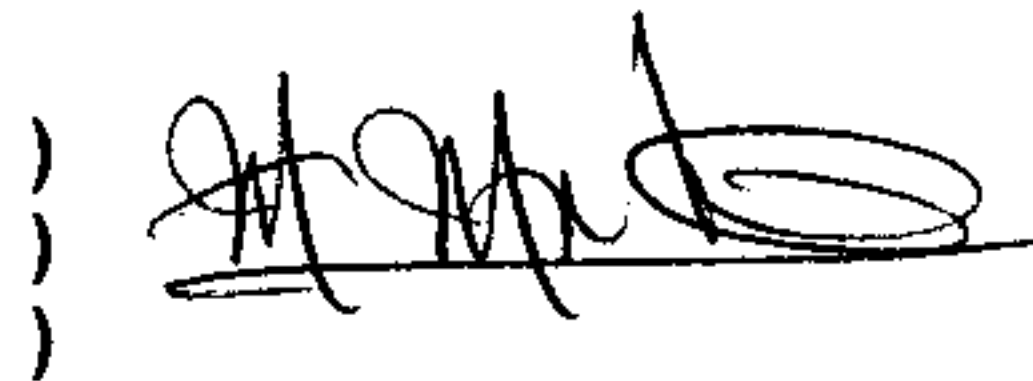

.....
Witness Signature

Witness Name GRAHAM GLEN

Address 15 WINCANTON ROAD
LONDON SW18 5TZ

Occupation CONFIGURATION MANAGER

EXECUTED AS A DEED BY
MAGALY MORALES CHARLIER
in the presence of:




.....
Witness Signature

Witness Name CONOR LONG

Address 23 CECIL ROAD, WIMBLEDON, LONDON, SW19 1JR

Occupation IT DEVELOPER

Continuation of s 106 Agreement for Flat 7 Dunrobin Court, 389 Finchley Road,
London NW3 6HE

EXECUTED as a Deed
By ABBEY NATIONAL PLC
by
in the presence of:-

)
)
)
)

AS C. [Signature]
CHIEF AND CALLAGHAN
DEEDS SERVICES CLERK
Secretary of the Board of Directors
ABBNEY NATIONAL PLC

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

)
)
)
)

.....
Authorized Signatory

[Signature]

