

DATED

27th July

2006

(1) SHARESENSE LTD

and

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

A G R E E M E N T

relating to land known as

land to the rear of 92, 94, 98 & 100 Fortune Green Rd
NW6 1DS

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

Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5244

Fax: 020 7974 2962

S:plan/DAL/1431./2005/2841/P (CF)

THIS AGREEMENT is made the 27th day of July 2006

BETWEEN:

1. **SHARESENSE LTD** (Co. Regn. No. 1292027) whose registered office is at Regent House 1 Pratt Mews London NW1 0AD (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL230072, NGL715517, NGL711955 and NGL794784.
- 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 15 August 2005 and the Council resolved to grant permission conditionally under reference number 2005/2841/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.

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 submitted to the Council and validated on 15 August 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/2841/P subject to conclusion of this Agreement |
| 2.4 | "the Development" | the demolition of 6 existing garage storage units on the Property and the erection of 4 x 2-storey residential dwelling houses (1 x studio dwelling house, 2 x 1-bedroom dwelling houses and 1 x 2-bedroom dwelling houses) including 1 x off-street parking space as shown on drawing numbers Site Location Plan; 05001; 101; 102; 102.1; 102.2; 102.3; 102.4; 102.5; 102.6; 102.7; 102.8; 102.9; 103B; 104A; 105D; 106C; 107C; 108; 109B; 110C; 111A; 113A; 114A; 115B; 116C; 117C; letter from Owner received 6.10.05 |
| 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 |

land to rear of 92, 94, 98 and 100 Fortune Green Rd NW6 1DS



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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 Parties"

means the Mayor and Burgesses of the London Borough of Camden and the Owner

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 S106 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 land to the rear of 92, 94, 98 and 100 Fortune Green Rd NW6 1DS the same as shown shaded grey on the plan annexed hereto

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 reference to a specific statute or statutes includes 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, and 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

Car Free/Car Capped Housing

- 4.1 The Owner hereby covenants with the Council 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 2005/2841/P the date upon which the residential units 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 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 2005/2841/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 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

Michael Beacom
2 Carlton Chapel House
1 Arctic Street
London
NW5 4DJ

Application Ref: 2005/2841/P

20 June 2006

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:

Land to rear of 92

94

98 and 100 Fortune Green Road

London

NW6 1DS

DECISION

Proposal:

Demolition of 6 existing garage/storage units on the site and the erection of 4 x 2-storey residential dwellinghouses (1 x studio dwellinghouse, 2 x 1-bed dwellinghouses and 1 x 2-bed dwellinghouse) including 1 x off-street parking space.

Drawing Nos: Site Location Plan; 05001: 101, 102, 102.1, 102.2, 102.3, 102.4, 102.5, 102.6, 102.7, 102.8, 102.9, 103B, 104A, 105D, 106C, 107C, 108, 109B, 110C, 111A, 113A, 114A, 115B, 116C, 117C, letter from Sharesense Limited received 6.10.05.

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 five 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 The facing materials to be used on the buildings hereby approved (including directional vision screens) shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.

Reason: To ensure that the Council may be satisfied with the external appearance of the building in accordance with the requirements of policies EN1, EN13 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6, B1 & B7 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 3 All obscure glazing, directional vision screens and glass blocks to windows of the development shall be installed, in accordance with the annotations on the drawings hereby approved, prior to the first occupation of any part of the development, and thereafter permanently retained and maintained as such.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies EN1 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 4 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development Order) 1995 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A, B, C, D, F and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies EN1, EN13 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6, B1 and B3 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 5 Details showing the provision of facilities for the storage of waste (including recycled materials) and a cycle parking space for each of the proposed dwellinghouses shall be submitted and approved prior to the commencement of any works on site. The approved facilities shall be provided in their entirety in accordance with the approved details prior to the first occupation of any part of the development, and thereafter permanently retained and maintained as such. .

Reason: To ensure that the development complies with Policy TR22 and PU8 of the London Borough of Camden Unitary Development Plan 2000 and policy SD12 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

Informative(s):

- 1 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.
- 2 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Service, Environment Department (Room 801, 8th Floor) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020 7974 5629).
- 3 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 4 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 6941).
- 5 In good time, prior to the start of construction (or if appropriate demolition) on site, the contractor should discuss and agree with the Council's Streets Management Traffic Management Section (tel. 020 7974 5629) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 6 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) 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.
- 7 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with

particular regard to policies RE2, EN1, EN13, EN14, EN18, EN19, TR4, TR13, TR16, TR17, TR22, EC3, EC5, HG8, HG9, HG10, HG12, HG13, HG15, HG16, PU5, DS2, DS5, DS8 and policies S1, S2, SD4, SD6, SD12, B1, E2, E3, H1, H7, H8, T8, T9, T11 of the Revised Deposit Draft [as approved by the Council's Executive on 11th January 2006]. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 8 You are advised that the Council expects all new development to be as sustainable and energy efficient as possible, and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce whatever measures are possible and practicable into the construction of the new buildings and the subsequent operation of the residential use.

Yours faithfully

DRAFT

Culture and Environment Directorate

DECISION

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 nor its successors in title nor any person deriving title from the Owner 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.

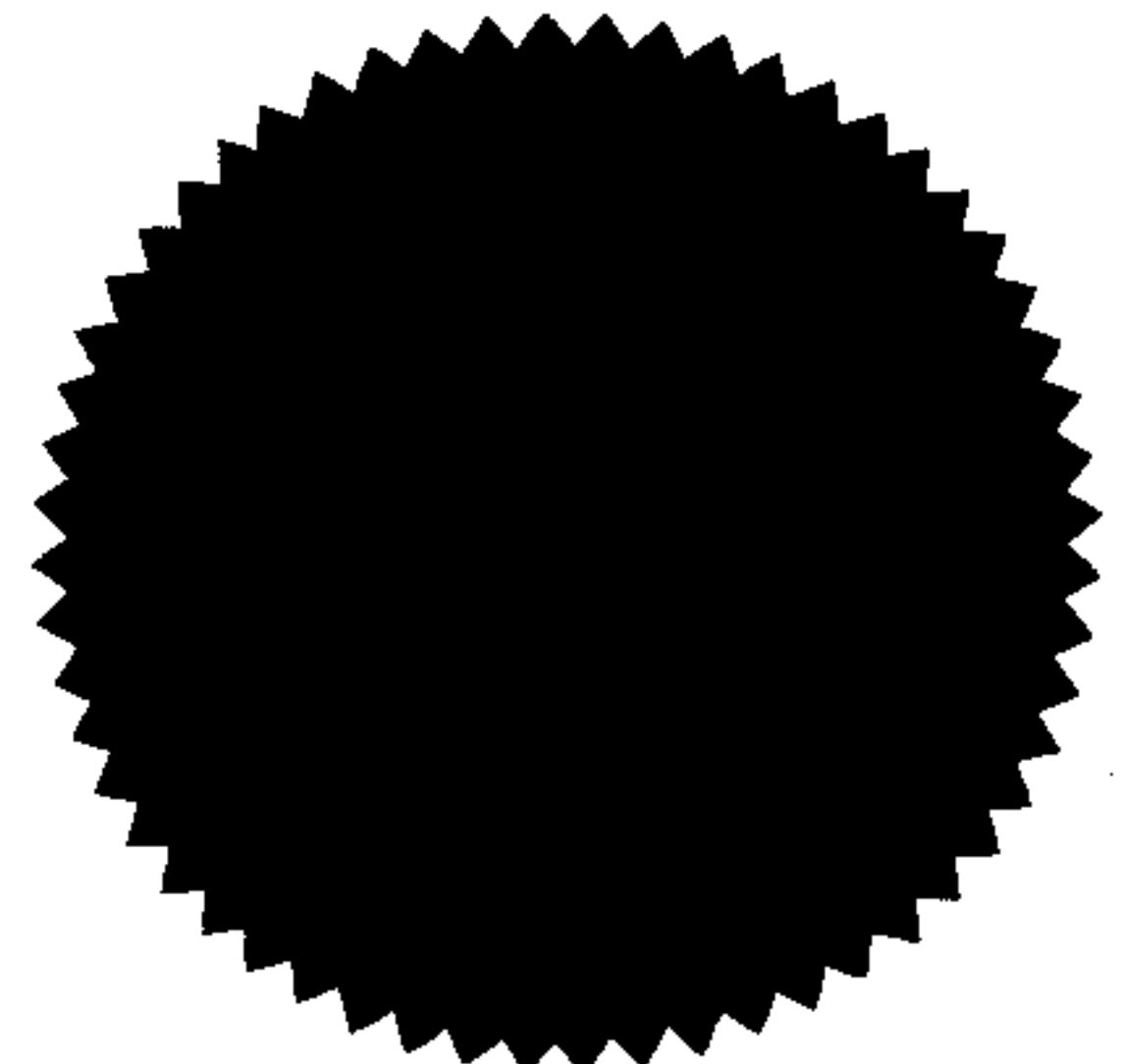
7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

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

.....*L. J. Field*.....

Authorised Signatory



THE COMMON SEAL OF/
EXECUTED AS A DEED BY
Sharesense Ltd
was hereunto affixed
in the presence of:-/
acting by a Director and its Secretary
or by two Directors

)
)
)
)
)
)
)

.....
Director



.....
Director/Secretary

DATED

27th July

2006

(1) SHARESENSE LTD

and

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

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