

DATED

6 APRIL

2017

(1) ORIGIN HOUSING LIMITED

and

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

A G R E E M E N T

relating to funding of the provision of Affordable Housing at

Flat 1, 161 Iverson Road
London
NW6 2RB

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
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CLS/PK/1800.3 (final)

DATE: 5 APRIL 2000

OFFICE OF THE DIRECTOR

TO: THE DIRECTOR, FEDERAL BUREAU OF INVESTIGATION

FROM: SAC, NEW YORK (100-100000)

SUBJECT: [REDACTED]

RE: [REDACTED]

On 4/1/00, [REDACTED] advised that [REDACTED] had been contacted by [REDACTED] who stated that [REDACTED] was currently in the New York area and was willing to provide information regarding [REDACTED].

THIS AGREEMENT is made the 6th day of April 2017

BETWEEN:

1. **ORIGIN HOUSING LIMITED** (registered under company number 10008R) whose registered office is at St. Richards House, 110 Eversholt Street, London, NW1 1BS (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

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the ~~freehold~~ ^{leasehold} proprietor with title absolute of the Affordable Housing Provision at the Property under title number ~~NGL481662~~ ^{NGL961316} and is interested in the Property for the purposes of Section 106 of the Act.

1.2 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and in this capacity holds the Fund.

1.3 On 21st February 2014 the Council granted planning permission under reference number 2013/7505/P for development at the Property and on the same date the David Jeremy Gardner, McGregor Homes Limited, National Westminster Bank Plc and the Council entered into a related legal agreement under section 106 of the Act to secure amongst other matters affordable housing units (comprising as part of the development.

1.4 The Council has in pursuance of its powers as local planning authority has agreed in principle to pay the Grant out of the Fund to the Owner so as to secure the provision of Affordable Housing within the Property.

1.5 For that purpose the Parties are willing to enter into this Agreement pursuant to the provisions of Section 111 of the Local Government Act 1972 Section 106 of the Act and all other powers to ensure that the Affordable Housing Provision within the Property is provided as Affordable Housing and thereafter used solely for the purpose of providing Affordable Housing.

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
- 2.2 "Affordable Housing" low cost Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Provision" accommodation at the Property to be provided as Affordable Housing such accommodation comprising one x 1-bedroom wheelchair-adapted unit for two persons as shown numbered AG01 on the plan at Annex 2 to this Agreement
- 2.4 "Affordable Housing Scheme" the scheme for the management of the units forming the Affordable Housing Provision as Affordable Housing in compliance with the Regulator's standards and requirements and providing for the Council to have nomination rights to all such units in accordance with the agreement for nomination that exists between the Council and the Owner from time to time.

- 2.5 "Agreement" this deed
- 2.6 "AIIRP" the all items index of retail prices published from time to time by the Office for National Statistics
- 2.7 "Annex 1" the plan annexed hereto and marked "Annex 1"
- 2.8 "Annex 2" the plan annexed hereto and marked "Annex 2"
- 2.9 "Building Works" all works (including any works to adapt the Affordable Housing Provision for wheelchair use) carried out at the Property for provision of the Affordable Housing Provision
- 2.10 "Development Standards" the standards to which the Building Works have been carried out these being in strict compliance with:
- (i) the Homes and Communities Agency's Scheme Development Standards; and
 - (ii) with any other reasonable requirements of the Council in relation to the carrying out of the Building Works necessary to secure the use of the Affordable Housing Provision as Affordable Housing in accordance with national guidance and the Homes and Communities Agency guidance including any waiver and/or variations agreed between the Council and the Owner in accordance with the requirements of this Agreement
- 2.11 "Excluded Categories" any disposal of any of the Affordable Housing Provision or any of the units forming part of the Affordable Housing Provision where

- (i) the disposal is by way of a mortgage or charge which does not prevent the use of the property for Affordable Housing;
- (ii) the disposal is to a Registered Provider where such Registered Provider has entered into a direct covenant with the Council securing the observation and performance of the obligations and duties of the Owner under this Agreement relating to all or part of the Affordable Housing Provision (as the case may be)

2.12 "the Fund"

a fund of money paid by developers of land within the area of the London Borough of Camden under Section 106 of the Act for the purpose of securing Affordable Housing within the London Borough of Camden

2.13 "the Grant"

up to a maximum sum of £68,000 (sixty-eight thousand pounds) payable by the Council to the Owner under the terms of this Agreement to be applied by the Owner to secure the Affordable Housing Provision as Affordable Housing

2.14 "the Parties"

the Council and the Owner

2.15 "Practical Completion"

the date of issue of the certificate of practical completion of the Building Works issued by the Owner's architect or other appropriately qualified person under the building contract(s) for the carrying out of the Building Works

- 2.16 "Property" the land known as 159 -161 Iverson Road, London, NW6 2RB the same as shown edged in red on the plan at Annex 1 to this Agreement
- 2.17 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator.
- 2.18 "Regulator" the Homes and Communities Agency and any successor organisation
- 2.19 "Scheme Completion" the date on which the Owner demonstrates to the Council's reasonable satisfaction (as evidenced by written notice from the Council in accordance with the requirements of this Agreement to that effect) that the Building Works were completed in accordance with the Development Standards
- 2.20 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
 - (ii) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
 - (iii) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council

in respect of all such units within the Affordable Housing Provision

NOW THIS DEED WITNESSETH as follows:-

3.1 Enabling powers

This Agreement is made in pursuance of Section 106 of the Act and its provisions shall be planning obligations for the purposes of the Section 106 as aforesaid and shall be enforceable by the Council against the Owner and against any person deriving title to the Property from the Owner and to the extent that any provisions of this Agreement are not planning obligations they shall be enforceable against the Owner and other relevant persons under Section 111 of the Local Government Act 1972 and all other relevant enabling powers of the Council.

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 of interpretation.

3.5 The Parties save where the context states otherwise shall include their successors in title.

4. PAYMENT OF THE GRANT

4.1 The Council covenants with the Owner that (subject to the provisions of Clause 5 hereof) it shall within 14 (fourteen) days from the date of this Agreement and upon receipt of written request from the Owner pay the sum of sixty-eight thousand pounds (£68,000) to the Owner ALWAYS PROVIDED that the Building Works have been carried out and completed in accordance with the Development Standards such requests and confirmation to include supporting documentation as required under this Agreement.

- 4.2 In the event that no payments of the Grant are requested or payments of the Grant are requested without supporting information (to include relevant invoices) within three (3) years of the date hereof this Agreement shall forthwith determine and cease to have effect.

5. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

5.1 **Affordable Housing Provision**

- 5.1.1 to ensure that the Affordable Housing Provision from the date of this Agreement will be occupied solely for the purposes of Affordable Housing and for no other purpose whatsoever whether incidental or ancillary or otherwise.

- 5.1.2 in the event of the Affordable Housing Provision being occupied in the opinion of the Council for a purpose not specified within clause 5.1.1 hereof the Owner shall ensure that such purpose ceases immediately and shall further ensure that occupation of the Affordable Housing Provision resumes in full accordance with the provisions of this Agreement.

5.2 **The Grant**

- 5.2.1 To apply all payments of the Grant received by the Owner exclusively towards ensuring that the Affordable Housing Provision is provided as Affordable Housing.

- 5.2.2 To keep full and complete records of any sums received as part of the Grant and all expenditure relating to sums received as part of the Grant and to retain all such records together with all relevant invoices, receipts, accounting records and other associated documents for a period of not less than six years thereafter and within seven days of such request to permit (at the Owner's own expense) the Council its agents and any officials of the Homes and Communities Agency or the National Audit Office to inspect all such books and records and to make copies thereafter for the purpose of verifying expenditure.

5.2.3 From the date of this Agreement to ensure that all units forming part of the Affordable Housing Provision are:-

- (i) used or occupied for no purpose other than as Affordable Housing;
- (ii) are managed in strict accordance with the version of the Affordable Housing Scheme approved by the Council

5.2.4 To comply with all reasonable written requests of the Council to have access to any part of the Affordable Housing Provision for the purpose of monitoring compliance with the obligations in this Agreement on the part of the Owner such compliance to be within seven days of such request being made.

5.3 **Notice Requirements**

5.3.1 On or prior to the date of this Agreement to send written notice to the Council specifying that occupation of the Affordable Housing Provision as Affordable Housing has taken place.

5.3.2 On or prior to the date of this Agreement to send written notice to the Council specifying that Practical Completion has taken place together with such supporting documentation as the Council may reasonably require.

5.3.3 In the event of any part of the Affordable Housing Provision after the date of this Agreement ceasing to be used for Affordable Housing in accordance with the Affordable Housing Scheme to send written notice to that effect on the Council forthwith.

6. **REPAYMENT OF GRANT**

6.1 In the event of any of the following occurring:-

- (i) the Owner cannot demonstrate to the Council's reasonable satisfaction that all payments of the Grant received by the Owner have been applied by the Owner exclusively towards ensuring use of the Affordable Housing Provision as Affordable Housing;

- (ii) at any time from the date of this Agreement (including in respect of any defects liability) the Owner fails to comply in any material respect (in the opinion of the Council) with the Development Standards of the Building Works;
- (iii) if after Scheme Completion the provisions of sub clause 5.1 and 5.2 hereof are not complied with in respect of any unit (or any part thereof) forming part of the Affordable Housing Provision;
- (iv) the Owner sells or disposes of the Affordable Housing Provision or any unit forming part of the Affordable Housing Provision EXCEPT WHERE such disposal falls within one of the Excluded Categories

the Council may serve a written notice on the Owner requiring the breach of the Agreement to be remedied within 28 days of the date of service of such notice ("the Initial Notice") and in the event of the relevant breach not being remedied by the Owner to the Council's reasonable satisfaction within the timescale specified in the Initial Notice the Council may serve a further notice on the Owner ("the Final Notice").

- 6.2 On service of the Final Notice all liability on the part of the Council to make any further payment of the Grant shall cease and the Owner shall repay in full to the Council within fourteen days of service of the Final Notice any instalment of payment of the Grant made under this Agreement up to the date of service of the Final Notice TOGETHER WITH (if such repayment is made more than three months from the date of the original payment of Grant to which it relates) a further sum being equal to the original payment of Grant (or the proportion of the Grant that falls to be repaid) multiplied by a figure being a fraction of which the AIIRP figure published by the Office of National Statistics at the date hereof is the denominator and the last AIIRP figure published before the date such repayment is made less the last published AIIRP figure at the date hereof as the numerator

7. **OTHER MATTERS**

- 7.1 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 made or served under or in connection with this Agreement and any such notice or approval to the Council 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 shall be addressed to the Planning Obligations Monitoring Officer, 5 Pancras Square, London, N1C 4AG and in the case of a notice or approval given to the Owner shall be signed by a representative of the Council's Regeneration and Planning division and addressed to the Owner's office address given above.

- 7.2 Payment of any monies under this Agreement by the Owner shall be made by the Owner sending the full amount in the form of a banker's draft or solicitor's client account cheque or a cheque drawn on a clearing bank within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and Parties to the Agreement and citing the clause of the Agreement to which the payment relates such letter to be addressed to the Director of Regeneration and Planning, 5 Pancras Square, London, N1C 4AG with a letter specifically referring to this Agreement.
- 7.3 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 7.4 All monies payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the National Westminster Bank Plc from time to time being charged from the date such payment is due until payment is made.
- 7.5 Each party shall act in good faith and shall co-operate with the other party to facilitate the discharge and performance of all obligations contained herein and where any agreement consent permission or expression of approval is to be given the same shall not be unreasonably withheld or delayed.
- 7.6 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, by laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 7.7 The Owner may not assign any of its rights, obligations or duties under this Agreement without the Council's consent, such consent not to be unreasonably withheld or delayed and the Council agrees that its consent shall not be withheld where the Owner is directed by the Homes and Communities Agency to assign such rights, obligations or duties; or on a disposal of all or any part of the Affordable Housing Provision to a Registered Provider, where such Registered Provider has also entered into a direct covenant with the Council to observe and perform the obligations and duties of the Owner under this Agreement relating to all or part of the Affordable Housing Provision, as the case may be.
- 7.8 No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any exercise of the same, or of some other right, power or remedy.
- 7.9 Where there is inconsistency between the terms of this Agreement and any other agreements between the Council and the Owner the terms of this Agreement shall prevail.
- 7.10 The Parties acknowledge that in making the Grant the Council gives no warranty or representation whatsoever as to the viability of the Affordable Housing Provision or their use as Affordable Housing, whether financial, legal or otherwise.
- 7.11 The Owner agrees and confirms that it shall indemnify the Council against all costs claims liabilities expense and damages arising out of any breach by the Owner of the requirements of this Agreement provided that such liability has not been incurred by the Owner as the result of any default by the Council in carrying out its obligations under this Agreement.
- 7.12 The Owner hereby covenants with the Council to apply to the Chief Land Registrar of the Land Registry within 28 days of the date hereof to enter against the Owner's title to the Property a restriction in the following form:-

"No disposition of the whole or any part of the Affordable Housing Provision (as defined in a funding agreement between Origin Housing Limited and the Mayor and Burgesses of the London Borough of Camden dated 6 April 2017 ("the Funding Agreement")) by the proprietor of the land is to be registered without either (i) a certificate signed by the disponent's solicitor as a solicitor of the Supreme Court that the disposition is a disposition within the Excluded Categories (as defined in the above-mentioned Funding Agreement) or (save where the disposition is by way of a mortgage or charge or is to a Registered Provider or is the grant of an assured tenancy agreement) is a subsequent disposition of the part or parts of the Affordable Housing Provision subject to such disposition or (ii) a written consent signed on behalf of the Mayor and Burgesses of the London Borough of Camden "

7.13 This Agreement shall remain in force in perpetuity unless it is terminated earlier by:-

- (i) repayment by the Owner under Clause 6.2 of the whole of the Grant or such part of it as the Council shall have advanced; or
- (ii) repayment by the Owner other than under clause 6.2 of the whole of the Grant or such part of it as the Council shall have advanced multiplied by (if such repayment is made more than three months from the date of the original payment of Grant to which it relates and there has been an increase in the AllRP) a figure being a fraction of which the AllRP figure published by the Office of National Statistics at the date hereof is the denominator and the last AllRP figure published before the date such repayment is made is the numerator.

7.14 Upon the Council receiving notice of Practical Completion from the Owner as referred to in sub-clause 5.3.2 the Council shall inspect the Building Works and shall issue the Owner with either:

- (i) a certificate of Scheme Completion; or
- (ii) a notice specifying that a certificate of Scheme Completion shall not be issued which also sets out in which respects the Building Works fail to comply

with the Development Standards together with a specification of the works which the Council requires to be carried out in order to achieve Scheme Completion.

7.15 In the event that a notice is served pursuant to sub-clause 7.14(ii) the Owner shall carry out the works specified in such notice as soon as practicable and on completion of such works shall notify the Council and the provisions of sub-clause 7.14(ii) and this sub-clause 7.15 shall be repeated as often as may be necessary until a notice in the form of written confirmation of Scheme Completion is issued.

7.16 In making its judgment as to whether to issue a certificate of Scheme Completion or not, the Council shall (i) act reasonably and (ii) take into account the issue of a certificate of Practical Completion by the architect or other appropriately qualified person under the building contract(s) for the carrying out of the Building Works and other relevant material submitted by the Owner.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

THE COMMON SEAL OF)
ORIGIN HOUSING LIMITED)
was hereunto affixed)
in the presence of:-)

[Handwritten signature]

.....
Authorised Signatory

[Handwritten signature]

.....
Authorised Signatory

4530



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

[Handwritten signature: R. Alexander]

.....
Authorised Signatory



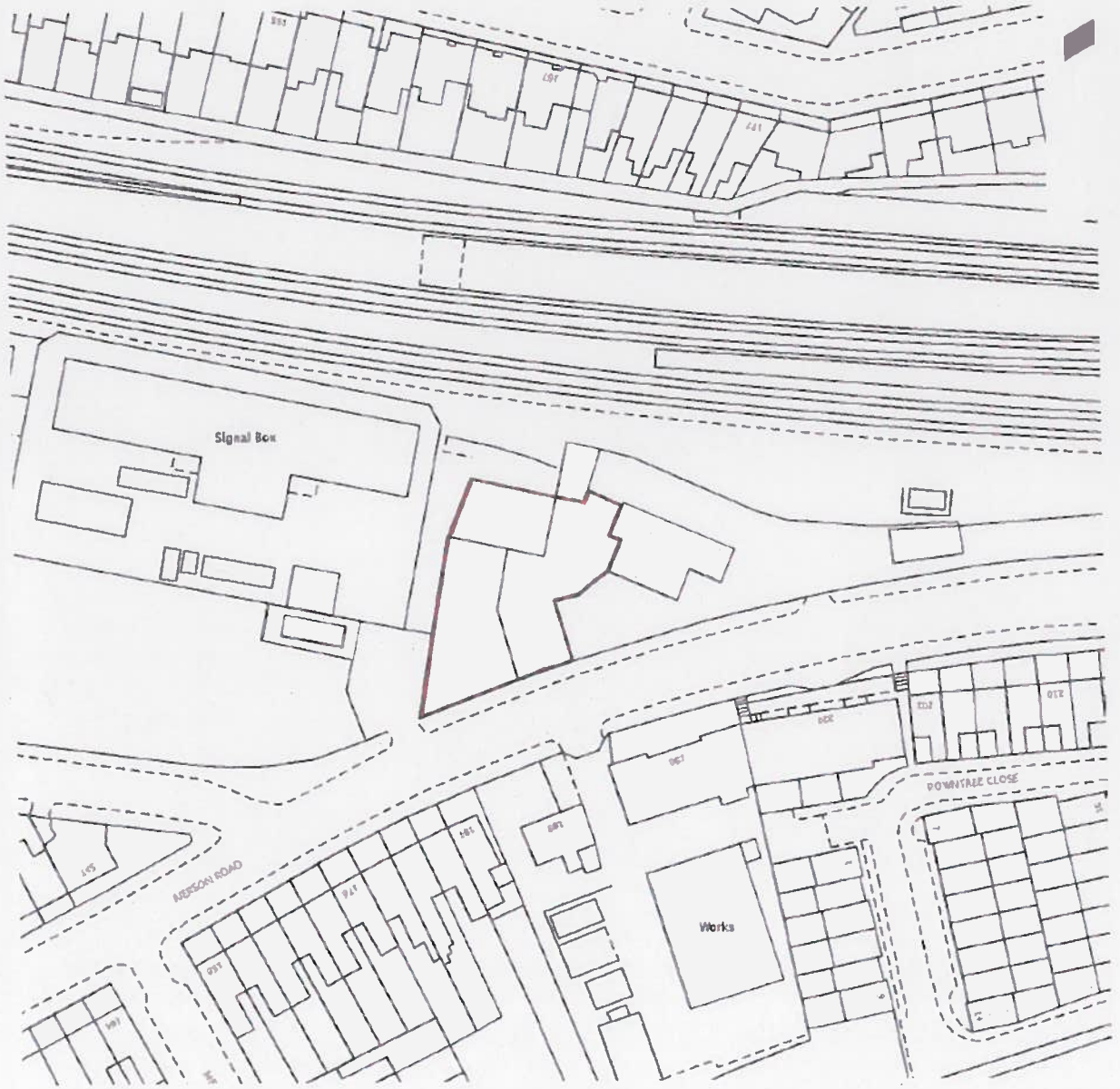
ANNEX 1

PLAN OF THE PROPERTY



PLAN OF THE PROPERTY

W. J. Green



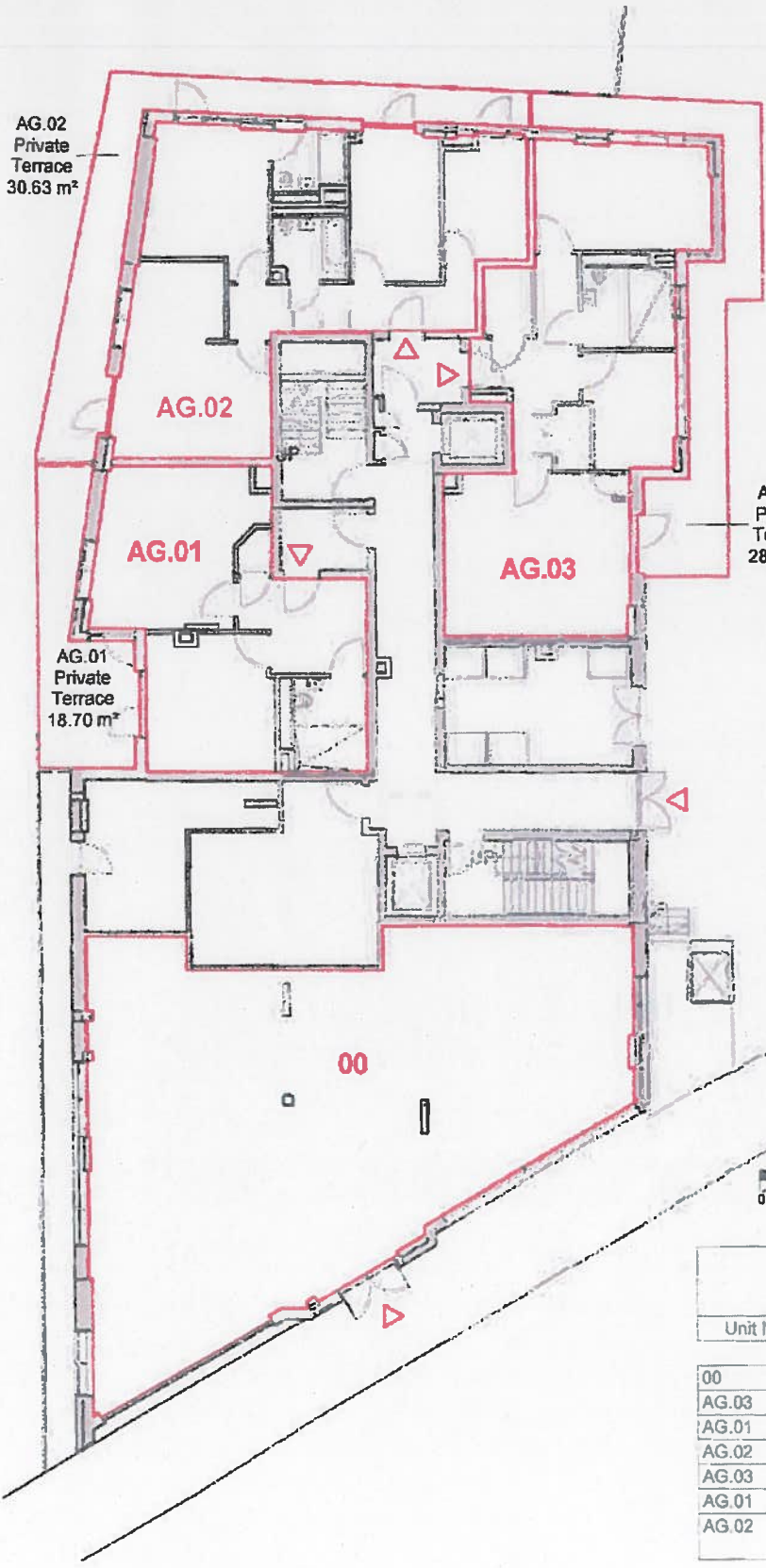


ANNEX 2

AFFORDABLE HOUSING PROVISION



Green
Miller



LEASE PLAN AREA SCHEDULE (G/A) LEVEL 00		
Unit Number	Unit Type	Area
00	COMMERCIAL UNIT	162.38 m ²
AG.03	2 BED 3 PERSON (ACCESSIBLE)	83.21 m ²
AG.01	1BED 2 PERSON (ACCESSIBLE)	59.64 m ²
AG.02	3 BED 5 PERSON (AFFORDABLE)	86.48 m ²
AG.03	Private Terrace	28.86 m ²
AG.01	Private Terrace	18.70 m ²
AG.02	Private Terrace	30.63 m ²



THE [unclear] [unclear]

CONFIDENTIAL

[unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

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[unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear] [unclear]

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