

20 May 2009

DATED 20th May 2009

(1) SSBB LIMITED LIABILITY PARTNERSHIP

and

(2) LINCOLN SMALL

and

(3) CHRISTOS SAVVA

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
1 MILL LANE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
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Town Hall
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London WC1H 9LP

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THIS AGREEMENT is made the 20th day of May
2009

B E T W E E N:

1. **SSBB LIMITED LIABILITY PARTNERSHIP** (LLP. Regn. No. OC325810) whose registered office is at 76 Cambridge Road Kingston-Upon-Thames Surrey KT1 3NA (hereinafter called "the First Owner") of the first part
2. **CHRISTOS SAVVA** of 28 Woodgrange Avenue Ealing Common London NW6 1NT (the Second Owner")
3. **LINCOLN SMALL** of Willow Lodge Barnet Lane Elstree Borehamwood Hertfordshire WD6 3QZ (hereinafter called "the Mortgagee") of the second 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 third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL817204 subject to a charge to the Mortgagee under title number NGL64177.
- 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 22 September 2008 and the under reference number 2008/3963/P by a decision notice dated 15 December 2008 the Council refused the Planning Application and the applicant has appealed to the secretary of State against such planning refusal (ref: no. APP/X5210/A/08/2092837 The Parties have agreed that subject to the Secretary of State granting planning permission for the Development to enter into this Agreement.

- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 For the purposes of the Deed the First Owner and the Second Owner are defined as the Owner
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL817204 and dated 30 March 2008 is willing to enter into this Agreement to give its consent to the same.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL64177 and dated 5 December 2006 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 "Additional Housing Contribution" additional contribution of 2.5% of the Gross Development Value Margin which shall only be payable where the Gross Development Margin is more than 10% of the gross development

value as ascertained by the GLA Toolkit Assessment dated 2 April 2009

- 2.3 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing or Intermediate Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.4 "Affordable Housing Units" the two Intermediate Housing Units and six Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.5 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.6 "Area of Nature Conservation" the area edged red on plan 4
- 2.7 "Area of Nature Conservation Contribution" the sum of £277,200 (two hundred and seventy seven thousand two hundred pounds) to be spent by the Owner in accordance with the Area of Nature Conservation Plan on the Area of Nature Conservation
- 2.8 "Area of Nature Conservation Plan" a strategy setting out how the Owner will allocate and spend the Area of Nature Conservation Contribution on the improvement and upkeep of the Area of Nature Conservation to include (but not limited to):-
- (a) identification of proposed works of improvement to the Area of Nature Conservation;

- (b) identification of works of repair and maintenance to the Area of Nature Conservation
- (c) provision to ensure the Area of Nature Conservation remain available for members of the public to pass and re-pass through it;
- (d) the financial responsibilities the Owner will bear including evaluation of costs and meeting the same;
- (e) a mechanism for review and monitoring of the Area of Nature Conservation plan as reasonably required from time to time

such plan to be submitted to the Council for approval (such approval not to be unreasonably withheld or delayed and shall also contain mechanisms for the following:-

- (f) to ensure the Council is able to monitor and account for the spending of the Area of Nature Conservation Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the Area of Nature Conservation Contribution has been spent in accordance with the approved Area of Nature Conservation Plan;
- (g) reporting back to the Council on a three monthly basis (or such other period as may be agreed by the Council in writing) such agreement not to be unreasonably withheld or delayed) with detailed accounts setting out how much of the Area

of Nature Conservation Contribution was spent in the preceding months (including a breakdown of monies and fees) on what project and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council reasonably requires in order to confirm the Area of National Conservation Plan has been complied with; and

- (h) for ensuring value for money is achieved in the allocation and expenditure of the Area of Nature Conservation Contribution

2.9 "The Certificate of Practical Completion"

the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction

2.10 "the Community Facilities Contribution"

the sum of £58,000 (fifty eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of community facilities in the vicinity of the Development

2.11 "The Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion.

2.12 "Construction Management Plan"

the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development

during the Construction Phase in accordance with the Council's Considerate Contractor Manual

2.13 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.14 "the Development"

demolition of all existing buildings and erection of part five, part six storey main building and a two storey detached building comprising of 39 residential units (16 x 1-bedroom; 14 x 2-bedroom; 7 x 3-bedroom; 2 x 4-bedroom) with associated car and cycle parking amenity space and landscaping (including the creation of a new area of designated open land for nature conservation) as shown on drawing numbers A/100 Rev C, A/101 Rev C, A/102 Rev C, A/103 Rev C, A/104 Rev C, A/105 Rev C, A/106 Rev C, A/107 Rev C, A/201 Rev C, A/202 Rev C, A/203 Rev C, A/204 Rev C, A/205 Rev C, A/206 Rev C, A/501 Rev C, A/502 Rev D, A/503 Rev D, A/603, A/801 Rev C, 981-02 Rev C, 981-03 Rev C, 981-04 Rev C; Noise Assessment; Arboricultural Implications Assessment; Daylight Sunlight report; Structural Engineer Aspects; Transport; Ecological Review; Planning Statement; Desktop Environmental Site Assessment; Preliminary Assessment for Planning; Sustainability Statement and Ground Investigation Report

2.15 "the Education

Contribution"	the sum of £68,064 (sixty eight thousand and sixty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
2.16 "the Financial Contributions"	the Area of Nature Conservation Contribution, the Community Facilities Contribution, the Education Contribution and the Highways Contribution
2.17 "Gross Development Margin"	90% of the amount by which the gross development value as ascertained by the GLA Toolkit assessment submitted prior to the transfer of the Affordable Housing Units exceeds the gross development value as ascertained by the GLA Toolkit assessment dated 2 nd April 2009
2.18 "the Highways Contribution"	<p>the sum of £28,033.76 (twenty eight thousand and thirty three pounds and seventy six pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) repaving along the frontage of the Development.</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory</p>

undertakers works and excludes any statutory undertakers costs

2.19 "the Highways Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.20 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.21 "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

2.22 "Intermediate Housing"

Affordable Housing available on a HomeBuy basis to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan

2.23 "Intermediate Housing Scheme"

the programme where the Owner ensures the Intermediate Housing Units are occupied on a HomeBuy basis with an initial equity share offer of 25 percent and a rent level of 2 percent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Housing Corporation guidance

2.24 "Intermediate Housing Units"

the two units of Intermediate Housing forming part of the Affordable Housing Units comprising one x 1-bedroom and one x 2-bedroom units the same as shown coloured pink on Plan 2

2.25	"Market Housing Units"	that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
2.26	"New Build HomeBuy"	a low-cost home ownership programme managed in accordance with Communities and Local Government and Housing Corporation guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)
2.27	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.28	"the Parties"	mean the Council the Owner and the Mortgagee
2. 29	"Plan 1"	the plan marked "Plan 1" as is annexed hereto
2. 30	"Plan 2"	the plan marked "Plan 2" as is annexed hereto
2. 31	"Plan 3"	the plan marked "Plan 3" as is annexed hereto
2. 32	"Plan 4"	the plan marked "Plan 4" as is annexed hereto
2.33	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 22 September 2008 under reference number 2008/3963/P

2.34 "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

2.35 "the Planning
Permission"

a planning permission granted for the Development by the Secretary of State.

2. 37 "the Property"

the land known as 1 Mill Lane London NW6 1NT and land at Mill Lane and Minster Road London the same as shown shaded grey Plan 1

2. 38 "Registered Social
Landlord"

a registered social landlord registered as such by the Housing Corporation approved by the Council (such approval not to be unreasonably withheld or delayed) to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme

2.39 "Retail Pricing Index"

the All items of Retail Prices Index published by the Central Statistical office or if such index ceases to be published such other index as shall be published in its place

2.40 "Secretary of State"

means the Secretary of State for Communities and Local Government or

such other Secretary of State with
responsibility for planning appeals

2.41 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) 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 (c) the units are managed by a Registered Social Landlord 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 Development

2.42 "Social Rented Housing Units"

the six units of Social Rented Housing forming part of the Affordable Housing Units comprising three x 1-bedroom, one x 3-bedroom, two x 4-bedroom units the same as shown coloured green on Plan 3

2.43 "the Sustainability Plan"

a plan including a post construction review including:

- (i) a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable Buildings achieving at least Level 3 and attaining at

least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

- (ii) a mechanical services statement setting out how mechanical measures will be used to reduce the Development's carbon emissions during construction and occupation
- (iii) an energy statement based on *Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants* by London Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 10% by using renewable energy methods
- (iv) a water strategy based on the principles and methods set out in the government's *Code for Sustainable Homes* and the Council's *Camden Planning Guidance* setting out a package of measures to be adopted by the Owner and occupiers in the management of the Development with a view to:
 - (a) reducing internal water consumption (including but not limited to the incorporation of dual flush toilets, aerated/flow regulated taps, no or

limited sized baths, provision of water saving washing machines, grey-water collection and re-use) and external water consumption (including but not limited to grey water collection for water landscaping through water butts or collection tanks); and

(b) controlling run-off and flooding and incorporating Sustainable Urban Drainage Systems where appropriate, including green/brown roofs, pervious pavers and on-site water detention

2.44 "Updated Viability Appraisal" the GLA Toolkit updated by an appropriately qualified independent professional persons which has been updated to reflect the current economic climate as at the date the updated viability appraisal is carried out engaged by the Owner

2.44 "Updated Viability Appraisal Payment" The cost of an independent assessment of the updated Viability Appraisal undertaken by the third party valuer as referred to above the cost of which is to be deducted from the Additional Housing Contribution

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.
- 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 Parties save where the context states otherwise shall include their successors in title.
- 3.6.1. The Council covenants In the event that Planning Permission shall be granted:-
- 3.6.2 to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner or the Developer and the Council shall agree
- 3.6.3 that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed within five years of the date of receipt by the Council of such payment together with interest at the Royal Bank of Scotland Plc base rate from time to time for the period from the date of refund to provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.

3.9 The obligations of the Owner are joint and several.

4. **OBLIGATIONS OF THE OWNER**

4.1 **AFFORDABLE HOUSING**

4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.

4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years or such other term as shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

(iii) the Owner has submitted to the Council the Updated Viability Appraisal and paid to the Council the Updated Viability Appraisal Payment.

4.1.4 To dispose of the Affordable Housing Units upon terms which ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable

Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

- 4.1.5 To ensure that the Affordable Housing Units are disposed of upon terms which provide that the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.
- 4.1.6 In the event that the Updated Viability Appraisal shows an increase in net development profit of 10% more than the net development profit stated in the submitted GLA Toolkit for the Development submitted by the Owner to the Council as part of the Planning Application then the Council will serve notice on the Owner that the Additional Housing Contribution is to be paid prior to the Occupation of the 20th dwelling on the Development and the Owner shall not occupy or permit the occupation of more than 20 dwellings in the Development until such time as the Council has been paid the Affordable Housing Contribution
- 4.1.7 In the event that in the reasonable opinion of the Council after submitting the Updated Viability Appraisal to independent analysis the Updated Viability Appraisal demonstrates that there is no change in the net development profit or that any increase in net development profit is of less than 10% of the net development profit stated in the submitted GLA Toolkit for the Development submitted by the Owner to the Council as part of the Planning Application then the Council will serve notice on the Owner stating that no Additional Housing Contribution is required.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.

4.2.2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan such consent not to be unreasonably withheld.

4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

4.3 COMMUNITY FACILITIES CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution in full.

4.4 EDUCATION CONTRIBUTION

4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.5 HIGHWAY CONTRIBUTION

4.5.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Highways Plans for approval such approval not to be unreasonably withheld or delayed) prior to the Implementation Date.

4.5.2 Not to Implement nor to permit Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Highways Plans.

4.5.3 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate in relation to the Development at no cost to the Council.

4.5.4 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the reasonable and proper amount of the excess.

4.6 AREA OF NATURE CONSERVATION

4.6.1. Prior to Implementation submit a draft of the Area of Nature Conservation Plan to the Council for approval (such approval not to be unreasonably withheld or delayed).

4.6.2 On or prior to the Implementation Date to:-

- (i) transfer a freehold interest the Area of Nature Conservation to the Council subject to any matters revealed in the registered entries of title to the Area of Nature Conservation (but excluding charges of a financial nature); and subject to a covenant by the Council that they will not use the Area of Nature Conservation otherwise than as an area of nature conservation; and

4.6.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Council has approved the Area of Nature Conservation Plan such approval to be in writing; and

- (ii) the works of improvement, maintenance and repair to the Area of Nature Conservation have been completed in accordance with the requirements of Area of Nature Conservation Plan.; and
- (iii) as the Council has received the Area of Nature Conservation Contribution in full.

4.6 SUSTAINABILITY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed).
- 4.6.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect
- 4.6.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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 seven 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 2008/3963/P the date upon which the Development will be 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.
- 5.5 Payment of the Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code **[TBA]** or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 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 all parties other than the Council 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.

- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \frac{Y-X}{X}$$

- 5.8 All costs and expenses 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.

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 2008/3963/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.
- 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 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. **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 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
LINCOLN SMALL
in the presence of:

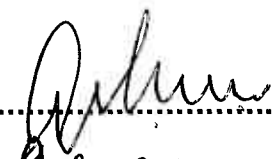
)
)
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.....
Witness Signature

Witness Name:

Address:

Occupation:


A.R. SHAW
23 ST STEPHENS CHURCH
MURRAY ROAD NW 6 DRS
CITY OF SURVEYOR

EXECUTED AS A DEED BY
CHRIS SAVVA
in the presence of:

)
)
)


.....
Witness Signature

Witness Name:

Address:

Occupation:

A.R. SHAW
23 ST STEPHENS CHURCH
MURRAY ROAD NW 6 DRS
CITY OF SURVEYOR

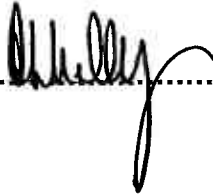
EXECUTED AS A DEED BY)
SSBB LIMITED LIABILITY PARTNERSHIP)
acting by a Director and its Secretary)
or by two Directors)

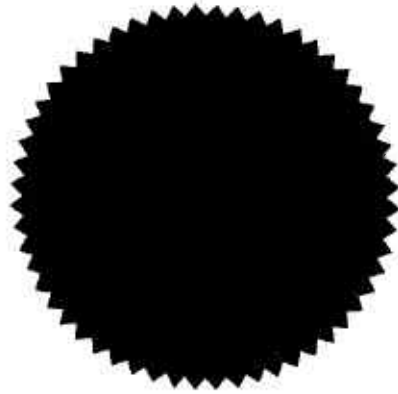

.....
Director


.....
Director/Secretary

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

.....
Authorised Signatory





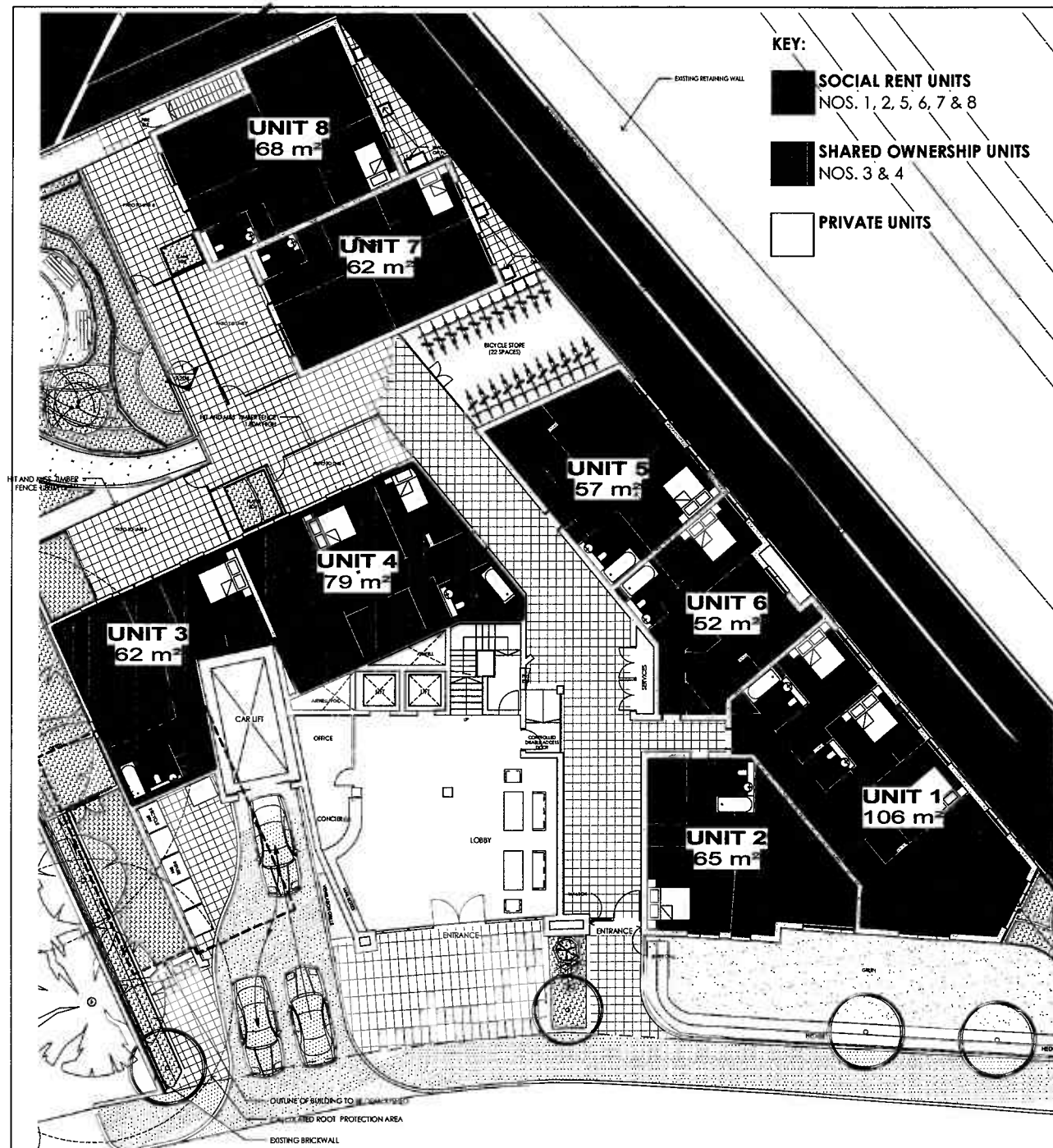
PLAN 2

KEY:

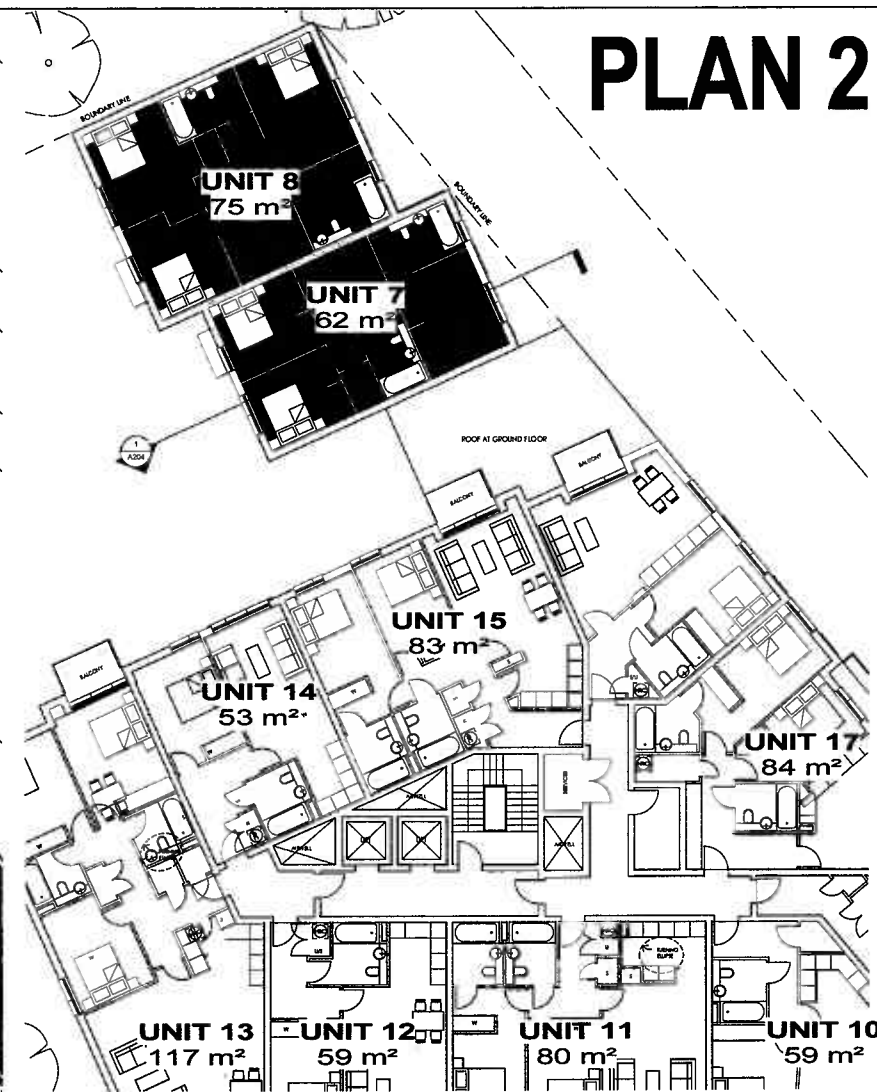
SOCIAL RENT UNITS
NOS. 1, 2, 5, 6, 7 & 8

SHARED OWNERSHIP UNITS
NOS. 3 & 4

PRIVATE UNITS



1 UNIT OWNERSHIP AT GROUND FLOOR
1:100



2 UNIT OWNERSHIP AT FIRST FLOOR
1:100

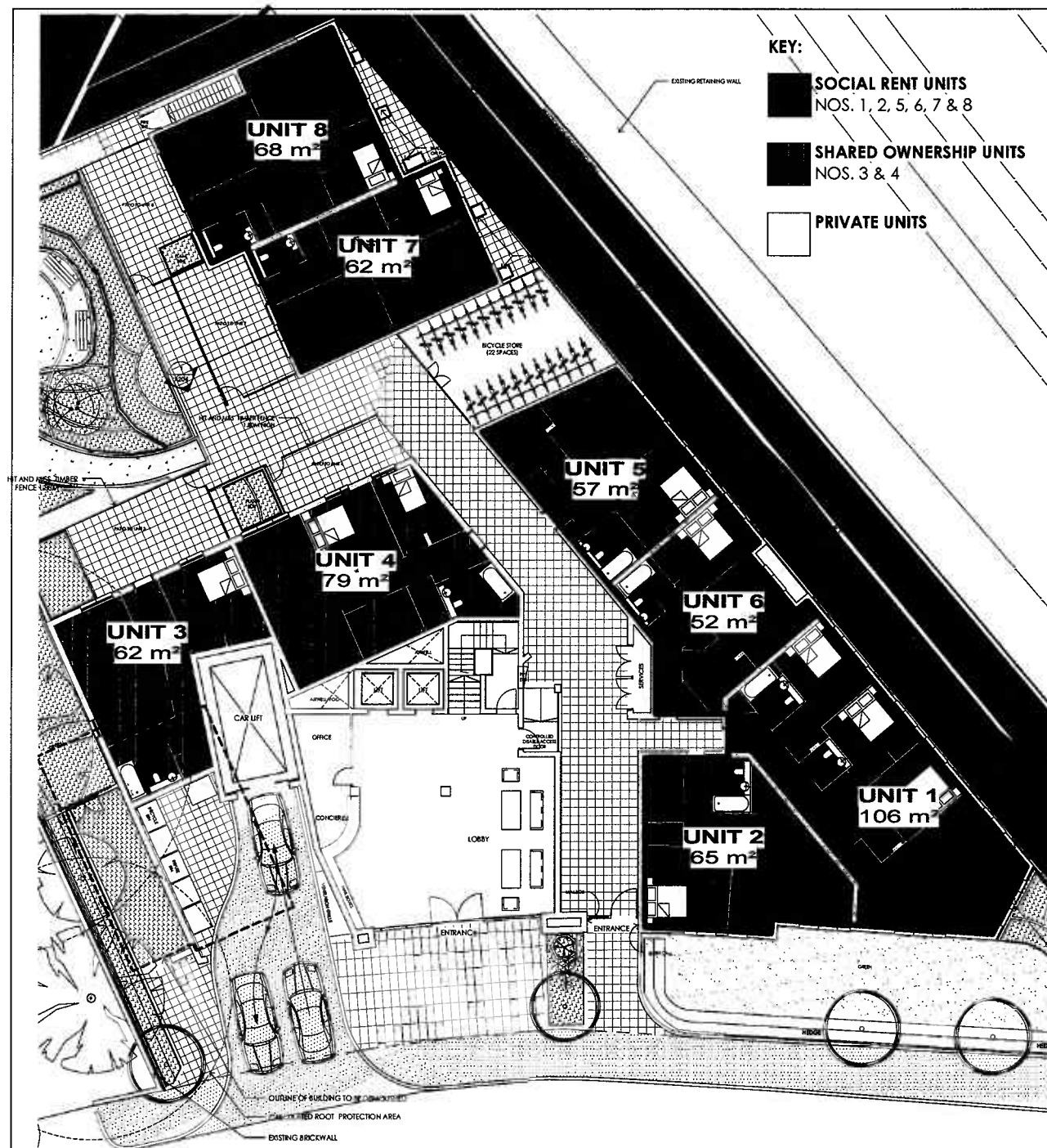
PLAN 3

KEY:

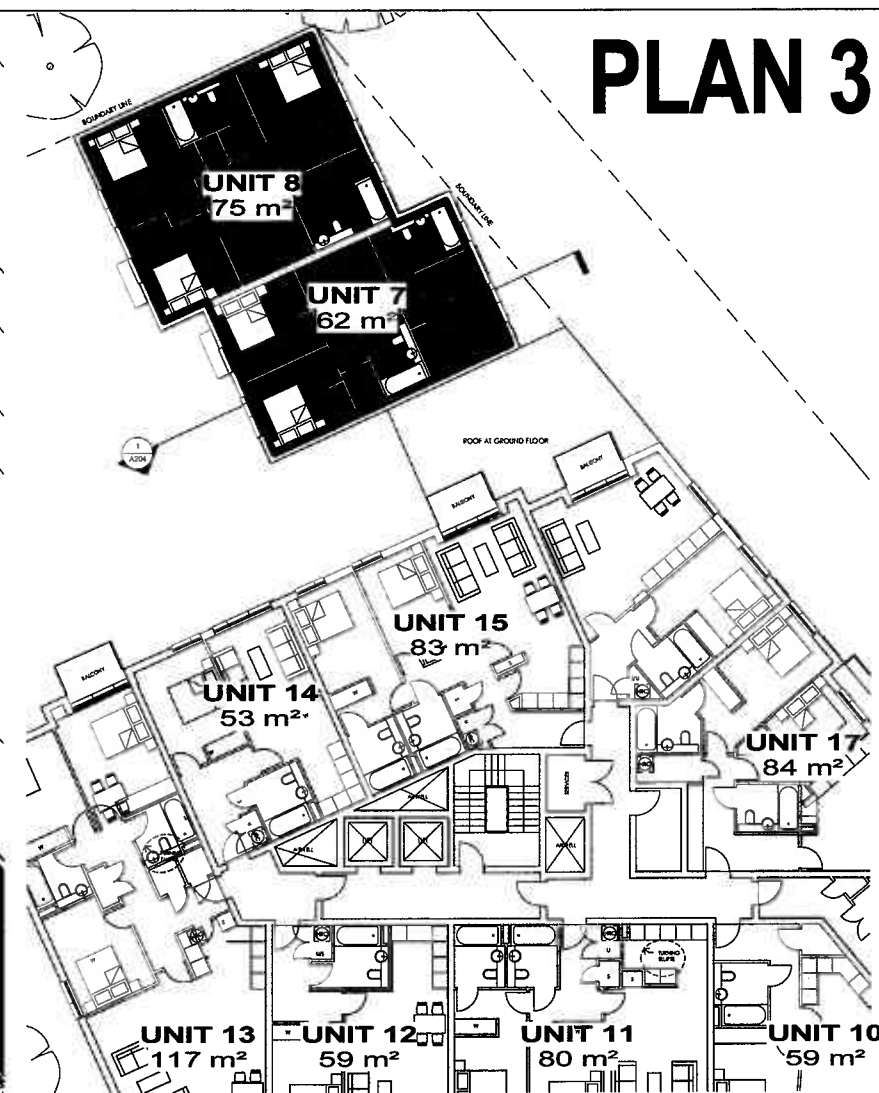
SOCIAL RENT UNITS
NOS. 1, 2, 5, 6, 7 & 8

SHARED OWNERSHIP UNITS
NOS. 3 & 4

PRIVATE UNITS



1 UNIT OWNERSHIP AT GROUND FLOOR
1:100



2 UNIT OWNERSHIP AT FIRST FLOOR
1:100

PLAN 4

