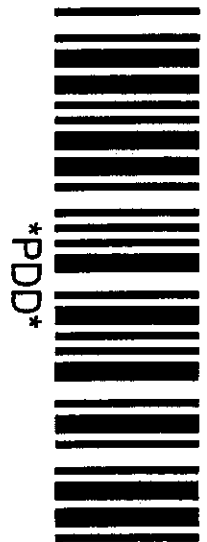


**ROYAL BOROUGH
OF
KENSINGTON & CHELSEA**

DOCUMENT SEPARATOR

DOCUMENT TYPE:

POST DECISION DOCUMENT SUBMITTED



PDD

306

THIS DEED is made the 23 day of June and ninety-nine

One thousand nine hundred

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of the Town Hall Hornton Street London W8 7NX ("the Council)
- (2) NOTTING HILL HOME OWNERSHIP LIMITED whose registered office is at Grove House 27 Hammersmith Grove London W6 OJL ("the Owner")

WHEREAS

- A The Council is the local planning authority for the administrative area of the Royal Borough of Kensington and Chelsea for the purposes of the Town and Country Planning Act 1990
- B The Owner is entitled to be registered at HM Land Registry with freehold Title Absolute in respect of the Land
- C The Planning Application was made to the Council
- D The Council resolved at a meeting of its Planning Services Committee on 13 January 1999 to grant planning permission in respect of the Development following completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development (this Deed)

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. INTERPRETATION

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

WORDS AND EXPRESSIONS

MEANINGS

"Affordable Housing"

residential accommodation provided by a Registered Social Landlord

"Affordable Housing Flats"

the flats and associated car parking spaces to be provided in accordance with the Planning Permission and shown for identification only edged in blue on the Plan

"Development"

the development referred to in the Planning Application and described in the Schedule

"Implementation"

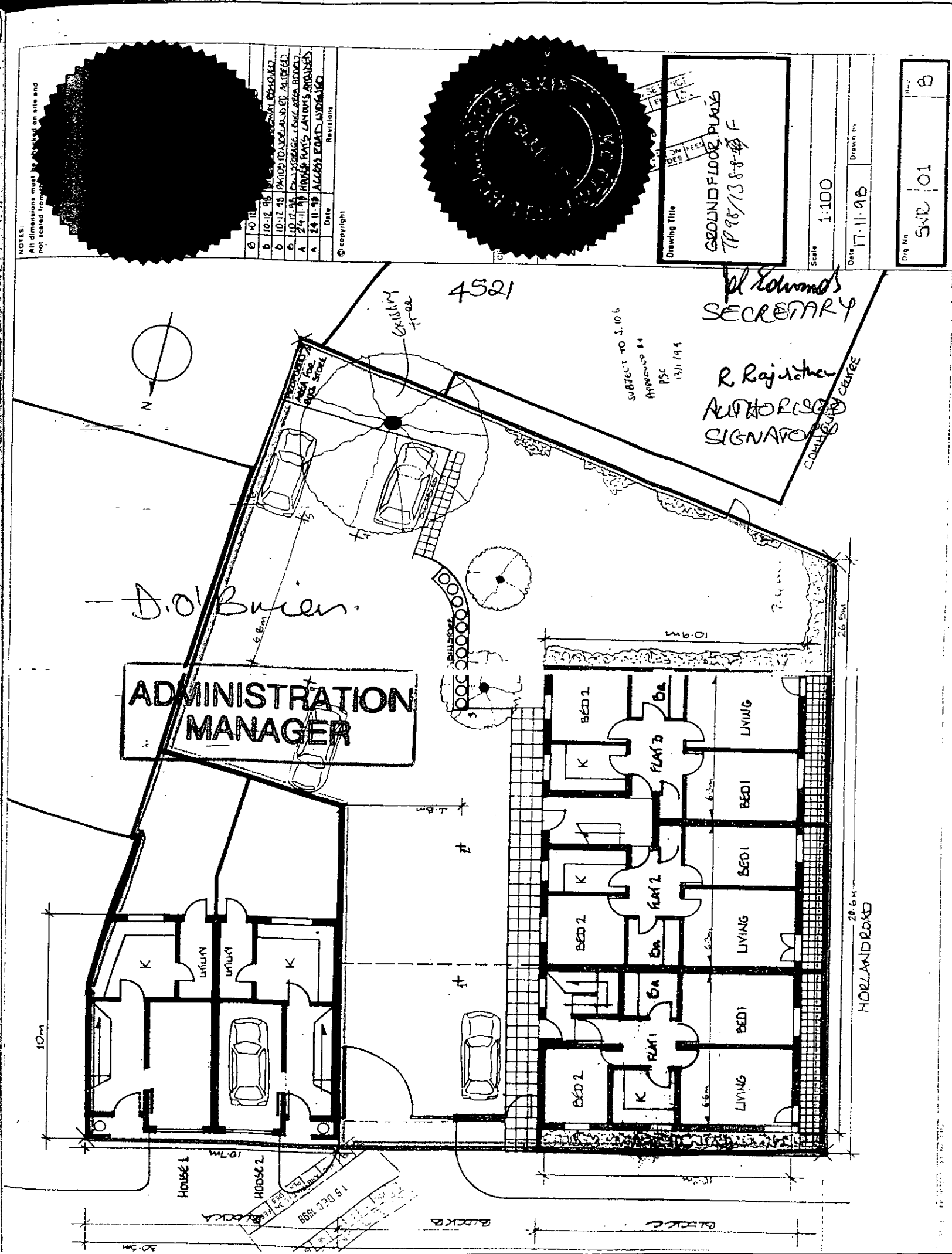
the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of Section 56 of the Town and Country Planning Act 1990 (as amended) but excluding any operation relating to soil investigations, works or investigations in respect of contamination or archeological investigations demolition the clearance of the land and any temporary works including the erection of temporary fencing and boardings and material operations shall be construed as carried out at the earliest date on which any material operation is begun and "Implemented" shall be construed accordingly

"Land"

the land at The Sheepshank Public House Norland Road Notting Hill W11 4SU which is registered at HM Land Registry under Title No. NGL 378781 and is shown for identification purposes edged in red on the Plan

"Plan"

the Plan annexed hereto



"Planning Application"

the application for planning permission under the Council's
reference number TP/98/1388/A/51

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"Planning Permission"

the planning permission to be granted pursuant to the Planning
Application

"Registered Social Landlord"

an organisation registered under the Housing Act 1996 (or if
such bodies cease to exist or be superseded then the nearest
equivalent body whose objectives include the provision of
Affordable Housing)

"Relevant Body"

a mortgagee chargee or receiver of a Registered Social
Landlord

1.2 Words in this Deed importing the singular meaning shall where the context so admits
include the plural meaning and vice versa

1.3 Words in this Deed of the masculine gender shall include the feminine and neuter
genders and vice versa and words denoting natural persons shall include corporations
and vice versa

1.4 References in this Deed to any statutes or statutory instruments shall include and
refer to any statute or statutory instrument amending consolidating or replacing them
respectively from time to time and for the time being in force

1.5 Covenants made hereunder if made by more than one person are made jointly and
severally

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2. LEGAL EFFECT

2.1 This Deed is made pursuant to Section 111 of the Local Government Act 1972, Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991

2.2 This Deed contains a planning obligation made pursuant to the said Section 106 which is enforceable by the Council and which binds the Affordable Housing Flats and each and every part thereof

2.3 The terms of this Deed (other than 5.1 and 5.2 below) shall come into effect upon Implementation of the Planning Permission

2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

2.5 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired

2.6 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

2.7 Nothing in this Deed shall be construed as a grant of planning permission

2.8 Subject to clause 4 the covenants herein shall be enforceable without any limit of time against the Owner and any successors in title and assigns of the Owner or any person claiming title through or under the Owner to the Affordable Housing Flats or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person **PROVIDED THAT** no person shall be liable for any breach occurring after he has parted with the whole of his interest in the Affordable Housing Flats

2.9 Nothing in this Deed shall prohibit or limit the right to develop the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

2.10 If the Planning Permission is quashed revoked or otherwise withdrawn or without the consent of the Owner is modified by any statutory procedure or expires before it has been Implemented this Deed shall cease to have effect

3. THE OWNER'S COVENANTS

3.1 The Owner hereby covenants that the Affordable Housing Flats shall be occupied for Affordable Housing purposes only

4. EXCLUSIONS

4.1 Notwithstanding clause 2.8 hereof the covenants herein shall not be binding upon the following in the circumstances set out below:-

4.1.1 (Subject to clause 4.2 of this Deed) a "Relevant Body" who seeks to dispose of the Affordable Housing Flats or any part thereof (as to such part) pursuant to its power of sale exercised pursuant to default of the terms of a mortgage or charge nor any receiver of a Registered Social Landlord who seeks to dispose of the Affordable Housing Flats or any part thereof (as to such part) nor any person deriving title from any such Relevant Body

4.1.2 An occupant of an Affordable Housing Flat who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise ("Occupant") or any person (other than a Registered Social Landlord) deriving title under that Occupant

4.1.3 A person acquiring a shared ownership lease of an Affordable Housing Flat ("Lessee") or any person (other than a Registered Social Landlord) deriving title under that Lessee

4.1.4 A mortgagee or chargee of an Occupant or Lessee or any receiver of such mortgagee or chargee in the event that a mortgagee or chargee of an Occupant or Lessee seeks to dispose of the Affordable Housing Flat pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or charge or any such receiver seeks to make a disposition and any person deriving title under them

4.2 In the event that a Relevant Body wishes to exercise its power of sale and/or dispose of the Affordable Housing Flats or any part thereof it shall first use reasonable endeavours to sell the Affordable Housing Flats to another Registered Social Landlord PROVIDED THAT if after a period of two months from the date of default (having used all reasonable endeavours as aforesaid) such person shall not have sold the Affordable Housing Flats to another Registered Social Landlord the Relevant Body shall thenceforth be under no obligation to sell the Affordable Housing Flats to a Registered Social Landlord and shall be entitled to exercise its powers of sale or make a disposition as the case may be free of any restrictions under this Deed which shall thereupon determine absolutely and be of no further effect

5. **FURTHER TERMS**

5.1 The Developer shall on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Deed in the sum of £600

5.2 The covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975

SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

Residential development of eleven flats, two houses, with integral parking and nine car parking spaces as shown on submitted drawing numbered:- TP/98/1388F and Applicant's drawings numbered:- SWR/01B, /02B, /03B, /04B, and /05A

IN WITNESS of which this Deed has been executed on the first date before written

044971

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH of KENSINGTON AND)
CHELSEA was hereunto affixed)
in the presence of:-)

D. O'Brien

**ADMINISTRATION
MANAGER**

THE COMMON SEAL of NOTTING)
HILL HOME OWNERSHIP LIMITED)
was hereunto affixed in the)
presence of:-)

R. Rajan
Authorised Signatory

J. Edwards
Secretary



4521

DATED 23 June 31 1999

THE MAYOR AND BURGESSES OF
THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA

-and-

NOTTING HILL HOME
OWNERSHIP LIMITED

DEED

Made pursuant to Section 106 of
the Town and Country Planning
Act 1990 (as amended by the
Planning and Compensation Act 1991)

Re: Land at The Sheepshank Public
House, Norland Road, W11

A G Phillips
Director of Legal Services
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
London
W8 7NX

My Ref: JZ/10018337
Tel: 0171 361 2617

Committee 3/9/2

(912)

- ~~It~~ introduced scheme again for benefit of new members + new photo montages by applicant - summarised background

Also further comments of Naland Society and Susan Denham (by e-mail)

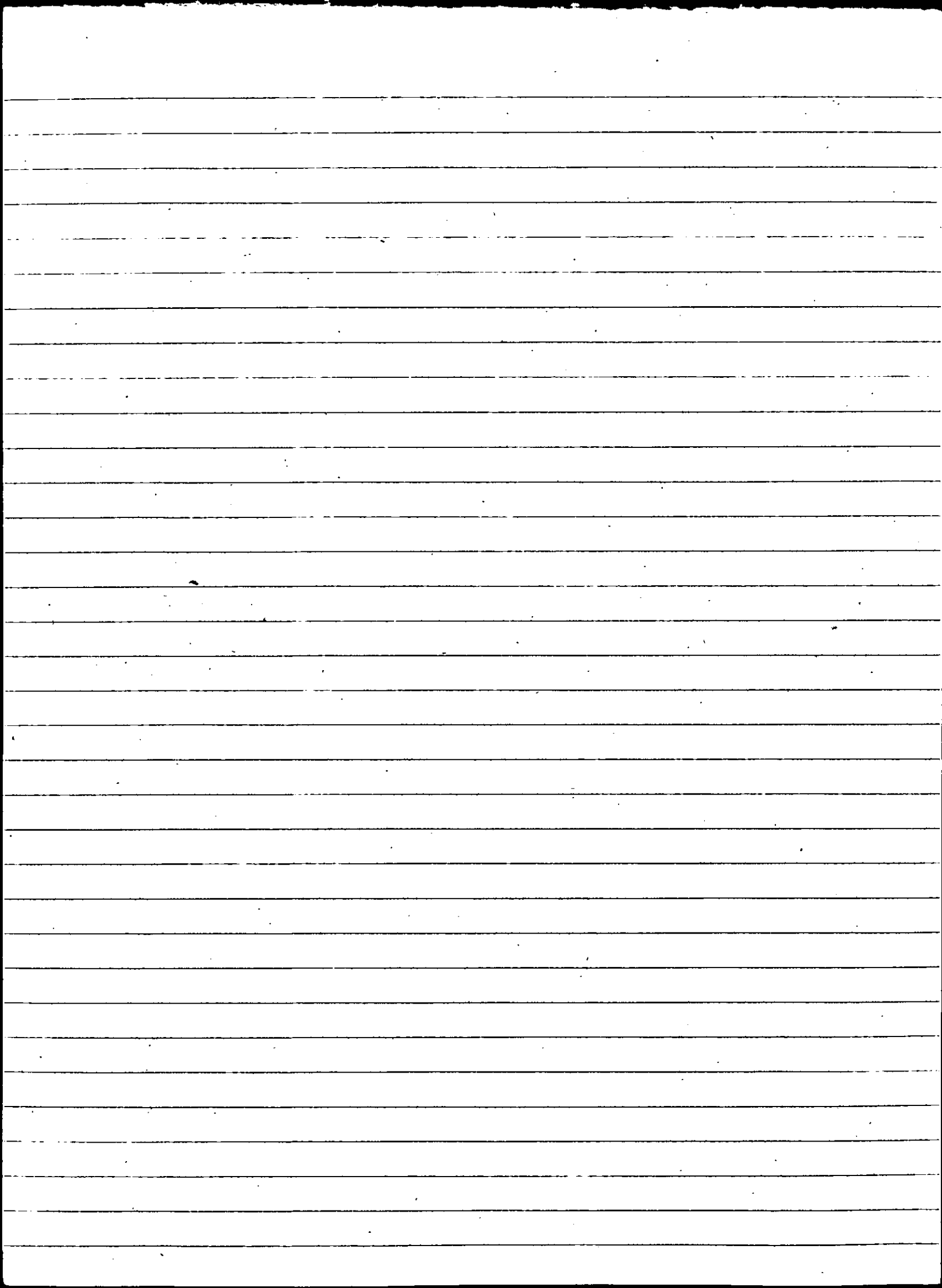
- Mr. Walker - Arnott - reminds Committee of para. 6.1 on 'balance' applicant refused to amend, instead objected at financial arguments Applicant takes no action at all to address the previous concerns of Committee Committee's concerns thus well funded

- John Allan - agrees with ~~It~~'s statement that it's a difficult site. Arch's have relished opportunity to address this, and have thus injected three different design elements into the proposal. Previous scheme ran into huge difficulties as regards services running under the site - prob. couldn't be imp.

NATO will raise pfl of 465k to help fund this dev - much needed all. hsq. to Royal Borough

Space standards all met

Cons. Officer has approved the solution



Hopes that the photo-montage helps understand the scheme properly

3 Change

would provide the 'gateway' building that the Boro' see here at this 'entrance'

- Mr. Miss Weatherhead

Whilst we strive to find more aff. hsg. sites this B simply too big - over rides the City

- Mr. Shapiro

Reservations on design - not distinguished - but on policies on hsg [+ gov't guidance on density] would be of greater weight

- Mr. Husband / Simmonds / Borwick - Refuse

- Chairman - provided opportunity,

