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THIS PLANNING OBLIGATION BY AGREEMENT is dated the 27th day of ~~Sept~~ One thousand nine hundred and ninety-six 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) CADOGAN ESTATES LIMITED of 18 Cadogan Gardens London SW3 2RP ("the Owner")

WHEREAS

(1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land known as 65 Old Church Street London SW3 ("the Land") (shown for identification purposes outlined in red on the plan attached hereto) is situated

(2) The Owner has the freehold interest in the Land registered at H.M. Land Registry under Title No. NGL593557

(3) On 20 December 1995 revised on 26 March 1996 and 1 April 1996 the Owner submitted a planning application reference no TP/96/0006 ("the Application") to the Council for permission to develop the Land by conversion refurbishment and change of use of the existing office to provide 7 residential units carparking and other related demolition and alteration works ("the Development")

(4) The Council is a local authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions

(5) The Council is satisfied that the Development is such as may be approved by the Council under the Act subject to the Owner first entering into this Agreement

(6) The Owner has therefore agreed to enter into this Agreement in order to secure the Council's objectives

NOW IT IS AGREED as follows:-

1. This Planning Obligation by agreement is made pursuant to
 - (a) Section 106 of the Act

(b) Section 111 of the Local Government Act 1972 and

(c) Section 16 of the Greater London Council (General Powers) Act 1974

to the intent that (save as hereinafter provided) it shall bind the Owner and their successors in title to each and every part of the Land and their assigns as provided in these sections

2. This Agreement shall be enforceable by the Council but no waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the terms or conditions of this Agreement 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 in respect thereof by the Owner

3. No person or company shall be liable for any breach of this Agreement unless it holds an interest in the Land in respect of which such breach occurs or held such an interest at the date of breach.

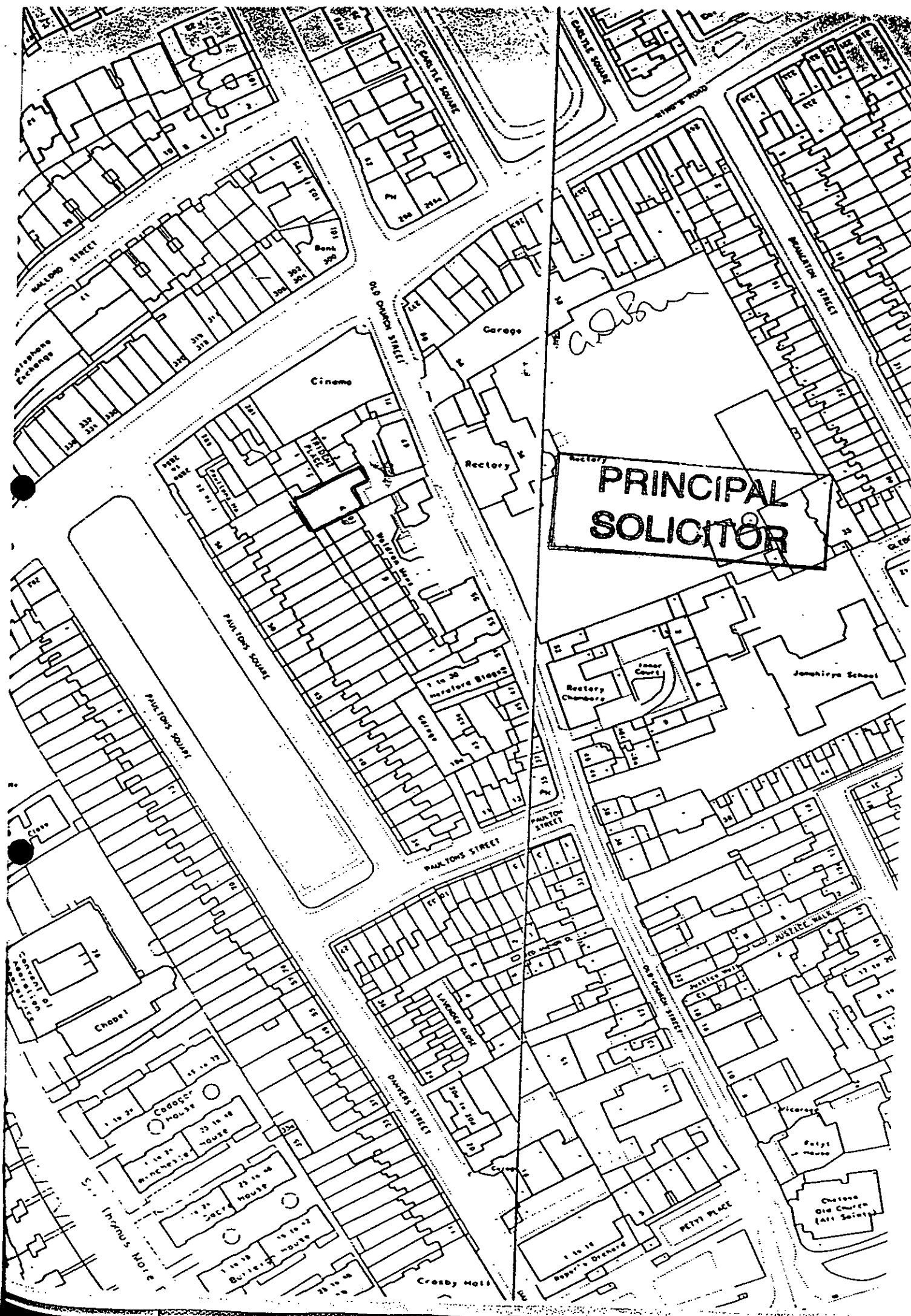
4. The provisions of this Agreement shall become binding upon the Land upon the implementation of the planning permission in response to the Application ("the Planning Permission")

5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other appropriate power or Authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof and this agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof

6. On completion of this Agreement the Owner shall pay the Council's reasonable legal costs for the preparation and completion of this Agreement

7. The Owner confirms that he has obtained all necessary permissions and consents required from any covenantee or any other person to his entering this Agreement

8. The Owner covenants with the Council as follows



**PRINCIPAL
SOLICITOR**

that the residential accommodation created pursuant to the planning permission granted in response to the application referred to in Recital 3 hereof shall only be occupied by tenants or licensees of a housing association registered with the Housing Corporation under the Housing Associations Act 1985 or a housing association registered as a "social landlord" under the Housing Act 1996 (together called "Housing Association")

PROVIDED ALWAYS (subject to Clause 9 hereof) and for the avoidance of doubt notwithstanding the terms of Clauses 1 and 4 of this Agreement shall not be binding upon any mortgagee or any receiver of such mortgagee or any persons deriving title under them ("the Mortgagee") in the event that the Mortgagee seeks to dispose of the Land pursuant to its power of sale exercised pursuant to default in the terms of the mortgage

9. In the event that such mortgagee or receiver wishes to exercise its power of sale it shall first use its reasonable endeavours to sell the Land to another Housing Association PROVIDED THAT if after a period of two months (having used all such reasonable endeavours as aforesaid) it shall not have sold the Land to another Housing Association the Mortgagee shall thenceforth be under no further obligation to sell the Land to a Housing Association and shall be entitled to exercise its powers of sale free of any restrictions whatsoever hereunder

10. The Council undertakes following the completion of this Agreement to issue the Planning Permission in the form annexed hereto subject to the conditions restrictions provisions and other matters referred to herein

11. Where the context so requires:-

- (a) The singular includes the plural and vice versa and one gender includes all other genders
- (b) References to any party shall include the successors in title of that party
- (c) Where a party includes more than one person any obligations of that person shall be joint and several
- (d) References to any enactment includes any statutory provision amending

consolidating or replacing it

12. This Agreement shall only be delivered as a deed upon being dated

IN WITNESS of which the Parties have executed this planning obligation by agreement as a deed on the date first above written

047401

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

Q. B. W.
**PRINCIPAL
SOLICITOR**

THE COMMON SEAL of CADOGAN)
ESTATES LIMITED was hereunto)
affixed in the presence of:-)

[Handwritten signature]
[Handwritten signature]



DATED 27th September 1996

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

- and -

CADOGAN ESTATES LIMITED

~~Draft~~

AGREEMENT

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

Re: 65 Old Church Street London SW3

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

My Ref: BR/PDEV-9927/ms

Tel: 0171-361 2617

①

THIS PLANNING OBLIGATION BY AGREEMENT is dated the 20th day of December One

thousand nine hundred and ninety-six 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)

CADOGAN ESTATES LIMITED of 18 Cadogan Gardens London SW3 2RP ("the Company")

(3) CHARLES GERALD JOHN CADOGAN (commonly called Viscount Chelsea) of 18 Cadogan Gardens London SW3 2RP ("the Owner")

WHEREAS

(1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land known as 166-172 Sloane Street London SW1 ("the First Land") and the land known as 65 Old Church Street London SW3 ("the Second Land") (shown for identification purposes outlined in red on the plans attached hereto) is situated

(2) The Owner as the trustee for the Company has the freehold interest in the First Land which is as to part unregistered and as to the balance registered of H.M. Land Registry under Title No. BGL14308 and the Company has the freehold interest in the Second Land registered at H.M. Land Registry under Title No. NGL593557

(3) On 11 August 1995 revised 21 December 1995 and 1 April 1996 the Company submitted a planning application reference no TP/95/1800 ("the First Application") to the Council for permission to develop the First Land by demolition of existing buildings behind a retained facade and construction of retail floor space on basement, ground and first floors and office floor space on second third and fourth floors and ancillary servicing and electrical substation ("the Development") and planning permission was granted on 14th October 1996 ("the First Planning Permission")

(4) On 20 December 1995 revised on 26 March 1996 and 1 April 1996 the Company submitted an application reference no TP/96/0006 ("the Second Application") to the Council for permission to develop the Second Land by refurbishment of the property and change of use from

the existing office use to seven residential units and carparking including related demolition and conversion works and works of alteration and planning permission was granted on 14th October 1996 ("the Second Planning Permission")

(5) In relation to the First Land and to the implementation of the First Planning Permission and the Second Planning Permission the Council and the Company and the Owner entered into a Planning Obligation by Agreement dated 27th September 1996 ("the Original Agreement") and in clause 8 of the Original Agreement the Owner and the Company jointly and severally covenanted with the Council "not to occupy the First Land for office purposes until the Second Land is ready and available for residential occupation pursuant to the Second Planning Permission to the reasonable satisfaction of the Executive Director of Planning and Conservation for the time being" and the terms First Land Second Land and Second Planning Permission have the same meaning in this Agreement as the Original Agreement

(6) On 6th August 1996 revised on 3rd October 1996 Minster Square Limited submitted an application reference no. TP/96/1750 to the Council for permission to develop the Second Land by demolition of the property and change of use from the existing office use to four residential dwellings and car parking and planning permission was issued on 12 December 1996 ("the Third Planning Permission")

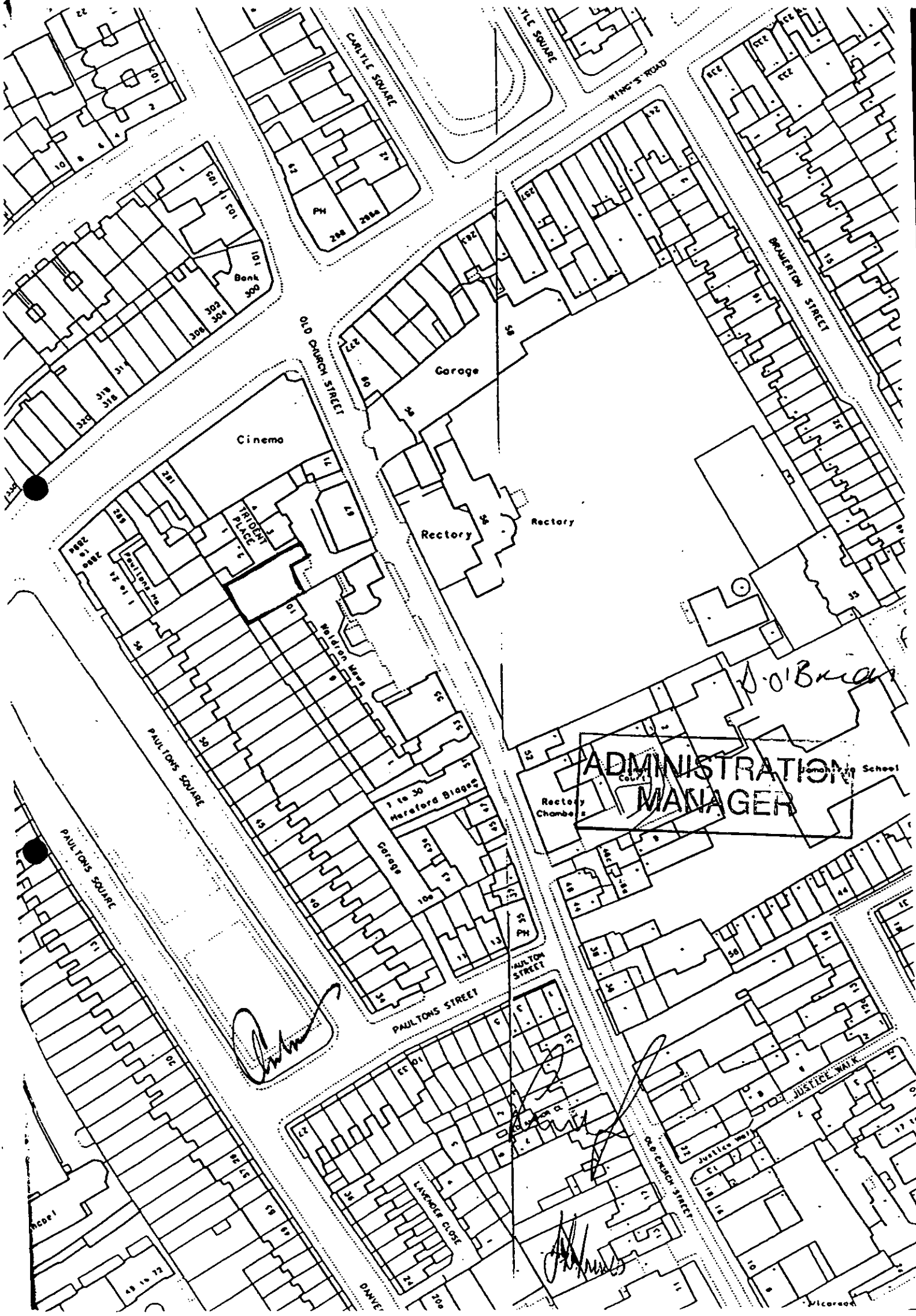
(7) The Council is a local authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions

(8) The Council is satisfied that the Development is such as may be approved by the Council under the Act subject to the Owner and the Company first entering into this Agreement

(9) The Owner and the Company has therefore agreed to enter into this Agreement in order to secure the Council's objectives

NOW IT IS AGREED as follows:-

1. This Planning Obligation by agreement is made pursuant to
 - (a) Section 106 of the Act



J.O'Brien

ADMINISTRATION
MANAGER

Cinema

Garage

Rectory

Rectory

1 to 30
Herford Block

Rectory
Chambers

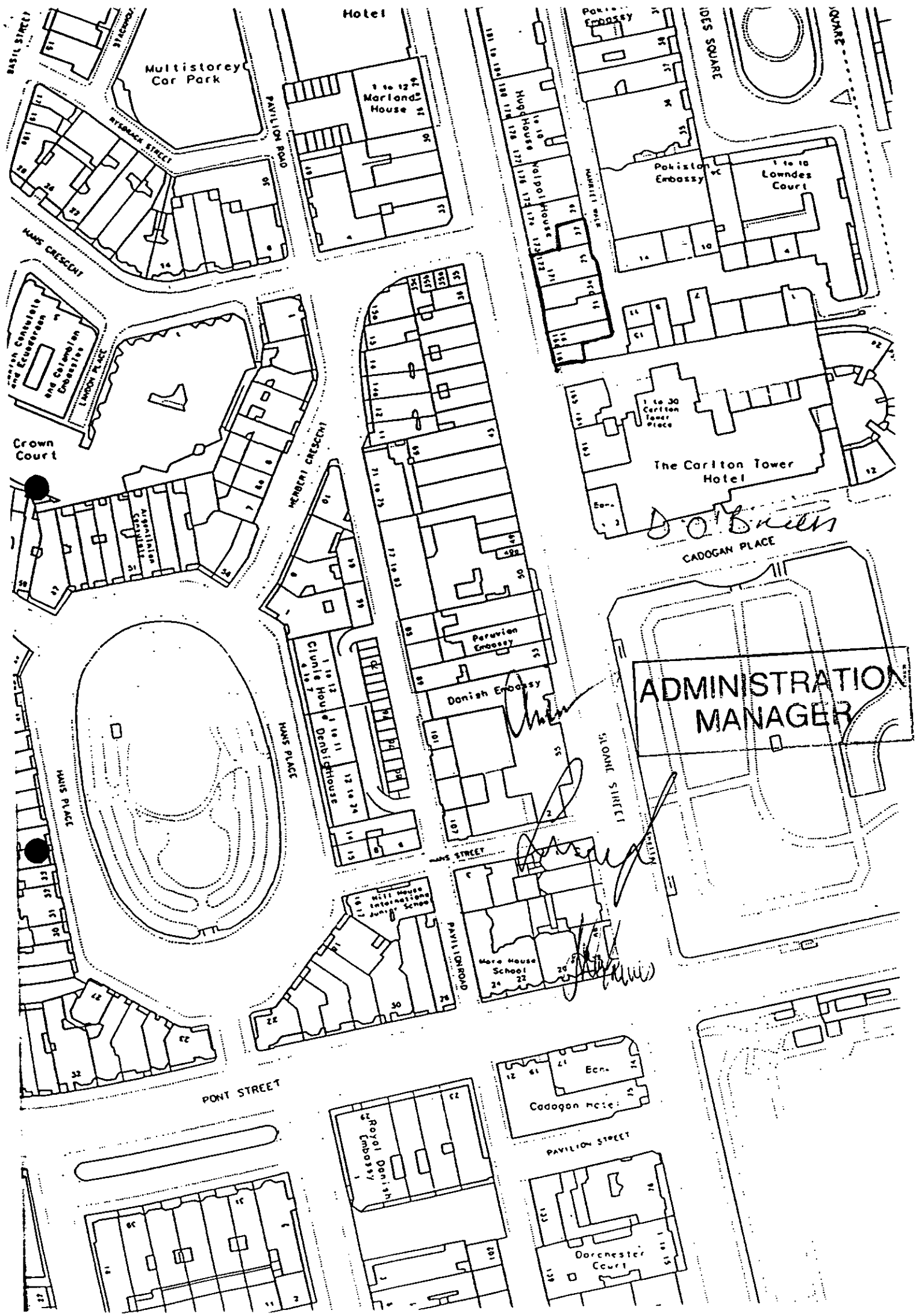
JUSTICE HALL

Primary School

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Multistorey Car Park

Hotel

1 to 12 Marlond House

Pakistan Embassy

1055 SQUARE

1 to 10 Lowndes Court

Pakistan Embassy

1 to 30 Carlton Tower Place

The Carlton Tower Hotel

CADOGAN PLACE

ADMINISTRATION MANAGER

SLOANE STREET

HANS STREET

PAVILION ROAD

Cadogan Hotel

PAVILION STREET

Dorchester Court

PONT STREET

Royal Danish Embassy

BASIL STREET

STAGGERS STREET

PAVILION ROAD

HANS CRESCENT

LONDON PLACE

MERBERT CRESCENT

HANS PLACE

HANS PLACE

Crown Court

South Concourse and Classroom and Childrens Dressing

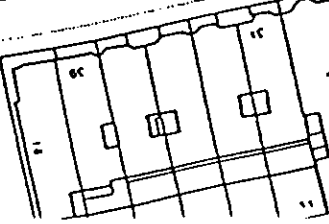
Peruvian Embassy

Danish Embassy

1 to 13 Clunle House Danish House

Mare House School

Mill Haven International Junior School



(b) Section 111 of the Local Government Act 1972 and

(c) Section 16 of the Greater London Council (General Powers) Act 1974

to the intent that (save as hereinafter provided) it shall bind the Owner and the Company and their successors in title to each and every part of the First Land and Second Land and their assigns as provided in these sections

2. This Agreement shall be enforceable by the Council but no waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the terms or conditions of this Agreement 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 in respect thereof by the Owner and the Company

3. No person or company shall be liable for any breach of this Agreement unless it holds an interest in the First Land in respect of which such breach occurs or held such an interest at the date of breach

4. The provisions of this Agreement shall become binding upon the First Land upon the implementation of the First Planning Permission

5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other appropriate power or Authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof and this agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof

6. On completion of this Agreement the Owner shall pay the Council's reasonable legal costs for the preparation and completion of this Agreement

7. The Owner and the Company confirm that they have obtained all necessary permissions and consents required from any covenantor or any other person to his entering this Agreement

8. The Owner and the Company jointly and severally covenant with the Council:-

not to occupy the First Land for office purposes until the Second Land is ready and available for residential occupation pursuant either to the Second Planning Permission or the Third Planning Permission in either case to the reasonable satisfaction of the Executive Director of Planning and Conservation for the time being

9. Upon completion of this Agreement the Original Agreement shall immediately determine and cease to have effect and as soon as reasonably possible following completion of this Agreement the Council will remove from the local land charges register references to the Original Agreement

10. Where the context so requires:-

- (a) The singular includes the plural and vice versa and one gender includes all other genders
- (b) References to any party shall include the successors in title of that party
- (c) Where a party includes more than one person any obligations of that person shall be joint and several
- (d) References to any enactment includes any statutory provision amending consolidating or replacing it

11. This Agreement shall only be delivered as a deed upon being dated

IN WITNESS of which the Parties have executed this planning obligation by agreement as a deed on the date first above written

04/08/01

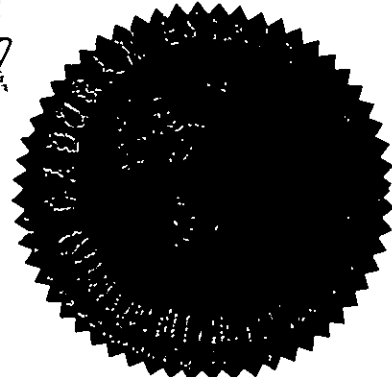
THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed)
in the presence of:-)

D. O'Brien

ADMINISTRATION
MANAGER

THE COMMON SEAL of CADOGAN)
ESTATES LIMITED was hereunto)
affixed in the presence of:-)

[Signature]
4
[Signature]



SIGNED as a DEED and DELIVERED)
by the said CHARLES GERALD)
JOHN CADOGAN)
in the presence of:-)



~~John~~ Wizzard
18 Cadogan Gardens
London SW3 2RP

DATED 20th December 1996

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

- and -

CADOGAN ESTATES LIMITED

- and -

CHARLES GERALD JOHN CADOGAN

AGREEMENT

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

Re: 166-172 Sloane Street London SW1

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

My Ref: BR/PDEV/ms

Tel: 0171-361 2617