

DATED 3rd March 2003

Authority for Sealing	PLANNING & ENVIRONMENT
Ministers Consent	COMMITTEE 13/3/01
Consent of	Date ☒ obtained
Not required	DATE
Passed	28/2/03
Legal Division	OFFICERS INITIALS
L.L.C. Section notified (if applicable)	EXL
File No.	DEV2.49631.6XL

BETWEEN:

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET

- and -

MEDWORTH INVESTMENTS LIMITED
(Co Regn No. Isle of Man 61588)

- and -

FIBI BANK (UK) PLC
(Co Regn No. 01536428)

AGREEMENT

made pursuant to Section 106 of the Town and Country Planning Act 1990 and associated powers relating to the development of land at 17-21 Ravenscroft Avenue, London NW11 and 12 Wentworth Road, London NW11

J E Lustig LLB (Hons)
Borough Solicitor
Town Hall
The Burroughs
Hendon
London NW4 4BG
Tel: 020 8359 6148
Fax: 020 8359 2680

DEV2.49631.GXL.mc

FOLDER 29/320

AN AGREEMENT dated 3rd March 2003 made BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET ("the Council") of the Town Hall The Burroughs NW4 (2) MEDWORTH INVESTMENTS LIMITED (Co Regn No. Isle of Man 61588) ("the Owner") whose registered office is situate at Peregrine House Peel Road Douglas Isle of Man IM1 5EH and (3) FIBI BANK (UK) PLC (Co Regn No. 01536428) ("the Mortgagee") whose registered office is situate at 24 Creechurch Lane, London EC3A 5JX

WHEREAS:-

A. The Owner has the freehold interest in the Land registered at H.M. Land Registry under Title Nos NGL366695 MX432829 NGL150575 NGL241079

B. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Land is situated

C. On the 1 December 2000 MJP Properties Limited applied to the Council for full planning permission under reference No. C04578Q/00 to develop the Land by a Development comprising the conversion of the former nursing home into 15 self contained flats involving roof extensions to 12 Wentworth Road demolition of outbuildings provision of 11 car parking spaces landscaping and widening of vehicular access to Wentworth Road

D. At a meeting of the Council's Finchley and Golders Green Area Planning Subcommittee held on 13 March 2001 it was resolved that subject to the completion of this Agreement the Permission should be granted subject to Conditions

E. The Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this

BSE

BARNET LB

GREEN

p.p. VERIS SECRETARIAL LIMITED



Agreement will facilitate be conducive to and be incidental to the Council's functions

F. The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating development in the manner hereinafter appearing and the parties hereto have accordingly agreed to enter into this Agreement

NOW IT IS AGREED as follows:

1. Interpretation
- 1.1 In this Agreement unless the context otherwise requires:
 - '1990 Act' means the Town and Country Planning Act 1990 (as amended)
 - 'Application' means the application for full planning permission dated 1 December 2000 submitted to the Council and bearing reference number C04578Q/00
 - 'Contribution' means the commuted sum of £9, 200 for the provision of Education Facilities within the Borough in order to meet increased demand for such facilities as a result of occupation of the Development
 - 'Development' means that development permitted by the Permission
 - 'Education Facilities' includes the purchase of any land the provision of any school buildings or adaptations or additions to buildings at any nursery primary or secondary schools with the London Borough of Barnet the provision of furniture and fitting out costs professional fees (including feasibility studies) in connection with such provision and includes any facilities of a similar type or nature

'Index' means the "all items" Retail Prices Index published by the Office for National Statistics or any successor ministry department or organisation or (if such Index is at the relevant time no longer published) such other comparable Index or basis for indexation as the parties may agree

'Index-Linked' means the product (if any) of the amount of the Contribution payable under this Agreement multiplied by A and divided by B where "A" is the most recently published figure for the Index prior to the date of the payment of any such contribution and "B" is the most recently published figure for the Index at the date of the Agreement

'Land' means the land edged red on the Site Plan and described in The Schedule

'Permission' means planning permission granted pursuant to the Application together with any modification made thereto with the consent of the parties to this Agreement

'Site Plan' means the plan annexed to this Agreement

1.2 Where the context so requires:

- (a) the singular includes the plural;
- (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 party shall be joint and several;
- (d) references to clauses and schedules are references to clauses in and schedules to this Agreement; and
- (e) save as otherwise provided in this Agreement any approval in writing or consent to be given by the Council under this Agreement shall not be unreasonably withheld or delayed

2. Legal Effect

- 2.1 This Agreement is made pursuant to Section 106 of the 1990 Act and Section 111 of the Local Government Act 1972 to the intent that it shall bind the Owner and his successors in title to each and every part of the Land and his assigns as provided in those sections
- 2.2 The covenants hereinafter contained are planning obligations for the purposes of Section 106 of the 1990 Act
- 2.3 The Council is the local planning authority by whom the obligations are enforceable
- 2.4 No person or company shall be liable for any breach of this Agreement unless he or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach
- 2.5 This Agreement shall take effect when the permission has been granted and implemented by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act
- 2.6 For the purposes of determining whether or not a material operation has been carried out there shall be disregarded such operations as archaeological investigation demolition site clearance site preparation diversion and laying of services the erection of fences and hoardings and construction of access or service roads
- 2.7 If the Permission expires within the meaning of Section 91 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title this Agreement shall cease to have effect

2.8 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission granted by the Council or by the Secretary of State on appeal or reference to him after the date of this Agreement

2.9 The Owner shall pay the Council's reasonable costs for the preparation and completion of this Agreement

3. Covenants

3.1 The Owner covenants with the Council to pay the Contribution in its entirety to the Council (Index Linked as above) within 28 days of implementation of the Permission as defined by Section 56 of the 1990 Act

3.2 The Owner covenants with the Council to give not less than 14 days prior written notification to the Council's Chief Planner Development Control (or such other officer as may be advised to the Owner) at Barnet House 1255 High Road Whetstone N20 of the intended date of implementation of the Permission

3.3 The Council covenants with the Owner to use the Contribution (Index Linked as above) and any interest accrued thereon for the purpose set out in the interpretation clause of this Agreement and to refund to the Owner any portion of the Contribution remaining uncommitted on the fifth anniversary of completion of the Development together with interest thereon at the rate from time to time prescribed under Section 32 of the Land Compensation Act 1961

4. Consent of the Mortgagee

The Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date of the Agreement the Land shall be bound by the restrictions and obligations contained herein.

5. Indemnity

The Owner hereby covenants to indemnify the Mortgagee in respect of any liabilities actions demands proceedings costs and expenses arising directly or indirectly as a result of having entered into this Agreement

7. Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force

IN WITNESS of which the parties have signed and sealed this Agreement as a Deed on the date first written above

THE SCHEDULE

(The Land)

- 17 Ravenscroft Avenue, London, NW11 under HM Registry Title No NGL366695 and
- 19 Ravenscroft Avenue, London, NW11 under HM Registry Title No MX432829 and
- 21 Ravenscroft Avenue, London, NW11 under HM Registry Title No NGL150575 and
- 12 Wentworth Road, London, NW11 under HM Land Registry Title No NGL241079

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF BARNET was hereunto)
affixed in the presence of:-



Mayor



Borough Solicitor
Please also sign plan.

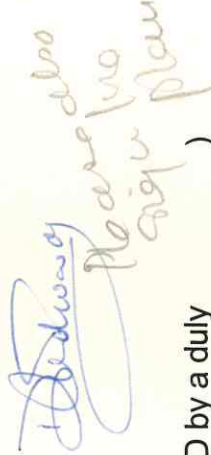
No. IN SEAL
REGISTER
23/7/03

THE COMMON SEAL of MEDWORTH)
INVESTMENTS LIMITED (Co Regn)
No. 61588) was hereunto affixed)
in the presence of:-



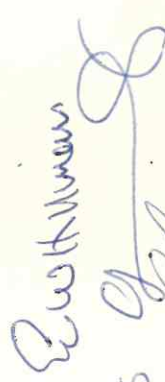
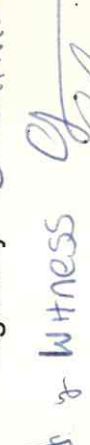
Director

p.p. VERIS SECRETARIAL LIMITED



Secretary
Please also sign plan

SIGNED as a DEED by a duly
authorised Signatory for and on
behalf of FIBI BANK (UK) PLC
(Co Regn No. 01536428)

Signatory 
2 Witnesses  CARE LINDSAY WILKINSON
1 Signatory -Witness
2 Witnesses  CARE LINDSAY WILKINSON