



DATED: 30 / 12 / 2014

Ref: LS/2051.420/RM

LIVERPOOL CITY COUNCIL

And

ALTAHIR LIMITED

And

HAMID AL-TAHIR

S.106 Agreement

RE: Planning Application Ref: 12F/2870
1-18 Wellington Street, Liverpool L19 2LX

J McLoughlin
City Solicitor
Liverpool City Council

THIS DEED is made the 30th day DECEMBER 2014

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")

2. Altahir Limited (Co. Regn No. 9196102) whose registered office is at 7 Astha Court, Kings Avenue, Greenford UB6 9FG ("The Owner")

3. Hamid Al-Tahir of 7 Astha Court, Kings Avenue, Greenford UB6 9FG ("The Freeholder")

RECITALS

- 1 The Council is the Local Planning Authority for the purposes of this Deed for the area in which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The Owner is the Owner of leases of the Land.
- 3 The Freeholder is the owner in fee simple in possession of the Land.
- 4 The Owner's predecessors in title have by application referenced 12F/2870 ("the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").
- 5 The Council has decided to grant permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which the planning permission for the Development would not have been granted.

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as follows:

1. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule
2. The Owners covenant to perform the obligations or activities specified in the Fourth Schedule
3. The Freeholder covenants with the Council to observe the restrictions specified in the Third Schedule and hereby consents to the execution of this Deed and acknowledges that subject as herein provided the Land shall be bound by the restrictions and obligations contained in the Third and Fourth Schedules hereto
4. It is agreed and declared as follows:

4.1. The expression "the Council", "the Owner" and "the Freeholder" shall include their successors in title and assigns.

4.2. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

4.3. The covenants contained in this Agreement shall take effect upon the date of this Agreement.

4.4. Words denoting an obligation on the Owner to do any act, matter or thing include an obligation to procure that it be done and words placing the Owner under a restriction include an obligation not to cause or permit or suffer any infringement of the restriction.

4.5. If the permission granted pursuant to the Planning Application shall expire before the development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

4.6. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.

4.7. The Council will upon the written request of the Owner at any time after the obligations of the Owner under the Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

4.8. This Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof these presents have been duly executed as a Deed by the Parties hereto the day and year first before written

FIRST SCHEDULE

"The Land"

1-18 Wellington Street, Liverpool L19 2LX registered at the Land Registry with title number MS575061 and MS486402 and shown edged in thick black on the attached plan.

SECOND SCHEDULE

"The Development"

Use of former community centre as 15 apartments with associated works

THIRD SCHEDULE

Restriction

The Development shall not be occupied until the owner has performed the obligations or activities specified in the Fourth Schedule.

"Occupied" means occupied for the uses permitted by the planning permission granted by the Council pursuant to the Planning Application, but not including occupation by persons engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupation" shall be construed accordingly.

FOURTH SCHEDULE

Owner Obligations

- 1 The Owner shall pay to the Council the Commuted Sum in lieu of on-site provision of open space by the Development at the Land.
- 2 The Owner shall pay to the Council the Street Tree Sum in respect of the provision and maintenance of street trees in the vicinity of the Land.
- 3 The Owner shall pay to the Council the Public Art Contribution.
- 4 The Owner shall pay to the Council upon the signing of this agreement the sum of £1000.00 (ONE THOUSAND POUNDS) for the Council's Legal Department's costs in preparation, execution and monitoring thereof.
- 5 The Owner shall pay to the Council upon the signing of this agreement the sum of £753.75 (SEVEN HUNDRED AND FIFTY-THREE POUNDS AND SEVENTY-FIVE PENCE) for the Council's Planning Department's costs in preparation, execution and monitoring thereof.

- 6 The Owner shall give immediate written notice of any change in Ownership of the interests in the site before all the obligations have been discharged so that the local authority can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the site or unit to which the interest applies.
- 7 The owner shall give 14 days written notice to the Council before the Development is occupied.

"Committed Sum" means the amount of £15,000.00 (FIFTEEN THOUSAND POUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£15,000.00 multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this agreement

"Index" means the all items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor, Ministry or Department

"Public Art Contribution" means the amount of £753.75 (SEVEN HUNDRED AND FIFTY-THREE POUNDS AND SEVENTY-FIVE PENCE) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£753.75 multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this agreement

"Street Tree Sum" means the amount of £12,000.00 (TWELVE THOUSAND POUNDS) if paid within one year after the date of this agreement or the amount as calculated in accordance with the following formula:

£12,000.00 multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this agreement.

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Liverpool City Council, 100018351, 2014

Scale: 1:1,250

PLANNING & BUILDING CONTROL SERVICE

Application Site

Application: 12F/2870

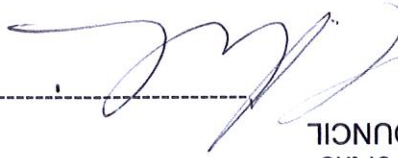
Address: 1-18 Wellington Street,
Liverpool 19.

Date: September 2014

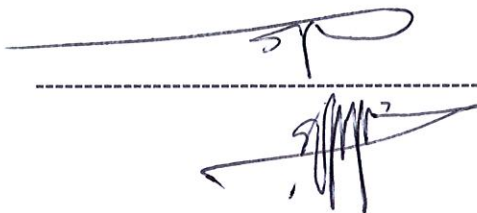


THE COMMON SEAL of the
LIVERPOOL CITY COUNCIL
was hereunto affixed:-

Assistant City Solicitor



Executed by HAMID AL-TAHIR
in the presence of MR ALI ABBAS



Witness name MR ALI ABBAS
Witness address 19 BOYCROFT AVENUE
KINGSBURY, LONDON
NW9 8AH.

THE COMMON SEAL of
ALTAHIR LIMITED
hereunto affixed in the
presence of: MR ALI ABBAS



Director

Secretary