

DATED 18 DECEMBER 2024

(1) MATTEO CARACCIA

and

(2) METRO BANK PLC

and

(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**

relating to land known as

**UPPER FLAT, 28 CHARLOTTE STREET, LONDON W1T 2NF**

pursuant to

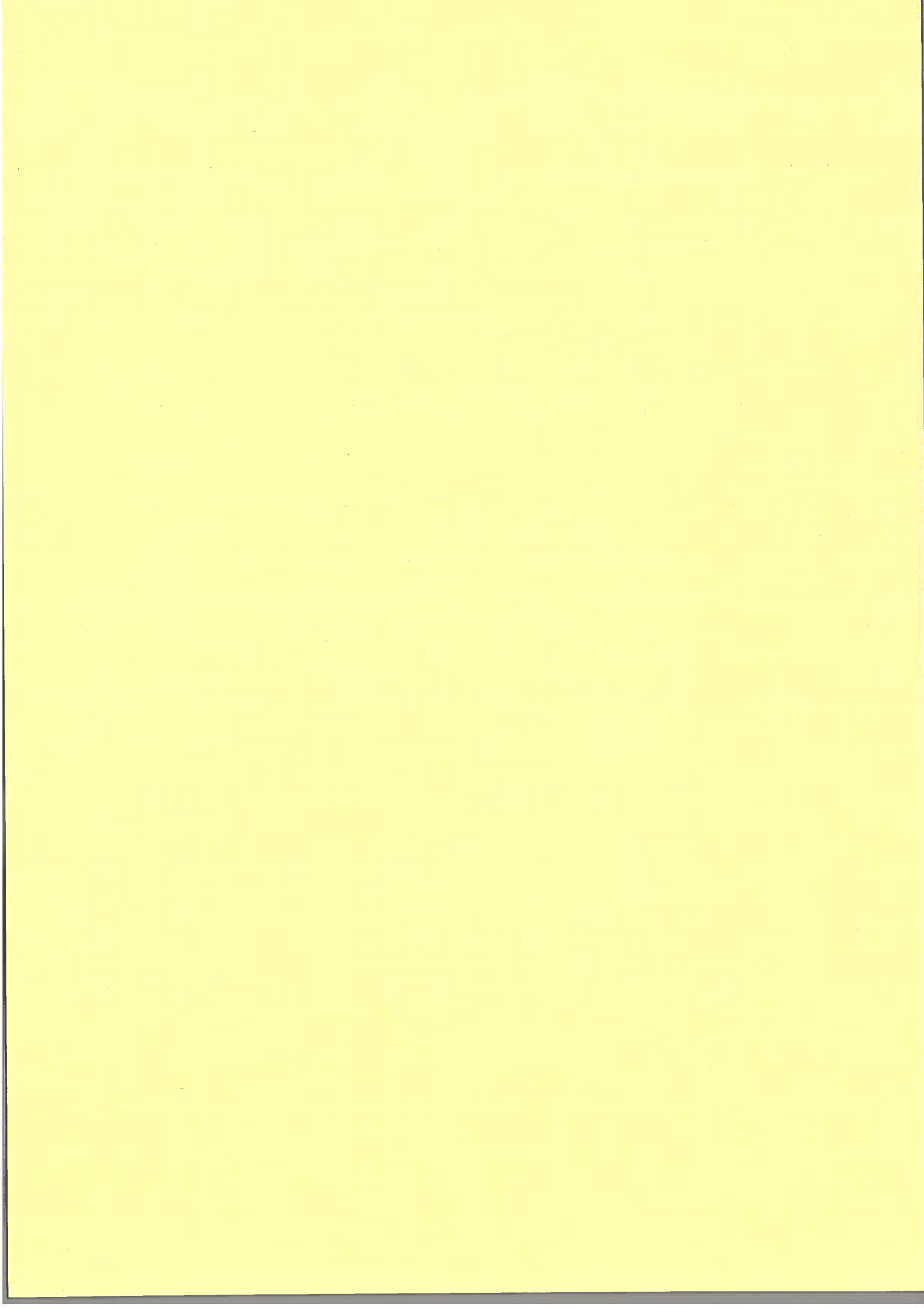
**Section 106 of the Town and Country Planning Act 1990 (as amended);  
s278 of the Highways Act 1980**

**Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011**

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680

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CLS/COM/HM/1800.2772  
FINAL s106



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## **SCHEDULES**

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THIS AGREEMENT is made the

18<sup>th</sup>

day of

DECEMBER 2024

**BETWEEN:**

- A. **MATTEO CARACCIA** of 28 Charlotte Street, London W1T 2NF ((hereinafter called "the Freeholder and the Leaseholder") of the first part
- B. **METRO BANK PLC** (Co. Regn. No. 6419578) whose registered office is at One Southampton Row, London WC1B 5HA (hereinafter called "the Mortgagee") of the second part
- C. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 394398 subject to a charge to the Mortgagee.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leaseholder proprietor with Title absolute of the Property under Title Number NGL895417 subject to a charge to the Mortgagee.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 02 November 2022 and the Council resolved to grant permission conditionally under reference number 2022/4794/P subject to the conclusion of this legal Agreement.
- 1.7 The Application for Listed Building Consent for the Development was submitted to the Council and validated on 02 November 2022 under reference number 2023/0106/L.
- 1.8 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.
- 1.9 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.11 The Mortgagee as mortgagee under a legal charge registered under Title Number 394398 and dated 12 April 2018 and Title Number NGL895417 and dated 12 April 2018 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)
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2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Application for Listed Building Consent"	an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 02 November 2022 for which a resolution to grant consent has been passed
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.5	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures</p>

		<p>on the Property and the building out of the Development;</p> <p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a</p>
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		mechanism for monitoring and reviewing as required from time to time
2.6	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,194.00 (four thousand one hundred and ninety 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 review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.7	"the Construction Management Plan Bond"	the sum of £8,000.00 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.2
2.8	"the Construction Phase"	the whole period between  (a) the Implementation Date; and  (b) the date of issue of the Certificate of Practical Completion
2.9	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.10	"the Development"	partial mansard roof to front to enclose sides of existing roof terrace; new skylight in main roof; replacement windows at roof level; excavation of basement below existing rear extension (studio);



		<p>replacement roof above rear extension (studio); removal of wastepipes from front elevation as shown on drawing numbers:-  28CS(00)A00; 28CS(00)A01;  28CS(00)A02; 28CS(00)A03;  28CS(00)A04; 28CS(00)A05;  28CS(00)A06; 28CS(10)A01;  28CS(10)A02; 28CS(10)A03;  28CS(10)A04; 28CS(10)A05;  28CS(10)A06; 28CS(20)A01;  28CS(20)A02; 28CS(20)A03;  28CS(20)A04; 28CS(20)A05;  28CS(20)A06; Planning and Heritage Statement (Montagu Evans), dated November 2022; Design and Access Statement (Montagu Evans), dated 28/10/2022; Archaeological Desk Based Assessment (rps), dated April 2022; Basement Impact Assessment Rev1.03, (4 Soils Limited), dated September 2023; Structural Methodology Statement (rodrigues associates), dated October 2023</p>
2.11	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.12	"the Highways Contribution"	the sum of £7,305 (seven thousand three hundred and five 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 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>(a) repave the footway directly adjacent to the site and repair any other damage to the public highway in the general vicinity of the site;</p> <p>(b) any other works the Council acting reasonably requires as a direct result 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 undertakers works and excludes any statutory undertakers costs</p>
2.13	"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
2.14	"the Listed Building Consent"	a listed building consent under reference number 2023/0106/L
2.15	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.16	"the Parties"	mean the Council the Owner and the Mortgagee
2.17	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 02 November 2022 for which a resolution to grant permission has been passed conditionally

		under reference number 2022/4794/P subject to conclusion of this Agreement
2.18	"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
2.19	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.20	"the Property"	the land known as Upper Flat, 28 Charlotte Street, London W1T 2NF the same as shown shaded grey on the plan annexed hereto
2.21	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense

3. **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 is also made in pursuance of Section 278 of the Highways Act 1980, Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 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 of 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 Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 CONSTRUCTION MANAGEMENT PLAN**

###### **4.1.1 On or prior to the Implementation Date to:**

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction Management Plan.

###### **4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:**

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

#### **4.2 CONSTRUCTION MANAGEMENT PLAN BOND**

4.2.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.2.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.2.4 The Owner must once notified by the Council in accordance with Clause 4.2.3 acknowledge the notice within 24 hours of being notified and:

- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.2.5 In the event the Owner does not comply with the obligations in 4.2.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.2.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

4.2.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.2.5.

### **4.3 HIGHWAYS CONTRIBUTION**

4.3.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council will, at Owner's request, provide to

the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.5 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 amount of the excess.

4.3.6 If the Certified Sum is less than the Highway Contribution then the Council shall within thirty days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2022/4794/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 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) 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 plan relates quoting the Planning Permission reference 2022/4794/P.
- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2022/4794/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 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.
- 5.9 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 AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.10 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, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2022/4794/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 and its monitoring fees 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 this Agreement shall forthwith determine and cease to have effect.

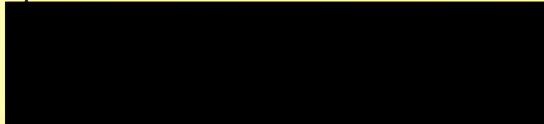
7. **MORTGAGEE EXEMPTION**

- 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.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part 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  
MATTEO CARACCIA )  
in the presence of: )



.....  
Witness Signature

Witness Name:

Address: König Michael  
Occupation: Schubertgasse 48  
ENGINEER 3051 St. Christopher

EXECUTED AS A DEED BY  
METRO BANK PLC )  
by )  
in the presence of: )

.....

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activities.

The second part of the document provides a detailed breakdown of the accounting process. It starts with the identification of the accounting cycle, which consists of eight steps: identifying the accounting cycle, analyzing and journalizing the transactions, posting to the ledger, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books. Each step is explained in detail, with examples and practical advice.

The third part of the document focuses on the preparation of financial statements. It covers the balance sheet, the income statement, and the statement of owner's equity. It explains how these statements are derived from the accounting records and how they provide a comprehensive view of the company's financial health.

The fourth part of the document discusses the importance of internal controls. It outlines various control procedures, such as segregation of duties, authorization, and documentation, which are essential for preventing errors and fraud. It also discusses the role of the auditor in verifying the accuracy of the financial statements.

The fifth part of the document covers the final steps of the accounting process, including the closing of the books and the preparation of the final financial statements. It explains how the temporary accounts are closed to the permanent accounts and how the final financial statements are prepared and presented.

unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

**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  
MATTEO CARACCIA  
in the presence of:~~

~~.....  
Witness Signature~~

~~Witness Name:~~

~~Address:~~

~~Occupation:~~

EXECUTED AS A DEED BY  
METRO BANK PLC  
by  
In the presence of:-

MANISHA MUSTRY

ONE SOUTHAMPTON Row, LONDON WC1B 5HA.

EXTRACT OF THE METRO BANK PLC POWER OF ATTORNEY DATED 18 APRIL 2024

Metro Bank PLC ("the Bank) appoints:

FULL NAME	EMPLOYEE NUMBER	AUTHORISATION
BENSON ADISI-TAKYI	12692	D

to be the lawful Attorneys of the Bank and in our name and on our behalf to, under his or her sole signature and in accordance with the limits specified in Schedule 1, execute and deliver as deeds or sign any or all of the following documentation (or as identified in Schedule 1):

- (a) Debentures, mortgages or legal charges, charges, liens, guarantees, indemnities and/or other security to be granted in favour of the Bank;
- (b) Waivers, Intercreditor and priority agreements and/or acknowledgements from the holders of securities over the assets of those suppliers of goods or services who are clients of the Bank and/or guarantors and/or indemnifiers;
- (c) Deeds of release (full and/or partial) of Debentures, Mortgages (including Land Registry form DS1/3 – Cancellation of entries relating to a registered charge and any other similar such release forms), charges, liens, guarantees, indemnities and other security granted in favour of the Bank;
- (d) Novation agreements, deeds of assignment or other instruments of transfer;
- (e) Notices of intentions to appoint administrators as a holder of a qualifying floating charge, notice of appointment of administrators by a holder of a qualifying floating charge, deeds of appointment of administrative receivers and notices of appointment of administrative receivers (including Companies House Form LQ01 or similar);

(f) Any other documentation in association with or amending or varying any or all of the documentation referred to in (a) to (e), including but not limited to consents to lease and Section 106 agreements; and

(g) Building contracts, consultants appointments, collateral warranties (including sub-contractor warranties), parent company guarantees, performance bonds and deeds of variation including ancillary documents including rent reviews, licenses, and other documents that do not relate to interest in land, but excluding any binding contracts related to new property acquisitions, disposals or any other leases or freehold transactions.

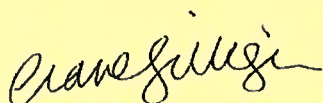
SCHEDULE 1

**AUTHORITY**

<b>LENDING</b>	<b>B Signatory</b>	<b>D Signatory</b>
Facility Agreements	£10m-£25m	Less than £10m
Deeds effecting the release of security	Unlimited	Unlimited
Other documentation or agreements including; security documentation, side letters and consents	Unlimited	Unlimited

Certified as a true and accurate extract of the METRO BANK PLC Power of Attorney dated 18

April 2024.



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Name: Clare Gilligan

Role: Company Secretary

Date: 12 November 2024



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
UPPER FLAT, 28 CHARLOTTE STREET, LONDON W1T 2NF

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

[Redacted Name] ...

Authorised Signatory

*J L Gordon*



unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

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** )  
**MATTEO CARACCIA** )  
**in the presence of:** )

.....  
**Witness Signature**

**Witness Name:**

**Address:**

**Occupation:**

**EXECUTED AS A DEED BY** )  
**METRO BANK PLC** )  
**by** )  
**in the presence of:-** )

.....

Schedule 1

Plan

# NORTHGATE SE GIS Print Template



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**Schedule 2**  
**Draft Planning Permission**



Application ref: 2022/4794/P  
Contact: Kate Henry  
Tel: 020 7974 3794  
Date: 4 November 2024

**Development Management**  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Montagu Evans  
70 St Mary Axe  
London  
EC3A 8BE

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**Upper Flat**  
**28 Charlotte Street**  
**London**  
**W1T 2NF**

**DECISION**  
Proposal: Partial mansard roof to front to enclose sides of existing roof terrace; new skylight in main roof; replacement windows at roof level; excavation of basement below existing rear extension (studio); replacement roof above rear extension (studio); removal of wastepipes from front elevation

Drawing Nos: 28CS(00)A00; 28CS(00)A01; 28CS(00)A02; 28CS(00)A03; 28CS(00)A04; 28CS(00)A05; 28CS(00)A06; 28CS(10)A01; 28CS(10)A02; 28CS(10)A03; 28CS(10)A04; 28CS(10)A05; 28CS(10)A06; 28CS(20)A01; 28CS(20)A02; 28CS(20)A03; 28CS(20)A04; 28CS(20)A05; 28CS(20)A06; Planning and Heritage Statement (Montagu Evans), dated November 2022; Design and Access Statement (Montagu Evans), dated 28/10/2022; Archaeological Desk Based Assessment (rps), dated April 2022; Basement Impact Assessment Rev1.03, (4 Soils Limited), dated September 2023; Structural Methodology Statement (rodrigues associates), dated October 2023.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

**Condition(s) and Reason(s):**

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 28CS(00)A00; 28CS(00)A01; 28CS(00)A02; 28CS(00)A03; 28CS(00)A04; 28CS(00)A05; 28CS(00)A06; 28CS(10)A01; 28CS(10)A02; 28CS(10)A03; 28CS(10)A04; 28CS(10)A05; 28CS(10)A06; 28CS(20)A01; 28CS(20)A02; 28CS(20)A03; 28CS(20)A04; 28CS(20)A05; 28CS(20)A06; Planning and Heritage Statement (Montagu Evans), dated November 2022; Design and Access Statement (Montagu Evans), dated 28/10/2022; Archaeological Desk Based Assessment (rps), dated April 2022; Basement Impact Assessment Rev1.03, (4 Soils Limited), dated September 2023; Structural Methodology Statement (rodrigues associates), dated October 2023.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of Policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of Policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment hereby approved, and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of Policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

**Informative(s):**

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](http://www.camden.gov.uk)) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

**Schedule 3  
Pro Forma  
Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**