

DATED 18 DECEMBER 2024

(1) 187 KENTISH TOWN LIMITED

and

(2) ECHO UK FINANCE LIMITED

and

(3) VABEL (KENTISH TOWN) LIMITED

and

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

A G R E E M E N T
relating to land known as

187 Kentish Town Road
London
Camden
NW1 8PD

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
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 3919

THIS AGREEMENT is made the

18th

day of

DECEMBER 2024

BETWEEN:

- A. **187 KENTISH TOWN LIMITED** (incorporated in Isle of Man) (Co. Regn. No. OE019413) whose registered office is at, Bridge Chambers, West Quay, Ramsay, Isle of Man, IM8 1DL (hereinafter called "the Owner") of the first part
- B. **ECHO UK FINANCE LIMITED** (Co. Regn. No. 06939070) whose registered office is at The 1812 Building Wheatley Park, Mirfield, England, WF14 8HE (hereinafter called "the First Mortgagee") of second part
- C. **VABEL (KENTISH TOWN) LIMITED** (Co. Regn. No. 11352368) whose registered office is at 18 Haverstock Hill, London, England, NW3 2BL (hereinafter called "Second Mortgagee") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL758286 subject to a charge to the First Mortgagee and to the Second Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14 February 2024 and the Council resolved to grant permission conditionally under reference number 2024/0601/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act 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.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL758286 and dated 3 May 2019 is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL758286 and dated 3 May 2019 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)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.4	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.5	"the Development"	change of ground floor use from Cinema (Sui Generis) to Flexible Use for Cinema (Sui Generis) / Class F.1 / Class F.2 / Class E as shown on drawing numbers:- KTR-VBL-XX-XX-DR-A-00.000 Rev P1; KTR-VBL-XX-XX-DR-A-01.100

		Rev P01 KTR-VBL-XX-XX-DR-A-03.100 Rev P01; Cover letter dated 28 June 2024; Planning statement (dated June 2024, prepared by Savills (UK) Limited); Marketing report (prepared by Savills, dated 14 June 2024); Email correspondence from Savills Planning dated 04/09/24; Letter from Savills re: marketing evidence dated 16/08/24
2.6	"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
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	means the Council the Owner the First Mortgagee and the Second Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 February 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/0601/P subject to conclusion of this Agreement
2.10	"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
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 187 Kentish Town Road London Camden NW1 8PD the same as shown shaded grey on the plan annexed hereto

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 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, 8 and 9 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not

be entitled (unless they are the holder² of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

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 2024/0601/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

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 First Mortgagee or the Second 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 First Mortgagee and the Second Mortgagee hereby consent to the completion of this Agreement and agree 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 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. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner and the First Mortgagee and the Second Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

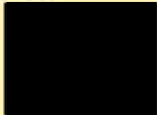
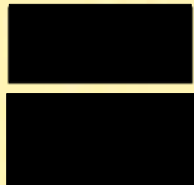
9. **RIGHTS OF THIRD PARTIES**

9.1 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 First Mortgagee and the Second Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
187 KENTISH TOWN LIMITED
in the presence of:**

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)
)



.....
Witness Signature

Witness Name: Nathan Kelly

Address: c/o Millennium House, Douglas, Isle of Man, IM2 4RW.

Occupation: Assistant Manager

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
187 KENTISH TOWN ROAD

EXECUTED AS A DEED BY
ECHO UK FINANCE LIMITED
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: JALYN ALEXANDER

Address: 24 GROVE RD, SHAWFORD, SO21 2DD

Occupation: CONSULTANT (SIA)

EXECUTED AS A DEED BY
VABEL (KENTISH TOWN) LIMITED
in the presence of:-

)
)
)

.....
Witness Signature

Witness Name:

Address:

Occupation:

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

)
)
)
)

.....
Authorised Signatory

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
187 KENTISH TOWN ROAD

~~EXECUTED AS A DEED BY
ECHO UK FINANCE LIMITED)
in the presence of:)~~

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
VABEL (KENTISH TOWN) LIMITED)
in the presence of:-)

.....
Witness Signature

Witness Name: LOLA MALLARDG

Address: 2a OUSELY ROAD SW12

Occupation: Executive Assistant

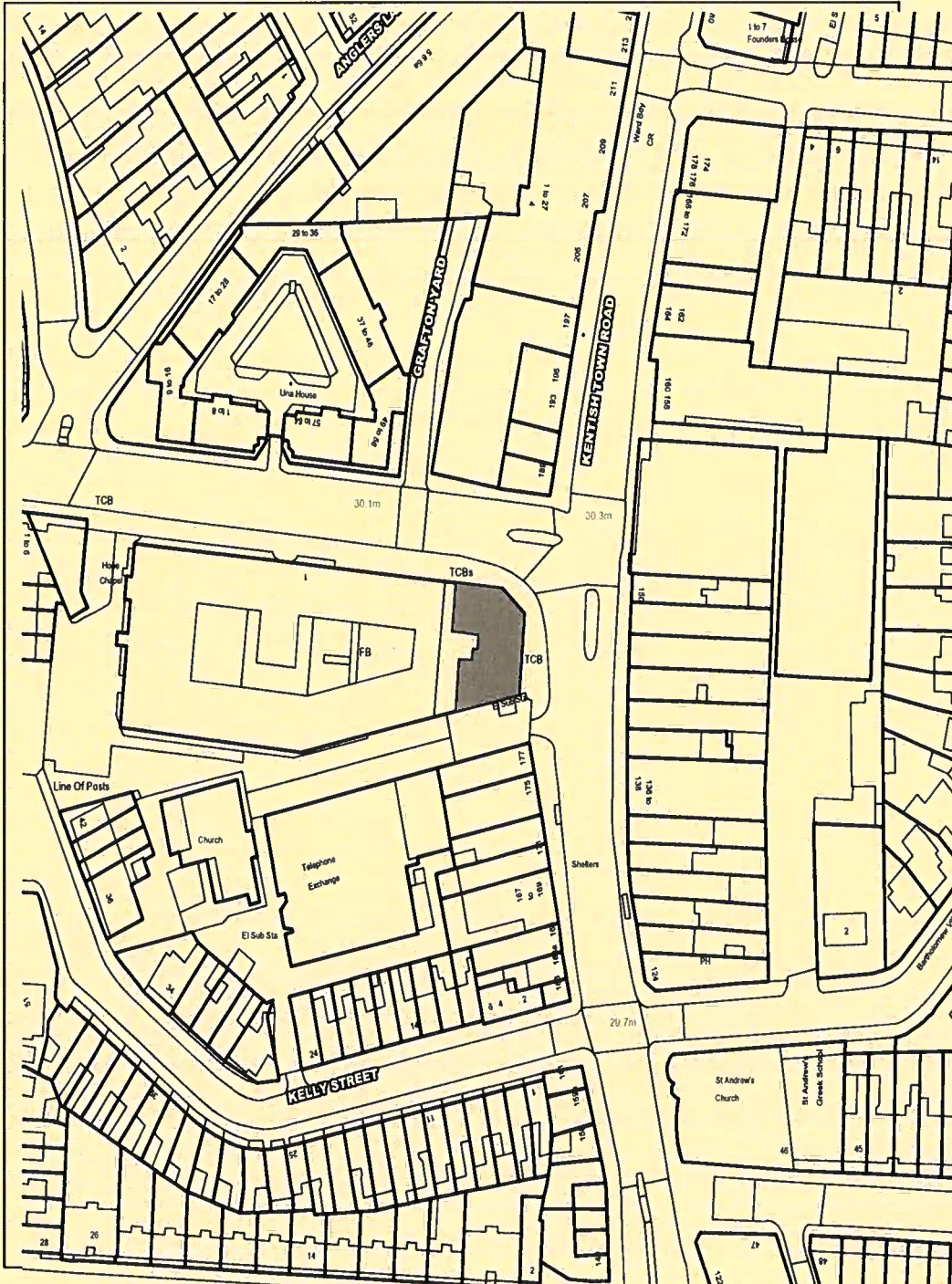
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory

JUDITH KNIGHT



THE FIRST SCHEDULE
THE PLAN
187 KENTISH TOWN ROAD



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**THE SECOND SCHEDULE
DRAFT PLANNING PERMISSION**



Application ref: 2024/0601/P
Contact: Kristina Smith
Tel: 020 7974 4986
Date: 28 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
www.camden.gov.uk/planning

Savills
33 Margaret Street
London
W1G 0JD
United Kingdom

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:
187 Kentish Town Road
London
Camden
NW1 8PD

Proposal:

DECISION
Change of ground floor use from Cinema (Sui Generis) to Flexible Use for Cinema (Sui Generis) / Class F.1 / Class F.2 / Class E

Drawing Nos: KTR-VBL-XX-XX-DR-A-00.000 Rev P1; KTR-VBL-XX-XX-DR-A-01.100 Rev P01 KTR-VBL-XX-XX-DR-A-03.100 Rev P01; Cover letter dated 28 June 2024; Planning statement (dated June 2024, prepared by Savills (UK) Limited); Marketing report (prepared by Savills, dated 14 June 2024); Email correspondence from Savills Planning dated 04/09/24; Letter from Savills re: marketing evidence dated 16/08/24

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:

KTR-VBL-XX-XX-DR-A-00.000 Rev P1; KTR-VBL-XX-XX-DR-A-01.100 Rev P01
KTR-VBL-XX-XX-DR-A-03.100 Rev P01; Cover letter dated 28 June 2024; Planning statement (dated June 2024, prepared by Savills (UK) Limited); Marketing report (prepared by Savills, dated 14 June 2024); Email correspondence from Savills Planning dated 04/09/24; Letter from Savills re: marketing evidence dated 16/08/24

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

- 3 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 or the Town and Country Planning (General Permitted Development) Order 2020 (or any orders revoking and re-enacting those orders with or without modification), the site shall not be used as 'financial and professional services' (Class E(c)) or as an office (Class E(g)(i))

Reason: To protect the function and character of the Town Centre in accordance with policies TC2 and TC4 of the 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) 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 the National Planning Policy Framework.

You can find advice about your rights of appeal at:

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

Yours faithfully

Supporting Communities Directorate