

DATED

20 December

2011

(1) EDVIN BRIONE, MARENGLÉN CANI and LEONARD CELA

and

(2) GREX LIMITED

and

(3) PRATAP JIVANDAS TANNA and NAYANTARA PRATAP TANNA

and

(4) NATIONAL WESTMINSTER BANK PLC

and

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

A G R E E M E N T

relating to land known as

108 – 110 Cricklewood Broadway, London, NW2 3EJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/DR/1685.1124

THIS AGREEMENT is made the twentieth day of December 2011

B E T W E E N:

1. **GREX LIMITED** (Co. Regn. No. 00394583) whose registered office is at 102 Cricklewood Broadway, London NW2 3EJ (hereinafter called "the First Owner") of the first part
2. **PRATAP JIVANDAS TANNA and NAYANTARA PRATAP TANNA** of 13 Sheaveshill Parade, Sheaveshill Avenue, London NW9 6RS (hereinafter called "the Second Owner") of the second part
2. **NATIONAL WESTMINSTER BANK** of P O Box 4641, 103 Colmore Row, Birmingham, B3 3NR (hereinafter called "the Mortgagee") of the third part
3. **EDVIN BRIONE, LEONARD CELA and MARENGLEN CANI** of 108 – 110 Cricklewood Broadway, London NW2 3EJ (hereinafter called the "Applicant") of the fourth part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part
1. **WHEREAS**
 - 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under Title Number LN71372.
 - 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under Title Number LN79493 subject to a charge to the Mortgagee.
 - 1.3 The First Owner and Second Owner shall be referred to collectively as "the Owners".

- 1.4 The Applicant is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Numbers NGL902413 and NGL901919.
- 1.5 The Owners are the freehold owners of and are interested in the Property for the purposes of Section 106 of the Act.
- 1.6 The Applicant is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 A Planning Application for the development of the Property was submitted by the Applicant to the Council and validated on 13 July 2011 and the Council resolved to grant permission conditionally under reference number 2011/3113/P subject to the conclusion of this legal Agreement.
- 1.8 The Council is the local planning authority for the purposes of the Act 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 Owners and Applicant are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number LN79493 and dated 19 March 2003 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
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

- 2.3 "the Car Free Units" the two one bedroom units at first floor level as shown edged in thick black line on drawing numbered J372/05B and marked Plan 2 annexed hereto
- 2.4 "the Development" Conversion of 2 x 3-bedroom residential unit into 3 x 1-bedroom residential units on the first floor and 1 x 3-bedroom unit on the second floor of 108 and 110 Cricklewood Broadway as shown on drawing numbers Site Location Plan; J372/01; J372/02; J372/03; J372/04; J372/05B; J372/06B;
- 2.5 "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
- 2.6 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" mean the Council the Owners the Applicant and the Mortgagee
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 13 July 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/3113/P subject to conclusion of this Agreement

2.9 "Planning Obligations
Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.10 "the Planning
Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.11 "the Property"

the land known as 108 – 110 Cricklewood Broadway, London, NW2 3EJ the same as shown edged red on the plan 1 annexed hereto

2.12 "Residents 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 residents of the locality in which the Development is situated

2.13 "Residents 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 Residents Parking Bays

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 shall be enforceable by the Council against the Owner and Applicant as provided herein and against any person deriving title to any part of the Property from the Owner or Applicant 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 or 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 and Applicant 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 Car Free Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNERS AND APPLICANT**

- 4.1 The Owners and Applicant hereby covenant with the Council to ensure that prior to occupying the Car Free Units forming part of the Development each new resident of the Car Free Units is informed by the Owners or the Applicant of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.2 The Owners and Applicant for themselves and their successors in title to the Property hereby acknowledge that the provision in Clause 4.1 above will remain permanently.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Applicant 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 Applicant shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2011/3113/P the Occupation Date.
- 5.3 The Owners and Applicant 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 Owners and Applicant 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 Owners' and Applicant's possession (at the Owner's or Applicant's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owners and Applicant agree declare and covenant with the Council that they 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 Applicant 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.

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2011/3113/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 Applicant agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 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.
- 6.5 Neither the Applicant 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 or the part of the Property in respect of which such breach occurs but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.6 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.

- 6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement by the Parties hereto) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it 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.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Applicant(s) and the Owners in this Agreement are made jointly and severally and shall be enforceable as such.
- 8.2 The Applicant hereby covenants with the Owners to observe and perform the obligations on the part of the Owners herein contained and to indemnify the Owners and their respective successors in title and estates from and against all costs claims charges expenses demands and liabilities whatsoever incurred by the Owner arising out of this Agreement or breach non-observance or non-performance of the provisions hereof.

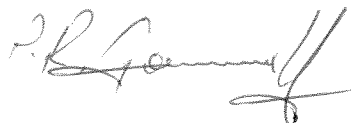
9. **RIGHTS OF THIRD PARTIES**

- 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 Owners the Applicant and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
GREX LIMITED
acting by a Director and its Secretary
~~or by two Directors~~

)
)
)
)



IN THE PRESENCE OF
Francis Crossman
5 Waterfield Way, Edgware, Middx
.....
Secretary
Director

EXECUTED AS A DEED BY
PRATAP JIVANDAS TANNA
in the presence of:

)
)
)



.....
Witness Signature 

Witness Name: MEENA VARSANI

Address: 10 LANDSEER CLOSE
EDGWARE, MIDDX, HA8 5SB

Occupation: ACCOUNTS ASSISTANCE

EXECUTED AS A DEED BY
NAYANTARA PRATAP TANNA
in the presence of:

)
)
)



.....
Witness Signature 

Witness Name: MEENA VARSANI

Address: 10 LANDSEER CLOSE
EDGWARE, MIDDX, HA8 5SB

Occupation: ACCOUNTS ASSISTANCE

(Continuation of Section 106 Agreement relating to 108-110 Cricklewood Broadway, London NW2 3EJ)

EXECUTED AS A DEED BY
EDVIN BRIONE
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: AFSANA RAHIM

Address:

Occupation: SOLICITOR

SARACENS SOLICITORS LTD

Regent House

24-25 Nutford Place

London W1H 5YN

Tel: 020 7725 7115

www.saracenssolicitors.co.uk

EXECUTED AS A DEED BY
LEONARD CELA
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: AFSANA RAHIM

Address:

Occupation: SOLICITOR

SARACENS SOLICITORS LTD

Regent House

24-25 Nutford Place

London W1H 5YN

Tel: 020 7725 7115

www.saracenssolicitors.co.uk

EXECUTED AS A DEED BY
MARENGLEN CANI
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: AFSANA RAHIM

Address:

Occupation: SOLICITOR

SARACENS SOLICITORS LTD

Regent House

24-25 Nutford Place

London W1H 5YN


Tel: 020 7725 7115

www.saracenssolicitors.co.uk

(Continuation of Section 106 Agreement relating to 108-110 Cricklewood Broadway, London NW2 3EJ)

**EXECUTED AS A DEED BY
NATIONAL WESTMINSTER BANK PLC
by
in the presence of:-**

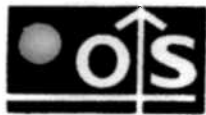
~~Janet Walker~~
JANET WALKER



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

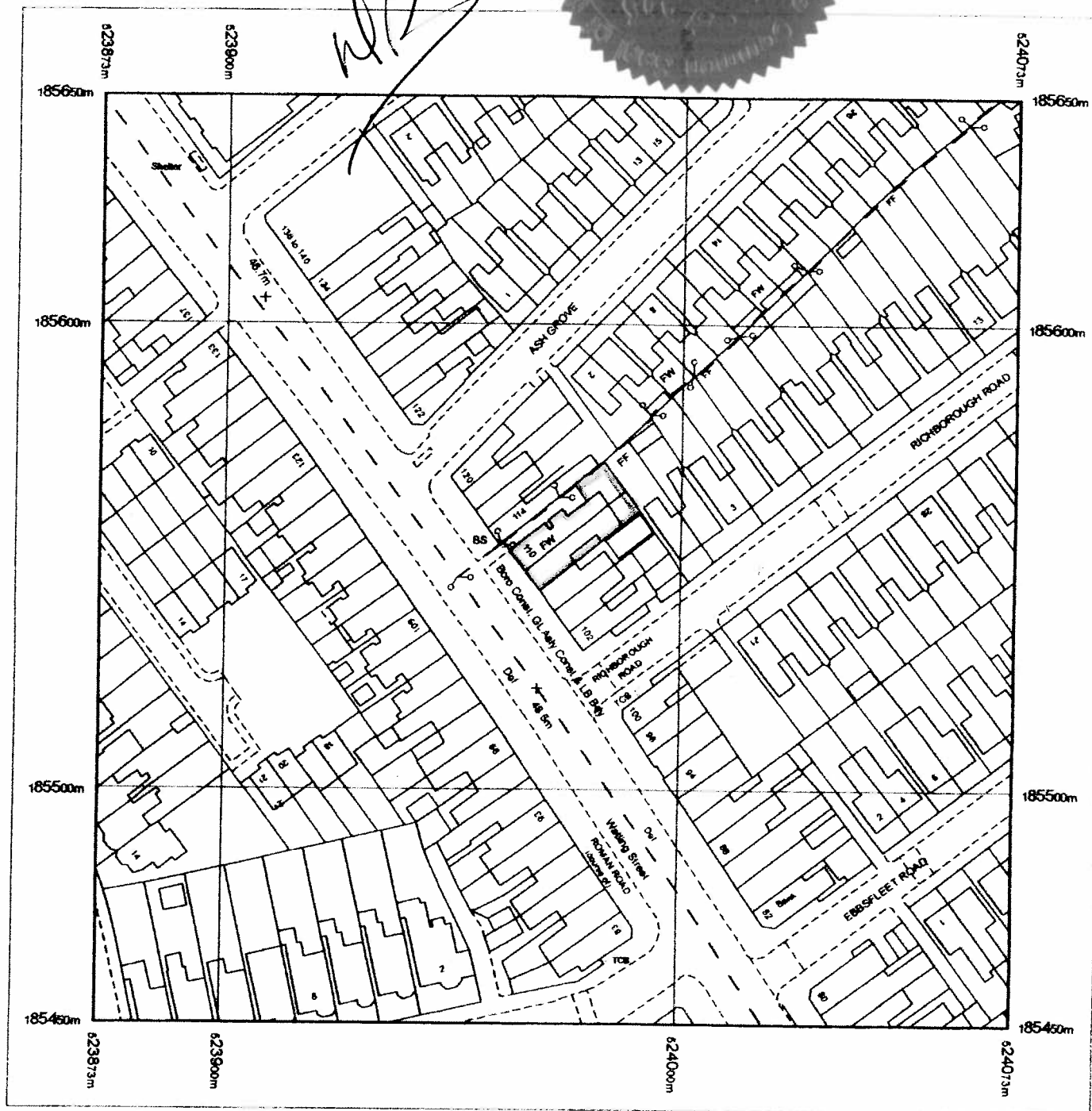
Authorized Signatory





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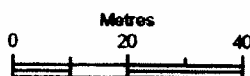
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The representation of features as lines is no evidence of a property boundary.



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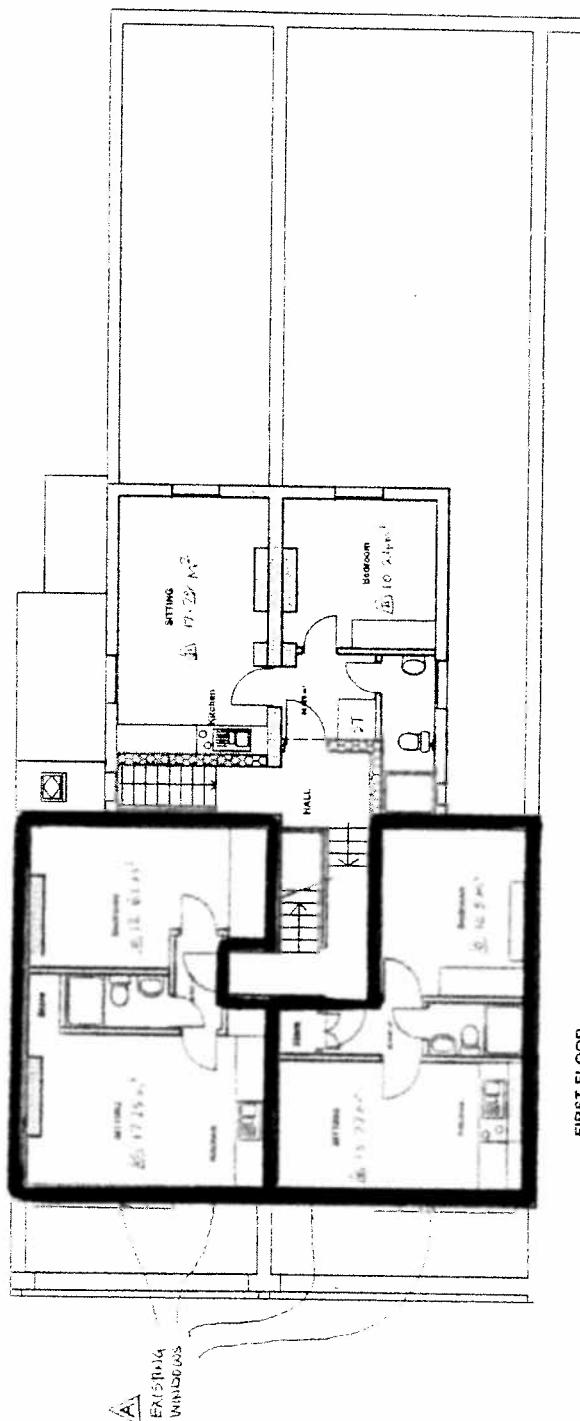
P. B. G. Smith

108 Cricklewood Broadway

London

NW2 3EJ

Revision:
 A (11/1/2011)
 FRONT ELEVATION
 EXISTING WINDOWS
 PLotted
 15 (13/8/2011)
 Floor Area: 36.446 M²



FIRST FLOOR

1	GROSS FLOOR AREA OF FLATS	
	FLAT OVER NO 108	36.808 M ²
	FLAT OVER NO 110	36.446 M ²
	FLAT AT REAR	36.976 M ²



Architect:
 P.W. Lee and Associates
 13 Langton Place
 London SW18 5AZ
 T: 020 8870 2281

Project title:
 108 - 110 Cricklewood
 Broadway
 London NW2 3EJ

Upper Residential
 Conversion of 2 no.
 3-bedroom units into
 3 no. 1-bedroom units &
 1 no. 3-bedroom unit

Project Status: Planning

Drawing title:
 Proposed First Floor

Scale: 1:100 @ A3
 Date: 15/06/2011

Dwg No. J372/05

P W Lee and Associates
13 Langton Place
London
SW18 5AZ

Application Ref: **2011/3113/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
108-110 Cricklewood Broadway
London
NW2 3EJ

DECISION
Proposal:
Conversion of 2 x 3-bedroom residential units into 3 x 1-bedroom residential units on the first floor and 1 x 3-bedroom residential unit on the second floor.
Drawing Nos: Site Location Plan; J372/01; J372/02; J372/03; J372/04; J372/05B; J372/06B;

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 Site Location Plan; J372/01; J372/02 A; J372/03 A; J372/04; J372/05B; J372/06B.

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

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), and CS11 (Promoting sustainable and efficient travel) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP16 (The transport implications of development), DP18 (Parking standards and limiting the availability of car parking) and DP26 (Managing the impact of development on occupiers and neighbours). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 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 are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the

Council which relates to the development for which this permission is granted.
Information/drawings relating to the discharge of matters covered by the Heads of
Terms of the legal agreement should be marked for the attention of the Planning
Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED 20 December 2011

(1) EDVIN BRIONE, MARENGLEN CANI and LEONARD CELA

and

(2) GREX LIMITED

and

(3) PRATAP JIVANDAS TANNA and NAYANTARA PRATAP TANNA

and

(4) NATIONAL WESTMINSTER BANK PLC

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

A G R E E M E N T
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pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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