

DATED 4 TH OCTOBER 2012

(1) B & P MANAGEMENT LIMITED

and

(2) CHLOE POWELL

and

(3) ANTON BETAUDIER

and

(4) SANTANDER UK PLC

and

(5) MORTGAGE EXPRESS

and

(6) SOUTHERN PACIFIC MORTGAGE LIMITED

and

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

**A G R E E M E N T**  
relating to land known as  
16 OSPRINGE ROAD LONDON NW5 2JE  
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 6007  
Fax: 020 7974 2962

CLS/COM/JL/1685.1562  
vfinal

THIS AGREEMENT is made the 4<sup>th</sup> day of October 2012

**B E T W E E N:**

1. **B & P MANAGEMENT LIMITED** (Co. Regn. No. 6516195) whose registered office is at Flat 1, Ground Floor Flat, 16 Ospringe Road, London NW5 2JE (hereinafter called "the Freeholder") of the first part
2. **CHLOE POWELL** of Flat 1, 16 Ospringe Road, London NW5 2JE (hereinafter called "First Leaseholder") of the second part
3. **ANTON BETAUDIER** of Flat 2, 16 Ospringe Road, London NW5 2JE hereinafter called "Second Leaseholder") of the third part
4. **SANTANDER UK PLC** (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes, MK9 1AA (hereinafter called the "First Mortgagee") of the fourth part
5. **MORTGAGE EXPRESS** (Co. Regn. No. 2405490) of PO Box 88, Croft Road, Crossflatts, Bingley, West Yorks BD16 2UA (hereinafter called the "Second Mortgagee") of the fifth part
6. **SOUTHERN PACIFIC MORTGAGE LIMITED** (Co. Regn. No. 03266119) of Deeds Admin Team, St Johns Place, Easton Street, High Wycombe, Bucks HP11 1NL (hereinafter called the "Third Mortgagee") of the sixth part
7. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the seventh 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 NGL112339.
- 1.2 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL893338 subject to a charge to the First Mortgagee.

- 1.3 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Numbers NGL893340 and NGL893341 subject to a charge to the Second Mortgagee and the Third Mortgagee.
- 1.4 The Freeholder is freeholder owner of the Property and the First Leaseholder and Second Leaseholder are the leasehold owners of the Property and the Freeholder First Leaseholder and Second Leaseholder are all interested in the Property for the purposes of Section 106 of the Act and shall hereinafter together collectively be referred to as "the Owner".
- 1.5 A retrospective planning application for the Development of the Property was submitted to the Council and validated on 9 May 2012 and the Council resolved to grant permission conditionally under reference number 2012/2448/P subject to the conclusion of this legal Agreement.
- 1.6 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 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 NGL893338 and dated 3 December 2007 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 NGL893340 and dated 18 February 2008 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Third Mortgagee as mortgagee under a legal charge registered under Title Number NGL893341 and dated 3 December 2007 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 | "the Development"                         | Retrospective application for the continued change of use from a single dwelling to 1 x 3 bedroom and 2 x 2 bedroom units (Class C3) as shown on drawing numbers Site Location Plan; ED/OSP/1001; 1002; 1003; 1004; Lifetime Homes Statement.                                 |
| 2.4 | "the Nominated Units"                     | means the two units on the first second and third floors of the Development   |
| 2.5 | "the Parties"                             | mean the Council the Freeholder the First Leaseholder the Second Leaseholder the First Mortgagee the Second Mortgagee and the Third Mortgagee   |
| 2.6 | "the Planning Application"                | a planning application in respect of the Development of the Property submitted to the Council and validated on 9 May 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2448/P subject to conclusion of this Agreement |
| 2.7 | "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

- 2.8 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.9 "the Property" the land known as 16 Ospringe Road, London NW5 2JE the same as shown shaded grey on the plan annexed hereto
- 2.10 "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
- 2.11 "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 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that the covenants undertakings and obligations contained within this Agreement shall become binding upon the grant of the Planning Permission.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.1 for all relevant purposes.
4. **OBLIGATIONS OF THE OWNER**
- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying the Nominated Units forming part of the Development each new resident of the Nominated Units is informed by the Owner 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 Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 As soon as reasonably practicable after the date hereof the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the

Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

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

5.1 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.

5.2 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.

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 2012/2448/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 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 the First Mortgagee the Second Mortgagee or the Third 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 or is modified (other than by agreement with or at the request of the Owner) 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 First Mortgagee the Second Mortgagee and the Third 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 agree to be bound by the said obligations only in the event that they become a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner 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 the First Mortgagee the Second Mortgagee and the Third Mortgagee have executed this instrument as their Deed the day and year first before written

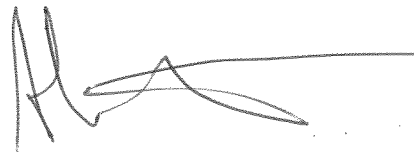
EXECUTED AS A DEED BY  
B & P MANAGEMENT LIMITED  
acting by a Director and its Secretary  
or by two Directors

.....ANTON BETAUDIEN.....

Director

.....CHLOE POWELL.....

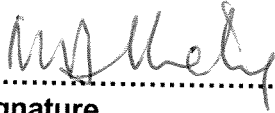
Director/Secretary



CONTINUATION OF S106 AGREEMENT RELATING TO 16 OSPRINGE ROAD LONDON  
NW5 2JE

EXECUTED AS A DEED BY  
CHLOE POWELL  
in the presence of:

)  
)  
)



.....  
Witness Signature

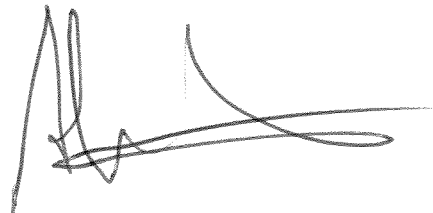
Witness Name: DAVID KIELY

Address: MOONALIRICA, FOUNTAINSTOWN, CO. CORK

Occupation: RETIRED CONSULTANT SURGEON

EXECUTED AS A DEED BY  
ANTON BETAUDIER  
in the presence of:

)  
)  
)



.....  
Witness Signature

Witness Name:

  
GERARD MURPHY

Address:

Occupation:

SOLICITOR

Messrs Sebastians  
St Bartholomew House  
92 Fleet Street  
LONDON EC4Y 1PB  
DX: 259 LDE  
T: 020 7583 2105  
E: [sebastians@seblaw.co.uk](mailto:sebastians@seblaw.co.uk)  
SRA No: 45812

EXECUTED AS A DEED BY  
SANTANDER UK PLC  
by  
in the presence of:-

)  
)  
)  
)

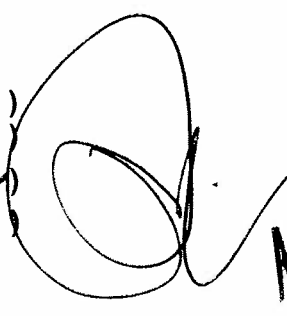


Wendy York  
Service Advisor  
Deeds Services

By authority of the Board of Directors  
Santander UK plc

EXECUTED AS A DEED BY  
MORTGAGE EXPRESS

by ACTING BY ITS POWER OF ATTORNEY  
in the presence of:-

  
Mark Simmons

.....  
Mortgage Express

SIGNED AS A DEED BY )  
SOUTHERN PACIFIC MORTGAGE )  
LIMITED Acting by its power of Attorney )  
in the presence of:- )

.....  
Maureen Francis Heath

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

.....  
Authorised Signatory



# 16 Ospringe Road, London NW5 2JE



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Collings and Coward  
Westbrook Park  
London Road  
Little Horkesley  
Colchester  
ESSEX  
CO6 4BS

Application Ref: **2012/2448/P**

2 July 2012

Dear Sir/Madam

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

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

Address:  
**16 Ospringe Road  
London  
NW5 2JE**

Proposal:  
Retrospective application for a change of use from a 1 x 1 dwelling to 1 x 3 bedroom and 2 x 2 bedrooms (4 bedrooms) and a change of use from a 1 x 1 dwelling to 1 x 3 bedroom and 2 x 2 bedrooms (4 bedrooms).  
Drawing Nos: Site Location Plan; ED/OSP/1001; 1002; 1003; 1004; Lifetime Homes Statement

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 lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 3 Details of the proposed cycle storage area for 2x cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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).
- 2 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 CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS18 (Dealing with our waste and encouraging recycling), and CS19 (Developing and monitoring the Core Strategy); and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP17 (Walking, cycling and public transport), DP18 (Parking standards and limiting the availability of car parking), DP26 (Managing the impact of development on occupiers and neighbours), and

DP29 (Improving access). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 3 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
- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are reminded that all refuse should be deposited on the public footpath, or forecourt area at the usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

**DECISION**

Yours faithfully

Culture and Environment Directorate

DATED 4TH OCTOBER 2012

(1) B & P MANAGEMENT LIMITED

and

(2) CHLOE POWELL

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(3) ANTON BETAUDIER

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