

DATED

27 march

2015

(1) SEYMAC 80 LIMITED

and

(2) LLOYDS 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

MERLIN HOUSE 122-126 KILBURN HIGH ROAD LONDON NW6 4HY

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended)

Section 278 of the Highways Act 1980

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

Tel: 020 7974 5680

Fax: 020 7974 1920

THIS AGREEMENT is made the 27 day of March 2015

B E T W E E N:

- i. **SEYMAC 80 LIMITED** (Co. Regn. No. 4062909) whose registered office is at Flat 20 41-43 Belsize Avenue London NW3 4BN (hereinafter called "the Owner") of the first part
- ii. **LLOYDS BANK PLC** of Pendeford Securities Centre Pendeford Business Park Wobaston Road Wolverhampton WV9 5HZ (hereinafter called "the Mortgagee") of the second part
- iii. **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 NGL16415 subject to a charge to the 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 22 January 2015 and the Council resolved to grant permission conditionally under reference number 2015/0075/P subject to conclusion of this legal Agreement.
- 1.4 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 Mortgagee as mortgagee under a legal charge registered under Title Number NGL16415 and dated 28 June 2010 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" | extension at first floor roof level to create 1 x 1 bedroom residential unit as shown on drawing numbers Existing: K0707; R, E1,E2,E3,E4, G, 1, 2, 3, Proposed: L08-14B, 1416(PL) 001revA,002revA,120,121,122,123,211revB,212 ,213,214,311. Lifetime Homes Statement, Design & Access Statement, BRE Daylight and sunlight study (from within and neighbouring properties') from Right to Light consulting dates 14th November 2014, Desktop study report by GEA dated March 2014. |
| 2.4 | "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
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council, the Owner and the Mortgagee
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 21 January 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/0075/P subject to conclusion of this Agreement
2.8	"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 5.1 hereof
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as Merlin House 122-126 Kilburn High Road London NW6 4HY the same as shown shaded grey on the plan annexed hereto

- 2.11 "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
- 2.12 "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

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 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.
- 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 for all relevant purposes.

4 OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE DEVELOPMENT

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development 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.
- 4.1.2 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.
- 4.1.3 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 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 give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission 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 the Planning Permission reference 2015/0075/P the date upon which the Development is 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 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 Any approval consent direction authority agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed

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 Permission reference number 2015/0075/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 on written demand 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.

8 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 Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
SEYMAC 80 LIMITED
acting by a Director
in the presence of**

)
)
)
)
.....
Director

.....
Witness Signature

Witness Name (in Block CAPITALS): JAIME PORTMAN

Address: FLAT 3, 51 AUGUSTUS RD, SW196LW

Occupation: PERSONAL ASSISTANT

Signed as a Deed by)
)
As Attorney for and on behalf of)
)
Lloyds Bank Plc in the presence of:-)

SIGNED AS A DEED	
BY ADAM PETER ROSE as authorised signatory for Lloyds Bank in the presence of (signature of witness)	Per Pro Lloyds Bank <i>[Signature]</i>
Wobaston Rd, Wolverhampton WV9 5HZ	

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order)
[Signature]
.....
Authorised Signatory



ANNEX 1
(Draft Decision notice)



**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Mr. Mariano Garcia
Stephen Davy Peter Smith Architects
Fanshaw House
Fanshaw Street
London
N1 6HX

Application Ref: **2015/0075/P**
Please ask for: **Raymond Yeung**
Telephone: 020 7974 4546

13 March 2015

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
Merlin House
122 Kilburn High Road
London
NW6 4HY

DECISION

Proposal:

Erection of a first floor roof extension level to create 1 x 1 bedroom residential unit (C3).
Drawing Nos: Existing: K0707; R, E1,E2,E3,E4, G, 1,2, 3,

Proposed: L08-14B, 1416(PL)

001revA,002revA,120,121,122, 123, 211revB,212,213,214,311.

Lifetime Homes Statement, Design & Access Statement, BRE Daylight and sunlight study (from within and neighbouring properties') from Right to Light consulting dates 14th November 2014, Desktop study report by GEA dated March 2014.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 wall for the development hereby approved 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

L08-14B, 1416(PL)

001revA,002revA,120,121,122, 123, 211revB,212,213,214,311.

Lifetime Homes Statement, Design & Access Statement, BRE Daylight and sunlight study (from within and neighbouring properties') from Right to Light consulting dates 14th November 2014, Desktop study report by GEA dated March 2014.

Reason:

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

- 4 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

The principle for the proposal is acceptable. The proposed first floor extension provides a one bedroom flat measuring at 54 square metres floor area exceeding the minimum space standards. It is considered that the proposed unit would be compatible with the existing use is common in this area to have residential above A1 use class and adjoining to office units.

The access would be from Quex Road where the existing access is for the existing offices, it is acknowledge that this is not ideal. However, the proposal would not affect the existing access to the office unit, and the front area of the proposed flat would have 2 doors prior to entry to the main residential accommodation, a 2.4 metre depth front porch would act as a defensible area, which is well separated away from the external access floor on the ground floor.

The bedrooms and living rooms on the flat would also meet the minimum room sizes in CPG 2. The proposed new unit would provide a good standard of residential accommodation in terms of layout, amenity space, room sizes, sunlight, daylight, ventilation and outlook with each habitable room having at least one outlook. The proposal is consistent with Policy CS6 and the Residential Development Standards contained in the Camden Planning Guidance.

The applicants have provided Lifetime Homes details and plans which indicate that the criteria where relevant would comply. A condition will specify that the features denoted to be met shall be implemented on site. As such the provision of new residential accommodation is compliant with policies CS6 and DP2.

The proposed extension would have brick constructed walls matching the host building and would be subservient to the host property of Merlin House, aluminium clad timber framed windows offers a modern and clean design.

The applicant has submitted a BRE daylight/sunlight report which has been assessed and it is considered that such proposal would not lead to any unacceptable loss of light to the neighbouring properties and it would not harm to neighbouring properties with regards to outlook nor loss of privacy.

2

The footway directly adjacent to the site could be damaged as a direct result of the proposed works. We would therefore need to secure a financial contribution for highway works as a section 106 planning obligation if planning permission is granted. A car free development therefore needs to be secured as a Section 106 planning obligation. The plan suggests there would be cycle parking in the basement, accessed by the lift which is welcome. The above proposals would allow it be in accordance with Core Strategies CS11 and CS19 and Development Policies DP18, DP19 and DP21.

Waste storage would be on the ground floor is also considered acceptable.

No objections had been received prior to making this decision. The site's planning history was taken into account when coming to this decision.

As such, the proposal is in accordance with policies CS5, CS14 of the Core

Strategy, policies DP2, DP5, DP6, DP16, DP18, DP19, DP22, DP24, DP26 and DP28 of the Development Policies Document The proposed development also accords with policies 3.3, 3.4, 3.5, 3.8, 5.11, 6.9, 7.4, 7.6 and 8.2 of the London Plan 2011, and paragraphs 9, 11-14, 17, 23, 50 and 56-66 of the National Planning Policy Framework.

- 3 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 6941).
- 4 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.
- 5 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 6 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.
- 7 With regard to condition no. you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) 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 dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Culture & Environment

DECISION

ANNEX 2
(Plan of the Property)

MERLIN HOUSE
122 Kilburn High Road London NW6 4HY



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W. H. H. A. R. S.

DATED *27 March* 2015

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