

DATED

1 July

2015

**(1) SATMEET SINGH SAHNI and  
ARSHMEET SINGH SAHNI**

and

**(2) NATIONAL WESTMINSTER 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

**9 KINGSCROFT ROAD**

**LONDON NW2 3QE**

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 1918  
Fax: 020 7974 2962

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# CONTROL

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THIS AGREEMENT is made the 1st day of July 2015

**BETWEEN:**

1. **SATMEET SINGH SAHNI and ARSHMEET SINGH SAHNI** of Deepdene Barnet Road Barnet Hertfordshire EN5 3HB (hereinafter called "the Owner") of the first part
2. **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) whose registered office is at 135 Bishopsgate London EC2M 3UR and whose address for service is ~~Credit Documentation Department 8<sup>th</sup> Floor 1 Hardman Boulevard Manchester M3 3AQ~~ <sup>P.O. Box 339, Manchester M60 2AH</sup> (hereinafter called "the Mortgagee") of the second part
3. **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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 264765 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 11 November 2014 and the Council resolved to grant permission conditionally under reference number 2014/6762/P subject to the 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 264765 and dated 7 November 2012 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" change of use from nursing home (Class C2) to 5 x unit HMO (Class C4) with a studio flat at 1st floor and 1-bed flat at 2nd floor (Class C3) as shown on drawing numbers:- Site location plan; 01; 02; 03; 04 B; second floor communal kitchen plan; Lifetimes Homes statement (Planning co-operative)

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 11 November 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/6762/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 6.1 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 9 Kingscroft Road London NW2 3QE 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

**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 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 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

**CAR FREE**

- 4.1 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.
- 4.2 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 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 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 2014/6762/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.

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, quoting the planning reference number 2014/6762/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 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. **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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
SATMEET SINGH SAHNI  
in the presence of:**

)  
)  
)



.....  
**Witness Signature**

**Witness Name:** ANISHA PATEL

**Address:** C/O HODDERS LAW, 50 STATION ROAD, LONDON NW10 4UA

**Occupation:** TRAINEE SOLICITOR

**EXECUTED AS A DEED BY  
ARSHMEET SINGH SAHNI  
in the presence of:**

)  
)  
)



.....  
**Witness Signature**

**Witness Name:** ANISHA PATEL

**Address:** C/O HODDERS LAW, 50 STATION ROAD, LONDON NW10 4UA

**Occupation:** TRAINEE SOLICITOR

CONTINUATION OF S106 AGREEMENT FOR  
9 KINGSCROFT ROAD, LONDON NW2 3QE  
2014/6762/P

SIGNED AND DELIVERED AS A DEED  
for and on behalf of  
NATIONAL WESTMINSTER BANK PLC  
BY A DULY AUTHORISED ATTORNEY  
IN THE PRESENCE OF :-

*George Power*

*Power*

Witness Signature – Bank Employee

*[Handwritten Signature]*

MARTIN FREEMAN  
DOCUMENTOR  
CREDIT DOCUMENTATION

REF 3218020/M02

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

*[Handwritten Signature]*

.....  
SUANNE LEEVEJ

Authorised Signatory



THE UNIVERSITY OF MICHIGAN LIBRARY  
100 EAST TAPSCOTT DRIVE  
ANN ARBOR, MICHIGAN 48106-1000

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SERIALS ACQUISITION  
300 NORTH ZEEB ROAD  
ANN ARBOR, MICHIGAN 48106-1500

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# 9 Kingscroft Road, London NW2 3QE



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Planning Co-operative  
30 Altenburg Avenue  
West Ealing  
London  
W13 9RNApplication Ref: **2014/6762/P**

10 April 2015

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:  
**9 Kingscroft Road**  
London  
**NW2 3QE****DECISION**  
Proposal:  
Change of use from nursing home (Class C2) to 5 x unit HMO (Class C4) with a studio flat at 1st floor and 1-bed flat at 2nd floor (Class C3).  
Drawing Nos: Site location plan; 01; 02; 03; 04 B; second floor communal kitchen plan; Lifetimes Homes statement (Planning co-operative).

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 months 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; 01; 02; 03; 04 B; second floor communal kitchen plan; Lifetimes Homes statement (Planning co-operative).

Reason:

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

- 3 Before the development commences, details of secure and covered cycle storage area for 2 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the development commences, details of the location and design of a bin store (waste and recyclables) shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reason for granting permission

As a result of low occupancy the existing care home was closed 2 years ago. It



was converted to an HMO without planning permission. Therefore, the lawful use of the property is still a nursing home. Policy DP9 resists the net loss of floorspace in care homes unless certain criteria are met. In this case it has been demonstrated that the accommodation is incapable of meeting contemporary standards for homes for older people. Specifically, the property was a small care home that had a mixture of single and double bedrooms. Most people want single bedrooms to maintain their privacy. The possibility of allowing people to use the double rooms for single occupancy would not have been financially viable. Therefore, the loss of the care home complies with policy DP7.

The development proposes a studio flat at 1st floor and a 1 bedroom flat at 2nd floor and 5 HMO rooms at ground and 1st floor. The HMO rooms and shared kitchens meet the requirements of the HMO licensing team. As much of the 2nd floor shared kitchen has low headroom height, the layout of the shared kitchen has been provided to ensure it meets HMO standards. The HMO rooms would be in accordance with policy DP9.

The studio flat measures 35sqm and so would meet the Council's minimum floorspace requirement for a flat for 1 person. The 1 bedroom flat measures approximately 57 sqm and so would meet the floorspace requirement for a flat for 2 persons, although it is noted that some of this floorspace has a ceiling height which is less than 1.5m. Disregarding this floorspace, the flat would still provide an appropriate amount of floorspace. A lifetime homes statement has been provided. It is accepted that as this is a conversion some of the lifetime home standards cannot be met due to the constraints of the existing property. The proposed flats and HMO rooms would provide a satisfactory standard of accommodation in terms of outlook, daylight and sunlight.

Given that the property has very good public transport accessibility, the development should be secured car free by legal agreement in accordance with policy DP18. Two cycle spaces would be required for the self-contained flats. No cycle parking is shown on the plans however there would be room at the side of the property for covered and secure cycle parking. Details of this would be secured by condition.

The planning and appeal history of the site has been taken into account when coming to this decision. One objection has been received and has been duly taken into account.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP7, DP9, DP17, DP18, DP24, and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.5, 3.8, 6.9, 6.12, 7.4, 7.6 and 7.8 of the London Plan 2011; and paragraphs 14, 17, 29-30, 39, 49-50, 56-66 and of the National Planning Policy Framework.

- 2 You are reminded that every HMO to which the Housing Act applies must be licensed. To obtain an application form, please telephone 020 7974 2543 or email

hmlicensing@camden.gov.uk

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.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

1951

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

LABORATORY OF ORGANIC CHEMISTRY

REPORT OF RESEARCH

BY ROBERT M. WOODWARD

DATED

1 July

2015

**(1) SATMEET SINGH SAHNI and  
ARSHMEET SINGH SAHNI**

and

**(2) NATIONAL WESTMINSTER BANK PLC**

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