

DATED

8<sup>th</sup> October

2015

**(1) BLACK KATZ EDDY (GENERAL PARTNER) LIMITED**

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

**27a AGAR GROVE**

**LONDON NW1 9UG**

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

CLS/COM/FP/1781.352 (2015/2522/P)

Final 16.9.2015



THIS AGREEMENT is made the

8<sup>th</sup>

day of

October

2015

**BETWEEN:**

1. **BLACK KATZ EDDY (GENERAL PARTNER) LIMITED** (Co. Regn. No.07186819) whose registered office is at 94 Orchard Gate Greenford Middlesex UB6 0QP (hereinafter called "the Owner") of the first part

2. **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) of ~~Credit Documentation Department 8<sup>th</sup> Floor 1 Hardman Boulevard Manchester M3 3AQ~~ *whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose address for service is Credit Documentation, Po Box 339, Manchester M60 2AM.* (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 NGL918333 and NGL926749 both 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 28 May 2015 and the Council resolved to grant permission conditionally under reference number 2015/2522/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 NGL918333 and NGL926749 dated 31 January 2011 and 23 April 2012 and 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" erection of single storey roof extension a single dormer window plus rooflights at rear and conversion of garage to create a 2 bedroom dwelling house (Class C3) as shown on drawing numbers:- 1796-10, 1796-09, 1796-08, 1796-07 REV A, 1796-06 REV B, 1796-04, 1796-03, 1796-01, 1796-02 REV A, Design and Access Statement
- 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 28 May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2522/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 27a Agar Grove London NW1 9UG the same as shown edged in red 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 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 capped" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

**CAR CAPPED**

- 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 2015/2522/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, 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 2015/2522/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

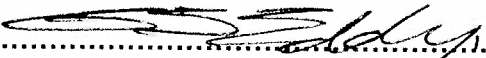

Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

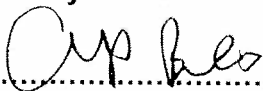
**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
BLACK KATZ EDDY (GENERAL )  
PARTNER) LIMITED )  
was hereunto affixed )  
in the presence of:-/ )  
acting by a Director and its Secretary )  
or by two Directors )

  
.....  
Director  
  
.....  
Director/Secretary

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

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

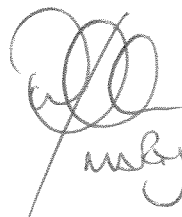
  
.....  
Authorised Signatory



Signed and Delivered as a Deed )  
For and on behalf of )  
National Westminster Bank Plc )  
By a duly authorised Attorney )

In the presence of Philip Birchan

  
\_\_\_\_\_  
Witness' Signature-Bank employee

  
Moby Freeman

DOCUMENTOR  
CREDIT DOCUMENTATION

REF 3496935 / 1002

DVM Architects Ltd  
4A Murray Street  
London  
NW1 9REApplication Ref: **2015/2522/P**

16 September 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:  
**27 Agar Grove**  
London  
NW1 9UG

**DECISION**

Proposal:  
Erection of single storey roof extension a single dormer window plus rooflights at rear and conversion of garage to create a 2 bedroom dwelling house (Class C3).

Drawing Nos: 1796-10, 1796-09, 1796-08, 1796-07 REV A, 1796-06 REV B, 1796-04, 1796-03, 1796-01, 1796-02 REV A, Design and Access 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 All new external work 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 and DP25 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 1796-10, 1796-09, 1796-08, 1796-07 REV A, 1796-06 REV B, 1796-04, 1796-03, 1796-01, 1796-02 REV A, Design and Access Statement

Reason:

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

- 4 ~~Notwithstanding the information hereby approved and before the development commences, details of the proposed cycle storage area for 2 cycle shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and 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.

- 5 All windows and roof lights on the rear elevation, as denoted on approved plan 1796-10, shall be permanently obscure glazed and fixed shut up to a height of 1.7m above the floor of the room in which the windows are installed before occupation of the building hereby permitted and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies CS1 (Distribution of growth) and CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reasons for granting permission.

The proposed development is to erect a single storey roof extension, including a single dormer window plus rooflights at rear and conversion of garage to create a 2 bedroom dwelling house. On the 08/10/2012 the Council granted planning permission 2012/0869/P for a similar 'Erection of single storey roof extension a single dormer window plus rooflights at rear and conversion of garage to create a 2 bedroom dwelling house (Class C3)'. The current scheme differs from this approved scheme in only as far as having an altered front façade. It is considered that the conversion of the garage to a 2 storey dwellinghouse is acceptable and the proposed roof extension would not have a detrimental impact on neighbouring amenities or would not be out of keeping with the host dwelling, the surrounding area, or the Camden Square Conservation Area.

1 objection was received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

The development could have some negative impact in terms of adding an additional storey to a single storey subservient structure. The proposed two storey structure is sited abutting an end of terrace 4 storey building. The rear roof slope would be set an angle of 70 degrees and the front elevation would be flat fronted with the proposed front windows following a horizontal pattern. It is considered that the design of the proposed 2 bed dwelling would maintain the building's subservience to neighbouring townhouses and would not be an acceptable addition to Camden Square Conservation Area.

Given the size of the proposed bedrooms and the overall floorspace of the unit, it is considered that the proposed dwelling would comply with Camden's residential space standards set out within CPG2 (Housing) of the Camden Planning Guidance and has a satisfactory level of residential floorspace for future occupiers of the flat. The proposal would also provide an adequate outdoor amenity space for the occupiers of a 2 bed dwelling in the form of a rear garden with an area of 21m<sup>2</sup>. As new residential accommodation, the proposed development would need to adhere to the Lifetime Homes Standard. However, given the constraints of the conversion scheme, the applicant has addressed the 16 points of the criteria where possible and this is considered acceptable in terms of a converted garage building.

In order not to add to the pressures of on street parking, the property will need to be car capped i.e. the occupants will be unable to obtain parking permits from the Council. This will be secured by means of a Section 106 Agreement. A section 106 agreement will also require a contribution in relation to proposed amendments to the existing crossover and parking bay. A 2 bedroom self-contained flat is normally requires the provision of 2 cycle parking spaces and this is not indicated on the proposed plans. A condition shall be attached to any approval ensuring that this requirement is met.

The rear elevation of No. 6 St Augustine's Road is located 7.4 metres from the rear

wall of the proposed dwelling however the height and obscure glazing of the proposed rooflights would ensure that no overlooking or loss of privacy would occur. The existing houses along Agar Grove provide a screen to the amount of sunlight available to the rear of houses No. 6 and No. 8 St Augustine road. Hence given the additional height of the proposed roof, the proposed roof slope, and the proposed obscured glazing, it is considered that the proposed dwelling would not have a detrimental impact on neighbouring amenities.

As the proposal is for an additional dwelling, the proposal will be liable for the Mayor of London's CIL and the Camden CIL.

2 Reasons for granting permission. [continued]

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP17, DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.14, 6.9, 7.4, 7.6 and 7.8 of The London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 56 -66 and 126-141 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](mailto:CIL@Camden.gov.uk)

- 6 The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the ~~Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: [http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset\\_id=3298006](http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006)

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice ~~setting out the method of payment accordingly.~~ ~~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 queries to [CIL@Camden.gov.uk](mailto:CIL@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**

# 27a Agar Grove, London NW1 9UG



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DATED

8<sup>th</sup> October

2015

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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

**27a AGAR GROVE**

**LONDON NW1 9UG**

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