

DATED

8 October

2015

(1) MARGARET MORADOV

and

(2) SKIPTON BUILDING SOCIETY

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

OFFICE REAR OF 102 PARKWAY LONDON NW1 7AN

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.406

THIS AGREEMENT is made the 8 day of October 2015

BETWEEN:

1. **MARGARET MORADOV** of 102 Parkway Regent's Park Road London NW1 7AN
"the Owner") of the first part
2. **SKIPTON BUILDING SOCIETY** of the Bailey Skipton N Yorkshire BD23 1DN
(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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the First Property and the Second Property under Title Number NGL764762 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of the First Property and the Second Property and is interested in the First Property and the Second Property for the purposes of Section 106 of the Act.
- 1.3 The Application for Prior Approval in relation to the Development of the First Property pursuant to the Town and Country Planning (General Permitted Development) (England) Order 2015 was submitted to the Council and validated on 14 August 2015 and the Council resolved to grant approval under reference number 2015/3492/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 First Property and the Second Property are situated and considers it expedient in the interests of the proper planning of its area that the Development of the Second Property should be restricted or regulated in accordance with this Agreement.

- 1.5 The Owner agrees to the "car free" obligations under Clause 4 (Obligations of the Owner) of this Agreement binding the Second Property so that the same "car free" obligations (otherwise required to be applied by the Council in respect of the Development at the First Property in accordance with the Council's planning policies) shall not apply in respect of the First Property.
- 1.6 The Parties agree that the obligations in the Agreement related to the Second Property are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in accordance with regulation 122 of the Community Infrastructure Levy Regulations 2010.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL764762 and dated 30 April 2008 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 Application for Prior Approval " | application for prior approval in relation to the Development of the First Property submitted to the Council and validated on 14 th August 2015 for which a resolution to grant approval has been |

passed under reference number 2015/3492/P
subject to conclusion of this Agreement

2.4 "the Development"

change of use from office (Class B1) to residential (Class C3) pursuant to Class O of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) as shown on drawing numbers:- Site location plan, 05_918_101.B and supporting statement

2.10 "the First Property"

the land known as the office rear off 102 Parkway London NW1 7AN the same as shown edged red on Plan 1 annexed hereto

2.5 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.6 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.7 "Plan 1"

the drawing marked "Plan 1" annexed hereto showing the First Property

2.8 "Plan 2"

the drawing marked "Plan 2" annexed hereto showing the Second Property

2.9 "Plan 3"

the drawing marked "Plan 3" annexed hereto showing the site location

2.10 "the Parties"

the Council, the Owner and the Mortgagee

- 2.11 "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
- 2.12 "the Prior Approval " a prior approval granted for the Development substantially in the draft form annexed hereto
- 2.13 "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
- 2.14 "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
- 2.15 "the Second Property" the land known as first floor flat 102 Parkway London NW1 7AN the same as shown edged red on Plan 2 annexed hereto

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 First Property and the Second 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 Prior Approval 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 Second Property 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 in respect of the Second Property with the Council as follows:-

- 4.1 To ensure that prior to Occupying any residential unit forming part of the Second Property each new resident of the Second Property 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 Second 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 any change to the official unit numbers of the residential units forming part of the Second Property (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.

ch
aa *ch*
aa

- 4.4 The Owner acknowledges that neither he nor any successors in title to the Second Property is not entitled to apply for a parking permit in respect of the Second Property from the date 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 2015/3492/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 First Property and or the Second 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.

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 2015/3492/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 First Property and the Second 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 First Property and the Second 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 First Property or the Second 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 The Parties acknowledge that the restrictions in this Agreement related to the Second Property under Clause 4.1 (Obligations of the Owner) shall not apply to an occupier of the First Property under the Planning Permission PROVIDED THAT the Parties acknowledge that nothing in this Agreement shall prevent the Council from imposing any restriction on the First Property pursuant to any subsequent grant of planning permission.
- 6.9 For the avoidance of doubt the Owner acknowledges that in the event of any of the obligations provided under Clause 4 (Obligations of the Owner) not being applicable for whatever reason or being breached by an occupier of the Second Property then the obligations under Clause 4 (Obligations of the Owner) shall apply henceforth in full force and effect in respect of the First Property.

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

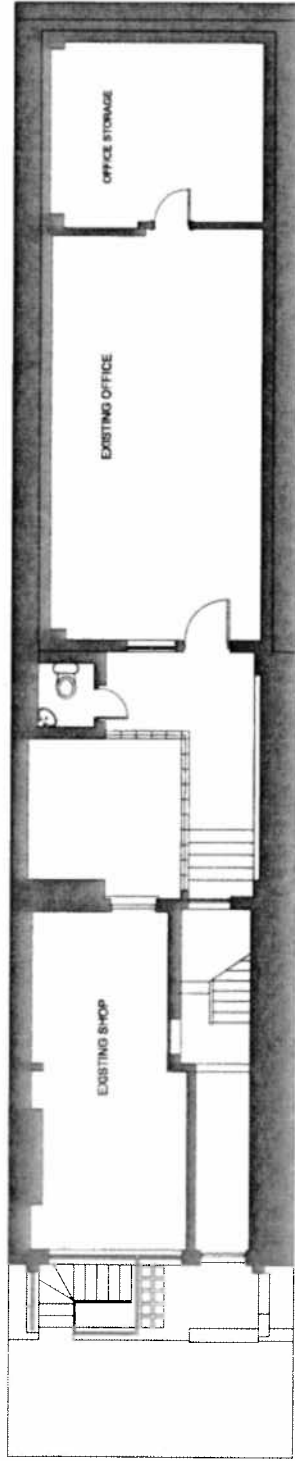
obligations only in the event that it becomes a mortgagee in possession of the First Property and or the Second Property.

8. **RIGHTS OF THIRD PARTIES**

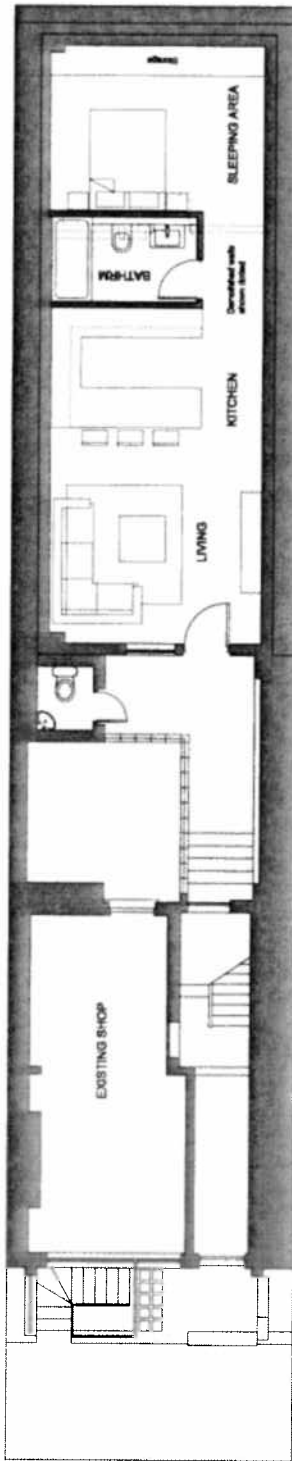
- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

PLAN 1

First Property



EXISTING GROUND FLOOR



PROPOSED GROUND FLOOR

PROPOSED NEW STUDIO APARTMENT



REV B

Scale: 1:100 @ A3
Date: 10/07/15
Drawn: TT

Job
102 Parkway, London, NW1 7AN

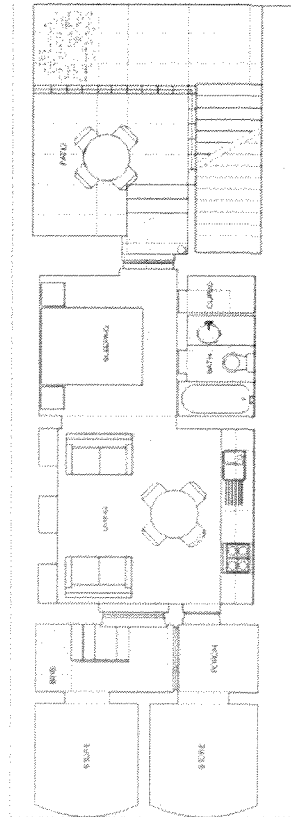
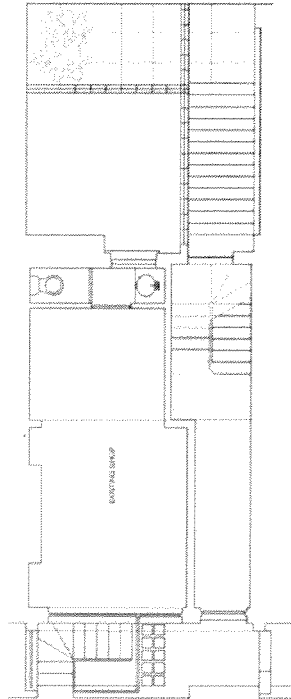
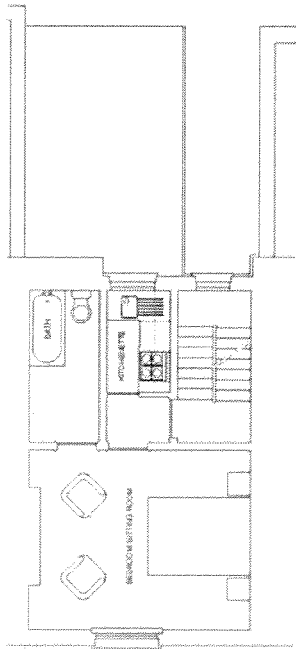
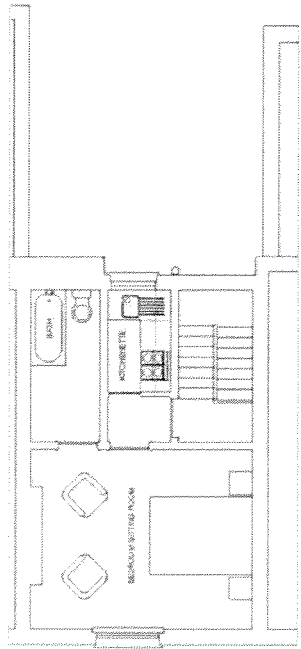
Drawing No.
05_918_101.B

FARROW SILVERTON
CHARTERED ARCHITECTS & DESIGN CONSULTANTS

6 HALE LANE MILL HILL
LONDON NW7 3NX
tel: 020-8906 8502 fax: 020-8906 8503
e-mail: office@farrall.com

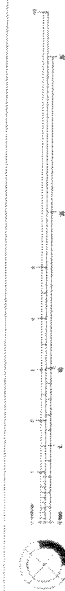
PLAN 2

Second Property



BASMENT PLAN

102 PARKWAY LONDON NW1 7AN



PLAN 3

Site plan

102 Parkway London NW1 7AN



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

EXECUTED AS A DEED BY
MARGARET MORADOV
in the presence of:

NEIL BAKER

EQSWARE, LIAS OTS.

OFFICE MANAGER.

Skipton Building Society
The Bailey
Skipton BD23 1DN

BY AUTHORITY OF THE BOARD OF DIRECTORS

14

Oliver Moradov
Office Rear Of
102 Parkway
London
NW1 7AN

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/3492/P**
Please ask for: **Rachel English**
Telephone: 020 7974 1343

7 October 2015

Dear Sir/Madam

DRAFT
DECISION

In accordance with section 60 (2B) and (2C) of the Town and Country Planning Act 1990
(as amended by section 4(1) of the Growth and Infrastructure Act 2013)

Process set out by condition O.2 of Schedule 2 Part 3 Class O of The Town and Country
Planning (General Permitted Development) (England) Order 2015

Certificate of Lawfulness (Proposed) Prior Approval granted

The Council, as local planning authority, hereby confirm that their **prior approval is granted** for the proposed development at the address shown below, as described by the description shown below, and in accordance with the information that the developer provided to the local planning authority:

Address of the proposed development:

Office Rear Of
102 Parkway
London
NW1 7AN

Description of the proposed development:

Change of use from office (Class B1) to residential (Class C3)

Details approved by the local planning authority:

Drawing Nos: Site location plan, 05_918_101.B and supporting statement

Reason for approval:

- 1 The change of use from office (Class B1) to a residential flat (Class C3) is permitted under Schedule 2 Part 3 Class O of the Town and Country Planning (General Permitted Development) Order 2015.

Informative(s):

- 1 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 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.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

It is important to us to find out what our customers think about the service we provide. To help us in this respect, we would be very grateful if you could take a few moments to complete our online survey at the following website address: www.camden.gov.uk/dmfeedback. We will use the information you give us to help improve our services.

DRAFT

DECISION

DATED 8 October 2015

(1) MARGARET MORADOV

and

(2) SKIPTON BUILDING SOCIETY

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

OFFICE REAR OF 102 PARKWAY LONDON NW1 7AN

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.406