

DATED *22 September* 2015

**(1) RAFID PROPERTIES LIMITED**

**and**

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
**200 KILBURN HIGH ROAD LONDON NW6 4JD**  
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

1781.259



THIS AGREEMENT is made the 22 day of September 2015

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

- i. **RAFID PROPERTIES LIMITED** (Co. Regn. No. 08301153) whose registered office is at 200 Kilburn High Road London NW6 4JD (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 316144.
- 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 24 April 2015 and the Council resolved to grant permission conditionally under reference number 2015/2328/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 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 a part two, part three storey rear extension and external alterations to create 2 x 1 bedroom flats, 1 x 2 bedroom & 1 x Studios as shown on drawing numbers Existing & Proposed Ground floor Plan (Drg 434-01 Rev G) Existing & Proposed First Floor Plan (Drg 434-02 Rev B) Existing & Proposed Second Floor Plan (Drg 434-03 Rev B) Existing & Proposed Third floor Plan (Drg 434-04 Rev A) Existing & Proposed Front elevation (Drg 434-05) Existing & Proposed Rear elevation (Drg 434-8 Rev C) Proposed Flank Elevation (Drg 434-07 Rev A)
- 2.4 "the Highways Contribution" the sum of £12,826.71 (twelve thousand eight hundred and twenty six pounds and seventy one pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repaving of the footway directly adjacent to the site
- (b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

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 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.7 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.8 "Occupation Date"

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

- 2.9 "the Parties" mean the Council and the Owner
- 2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24 April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2328/P subject to conclusion of this Agreement
- 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 Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as 200 Kilburn High Road London NW6 4JD the same as shown shaded grey on the plan annexed hereto
- 2.14 "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
- 2.15 "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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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**

#### 4.1. **CAR FREE**

- 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.

#### 4.2. **HIGHWAYS WORKS**

- 4.2.1. On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.2.2. Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.2.3. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.2.4. On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.



4.2.5. If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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 2015/2328/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.

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 2015/2328/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 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.

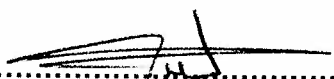
6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

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

**EXECUTED AS A DEED BY** )  
**RAFID PROPERTIES LIMITED** )  
**in the presence of:** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

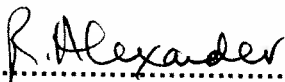


.....  
Director



.....  
Director/Secretary

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



.....  
Authorised Signatory





R. Alexander

# 200 Kilburn High Road London NW6 4JD



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.



Perceptions  
Perceptions  
95 Bridge Lane  
London  
NW11 0EEApplication Ref: **2015/2328/P**

07 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:  
**200 Kilburn High Road  
London  
NW6 4JD****DECISION**  
Proposal:  
Erection of a part two, part three storey rear extension and external alterations to create 2 x 1 bedroom flats, 1 x 2 bedroom & 1 x Studios.  
Drawing Nos: Design & Access Statement, Location Plan, Drg 434-01 G, 434-02 Rev B, 434-03 Rev B, 434-04 Rev A, 434-05, 434-6 Rev C, 434-07 Rev A, 434-08 Rev C & Lifetimes Homes Statement,

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 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 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 Location Plan, Drg 434-01 G, 434-02 Rev B, 434-03 Rev B, 434-04 Rev A, 434-05, 434-6 Rev C, 434-07 Rev A & 434-08 Rev C.

Reason:

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

- 4 The secure cycle storage illustrated in Drg 434-01 Rev G shall be provided in its entirety prior to the first occupation of the 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 & DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 5 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.

Informative(s):

- 1 Reason for granting permission

The proposed creation of 2 x 1 bedroom flat, 1 x 2 bedroom flat & 1 x Studio are considered to be acceptable in principle meeting policy DP2, seeking to maximise the supply of housing with Camden. The site recently received permission to



change the use from (B1) office on the 1st, 2nd and 3rd floors to 4 studio flats (C3) under Prior Approval Class J Part 3 of the Town and Country planning Act, Camden reference 2015/0427/P.

The proposed application would extend the first floor and second floor rear of the building by 3.9m and 7.7m respectively. The proposed size break down of the four proposed dwellings would not satisfy policy DP5 (homes of different sizes) which stipulates 40% of new dwellings should be two bedroom dwellings. However, on balance, the proposed size of the dwellings would represent an improvement on the existing permission for the four studio flats and provide better living accommodation. The proposed development meets residential standards guidance in CPG 2 and the London plan, and a lifetime homes statement has been submitted with the application outlining the adherence to the 16 point criteria.

The proposed rear extension would project along the flank elevation of No 198 Kilburn High Road and would not extend beyond the rear build line. Camden design guidance in CPG1 expects rear extensions to appear secondary to the host property and respect the historic pattern of development. The mass of the extension is not considered to be excessive and would appear subservient to both the host property and the neighbouring property. The proposed rear extension would not project from the third floor rear elevation in accordance with guidance in CPG1, extensions that are higher than one full storey below roof eaves/parapet level, or that rise above the general height of neighbouring extensions, will be strongly discouraged. The decorative window designs that are present on the first floor elevation are to be continued along the flank extension preserving the facade character of the building.

The amenity impacts to neighbouring residential and commercial uses are considered to be within acceptable levels. The residential block of flats located at the rear of the site are approximately 15 metres away from the proposed first floor rear elevation and have no facing habitable windows. The modest depth of the adjacent corner building (no 204 Kilburn High Road) does not result in the proposed flank windows looking directly into the adjacent habitable windows, preserving private amenity. No overbearing or outlook issues would result from the proposed rear extension on account of it being constructed along the party wall of the attached property. A light well would be formed around the small side window on the flank elevation at first floor level on the adjacent property to protect against loss of light. The window serves a non-habitable room and is North/West facing, receiving limited light. The window would result in some loss of ambient light however overall the difference is considered to be acceptable to guidance in CPG6.

- 2 The site has a high Public Transport Accessibility level (PTAL). Policy DP18 expects development to be car free in the central London Area, Town centres, and other areas within Controlled Parking Zones that are easily accessible by Public transport (PTAL of 4 or above). The development of four independent dwellings meets the criteria for car free development and therefore the applicant has entered into a legal agreement under section 106 of the Town and Country Planning Act 1990 (as amended), to permanently remove the entitlement to a parking permit for

the Lower Ground floor flat. The development provides space for five secure cycle storage facilities meeting Camden policy DP18 (Standards in Appendix 2) and London Plan standards.

Development Policy DP21 states that 'The Council will expect works affecting Highways to repair any construction damage to transport infrastructure or landscaping and reinstate all affected transport network links and road and footway surfaces following development'. The footway directly adjacent to the site is likely to be damaged as a direct result of the proposed works. The applicant has entered into a legal agreement under section 106 of the Town and Country Planning Act 1990 (as amended), to secure a financial contribution for highway complying with Development Policy DP21.

9 neighbouring properties have been consulted, no objections have been received. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development would not harm the character and design of the site within its location and is considered to accord with policies CS5 and CS14 of the London Borough of Camden Local development Framework Core Strategy, and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of the London Plan 2015; and paragraphs 14, 17, 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](mailto: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 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 8 Highway licenses may be required to facilitate the proposed works, including temporary parking bay suspension, a skip licence, a scaffolding licence and a hoarding licence. The applicant would need to obtain such highway licences from the Council prior to commencing work on site.

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





DATED *22 September* 2015

**(1) RAFID PROPERTIES LIMITED**

and

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
**200 KILBURN HIGH ROAD LONDON NW6 4JD**  
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

1781.259