

DATED

19 February 2015 ~~2016~~

(1) BREEZE HOLDINGS LIMITED

and

(2) HSBC 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
18-20 ST PANCRAS WAY LONDON NW1 0QG
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

1781.423



THIS AGREEMENT is made the

19

day of

February 2015

B E T W E E N:

- i. **BREEZE HOLDINGS LIMITED** (Co. Regn. No. 3503160) whose registered office is at Suite 1 Fusion House 1 Rochester Mews London NW1 9JB (hereinafter called "the Owner") of the first part
 - ii. **HSBC BANK PLC** of Securities Processing Centre, PO Box 3924, 79 Hoyle Street, Sheffield S1 9BD (hereinafter called "the Mortgagee") of the second part
 - iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the 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 LN121498 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 04 June 2015 and the Council resolved to grant permission conditionally under reference number 2015/3163/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.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN121498 and dated 7 March 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" erection of 3 bed mews house in rear courtyard and rear extension at upper ground floor level to existing 1 bed flat as shown on drawing numbers Location plan; EX.01; EX.02; EX.03; EX.04; PA.01 Rev.A; PA.02; PA.03; PA.04; PA.05; PA.06; Landscape Plans (PA.07); Heritage, Design & Access Statement, D01, Ref.1517; Transport Statement, Paul Mew Associates, Project: P1419, October 2015

2.4 "the Highways Contribution" the sum of £2,500 (two thousand five hundred pounds) 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) to repair any damage to the public highway in the general vicinity of the site caused as a direct result of the development
- (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 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Council the Owner the Mortgagee
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 04 June 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3163/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 18-20 St Pancras Way London NW1 0QG the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 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 of 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 4.1.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

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.

4.2.6. If the Certified Sum is less than the Highways Contribution then the Council shall within 21 (twenty one) days of the issuing of the said certificate pay to the Owner the amount of the difference.

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 2015/3163/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/3163/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/3163/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties

other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 2015/3163/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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
BREEZE HOLDINGS LIMITED
in the presence of:
acting by a Director and its Secretary
or by two Directors**

.....
Director

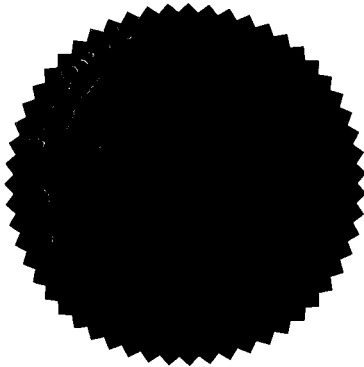
.....
Director/Secretary

EXECUTED as a Deed)
By HSBC BANK PLC)
By)
in the presence of:-)

.....

Continuation section 106 Agreement in relation to 18-20 St Pancras Way London NW1 0QG

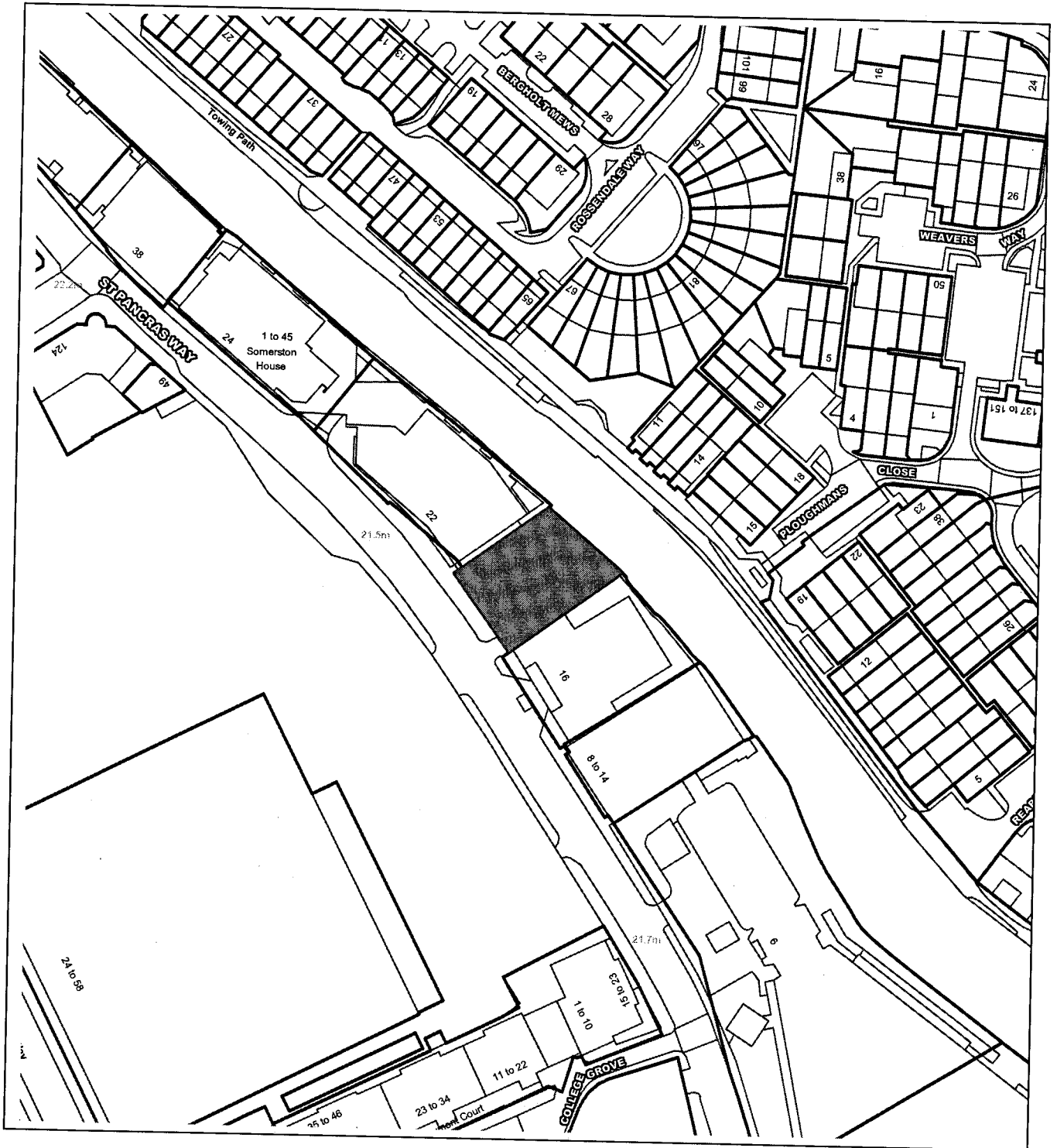
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)



R. Alexander
.....

Authorised Signatory

18-20 St Pancras Way London NW1 0QG



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Mr Tasou Associates
Tasou Associates
4 Amwell Street
London
EC1R 1UQ

Application Ref: **2015/3163/P**
Please ask for: **Hugh Miller**
Telephone: 020 7974 2624

19 November 2015

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
18-20 St Pancras Way
London
NW1 0QG

DECISION

Proposal:

Erection of 3x bedroom residential dwelling at upper ground floor level at rear, including extension to Flat 1 at 1st floor level at rear of Nos. 18-20 St. Pancras Way.

Drawing Nos: Location plan; Location plan; EX.01; EX.02; EX.03; EX.04; PA.01 Rev.A; PA.02; PA.03; PA.04; PA.05; PA.06; Landscape Plans (PA.07); Heritage, Design & Access Statement, D01, Ref.1517; Transport Statement, Paul Mew Associates, Project: P1419, October 2015.

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

Condition(s) and Reason(s):

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

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



- 2 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 policies 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 [Location plan; EX.01; EX.02; EX.03; EX.04; PA.01 Rev.A; PA.02; PA.03; PA.04; PA.05; PA.06; Landscape Plans (PA.07); Heritage, Design & Access Statement, D01, Ref 1517; Transport Statement, Paul Mew Associates, Project: P1419, October 2015]

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

- 4 The 'turning head' hereby approved at upper ground floor level and shown in red on drawing number 1517-PA.01 Revision A shall not be used for car parking purposes and shall be retained permanently as such to the satisfaction of the local planning authority.

Reason: In order to safeguard the pedestrian environment in accordance with policies CS5, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP18, DP19 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the occupation of the new residential dwellinghouse hereby approved the 'turning head' space hereby approved at upper ground floor level and shown in red on drawing number 1517-PA.01 A shall be clearly painted in white on the courtyard surface and shall be retained permanently as such to the satisfaction of the local planning authority.

Reason: In order to safeguard the pedestrian environment in accordance with policies CS5, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17, DP18, DP19 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

The application comprises two elements, a] the erection of a new 3x bedroom residential dwelling on part of the site comprise sections of the car parking space

and rear yard area; and b] extension to Flat 1 at 1st floor level of Nos. 18-20 St. Pancras Way a 6-storey mixed use building of residential on the upper floors and business floorspace at lower and upper ground floor levels.

The proposed 3-storey house has an irregular footplate and would be located on the east side of the rear yard; setting back from the Canal and abut the north boundary of no.16 St. Pancras Way an imposing 6-storey building that align with the Canal boundary on the east side. The house comprises 142sqm and be subordinate to the adjacent buildings in both scale and proportions. It would be largely glazed, which would ensure that it has a lightweight appearance and not appear bulky particularly when compared against the more noticeable bulkier neighbouring buildings. The contemporary design responds to the character and appearance of the neighbouring buildings which are themselves imposing but of modernist form. The setting of the new house with mixed flat sedum roof and pitched glazed roof would ensure no harm to neighbouring occupiers' amenity at no.16 St. Pancras Way; by means of loss of light or privacy. It would however, impact on occupiers' amenity at 1st floor level, but it's proposed to extend the 1st floor flat to provide a terrace plus an additional bedroom.

A 1st floor extension, which incorporate a roof terrace is proposed to the host (18-20 St Pancras Way) building at the rear, which would abut the new house. The extension would be largely glazed with matching materials to the new house. The new terrace would provide additional amenity space and mitigate against the impact on the occupiers outlook or sense of enclosure. The proposed house and extension would not give rise to any adverse impact on the Regents Canal or the wider conservation area. The living accommodation has been designed to incorporate all the necessary criteria to meet Lifetime Homes standards.

Transport: The applicant has submitted a traffic survey which demonstrate that the loss of 1x car parking space (3 spaces remaining) would not result in any significant impact on local on-street parking and is considered acceptable. Notwithstanding, a condition is added to safeguard the upper ground floor 'turning head' space (space between the upper ground floor & 1st floor) from being used as a parking space. In addition, the applicant has agreed to enter into a legal agreement for 'carfree' housing plus financial contribution to highways repair works post construction.

73 neighbours were consulted and no objections were received. The site's planning history was taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS4, CS5, CS6, CS11, CS13, CS14, CS15, CS16, CS18 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP16, DP17, DP18, DP19, DP21, DP22, DP23, DP24, DP26 and DP32 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.4, 3.5, 5.3, 5.11, 6.13, 7.4 and 7.6 of the London Plan March 2015; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 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 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.
- 4 The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained. Please visit <http://canalrivertrust.org.uk/about-us/for-businesses/undertaking-works-on-our-property>

The applicant is advised that surface water discharge to the waterway will require prior consent from the Canal & River Trust. Please contact Nick Pogson from the Canal & River Trust Utilities team (nick.pogson@canalrivertrust.org.uk).

The applicant/developer is advised that any oversail, encroachment or access to the waterway or towpath requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust regarding the required access agreement.

- 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

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

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

Yours faithfully

Director of Culture & Environment

DRAFT

DECISION





DATED

19 February 2015

(1) BREEZE HOLDINGS LIMITED

and

(2) HSBC BANK PLC

and

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

AGREEMENT
relating to land known as
18-20 ST PANCRAS WAY LONDON NW1 0QG
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
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Judd Street
London WC1H 9LP

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