

DATED 28 December 2016

(1) ZAMSHED MUHAMMAD UDDIN

and

(2) LANCASHIRE MORTGAGE CORPORATION LIMITED

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
110 DRUMMOND STREET LONDON NW1 2HN
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

2011

THIS AGREEMENT is made the 28th day of December 2016

BETWEEN:

1. **ZAMSHED MUHAMMAD UDDIN** of 110 Drummond Street, London NW1 2HN (hereinafter called "the Owner") of the first part
2. **LANCASHIRE MORTGAGE CORPORATION LIMITED** (Co. Regn. No. 02058813) of Lakeview Lakeside Cheadle, Cheshire SK8 3GW (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 NGL666718, 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 21 December 2015 and the Council resolved to grant permission conditionally under reference number 2015/5772/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 NGL666718 and dated _____ 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 mansard roof extension; rear extension at basement, ground, first and second floor level including windows and doors on side and rear elevation; rear terrace at second and third floor level; subdivision of 5-bed house to 3 units comprising 2 x 2-bed and 1 x studio units (Class C3) as shown on drawing numbers:- 110DRU-00; NG01 Rev A; NG02; NG03 Rev A; NG04 Rev A; NG05 Rev A; NG18; NG07 Rev A; NG08 Rev A; NG09 Rev A; NG10 Rev A; NG11 Rev A; NG12 Rev A; NG13; NG14 Rev A; NG15 Rev E; NG16 Rev F; NG17 Rev A; 06 Rev A; NG19 Rev A; 06 Rev A; NG20 Rev B; NG21 Rev A; NG28 Rev A; NG21 Rev A; NG23 Rev A; Daylight and Sunlight Assessment prepared by Herrington Consulting Limited dated December 2015

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	"the Nominated Units"	flat 2 (First Floor Studio Flat) shown on drawing no. NG14 Rev A annexed hereto; Flat 3 (Second and Third Floor Flat) shown on drawings no. NG15 (Rev A) and NG16 (Rev A) annexed hereto
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council the Owner and the Mortgagee
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 21 December 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5772/P subject to conclusion of this Agreement
2.9	"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

- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as 110 Drummond Street, London NW1 2HN the same as shown shaded grey on the plan annexed hereto
- 2.12 "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
- 2.13 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 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.
- 4.2 The Owner hereby covenants with the Council to ensure that prior to Occupying the Nominated Units forming part of the Development each new resident of the Nominated Units 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.
- 4.3 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.

- 4.4 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 2015/5772/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service , Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the planning reference number 2015/5772/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 and the Owner have caused their respective common seals to be hereunto affixed and the Mortgagee have executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY
ZAMSHED MUHAMMAD UDDIN
in the presence of:

)
)
)




.....
Witness Signature

Witness Name: SHARIEL MIK

Address: Unit 1, KEW BRIDGE PLAZA

Occupation: 8 KEW BRIDGE ROAD

SOLICITOR LONDON TW8 0FS.

CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO 110
DRUMMOND STREET LONDON NW1 2HN

EXECUTED AS A DEED BY
LANCASHIRE MORTGAGE CORPORATION LIMITED)

By
in the presence of:-

JONATHAN SALLY

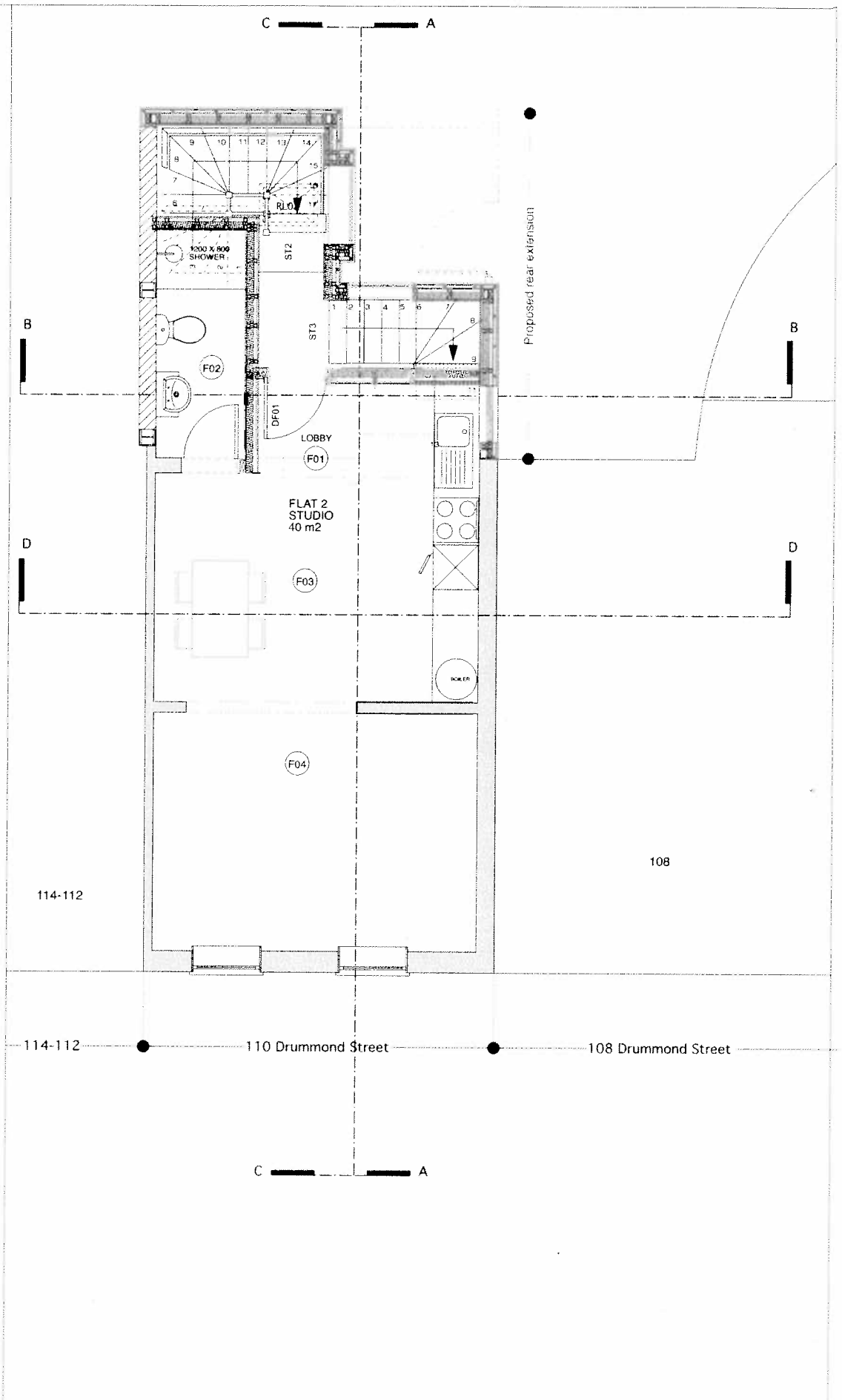
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

Authorised Signatory



NOTES

© This drawing remains the property of Golzari NG Architects. It should not be reproduced in hard or electronic copies without a prior permission from Golzari NG Architects.



Notes

Key

- Existing Walls
- Remove Walls
- Stud with StoHend outer panel
- Internal Insulated Stud Wall

GOLZARI (NG) ARCHITECTS

United Kingdom
30-41 North Road
London N7 1DB

+44 (0)2036743450

Email: info@ngarchitects.co.uk

Project No NG1404

Project
110 Drummond Street

Drawing Title
Proposed First

Drawing No NG14

Scale: 1:50 @ A3

Rev Date

Comments/Issue

1 2 10 14

Rev Date

Comments/Issue





1 2 10 14

Comments/Issue

1 2 10 14

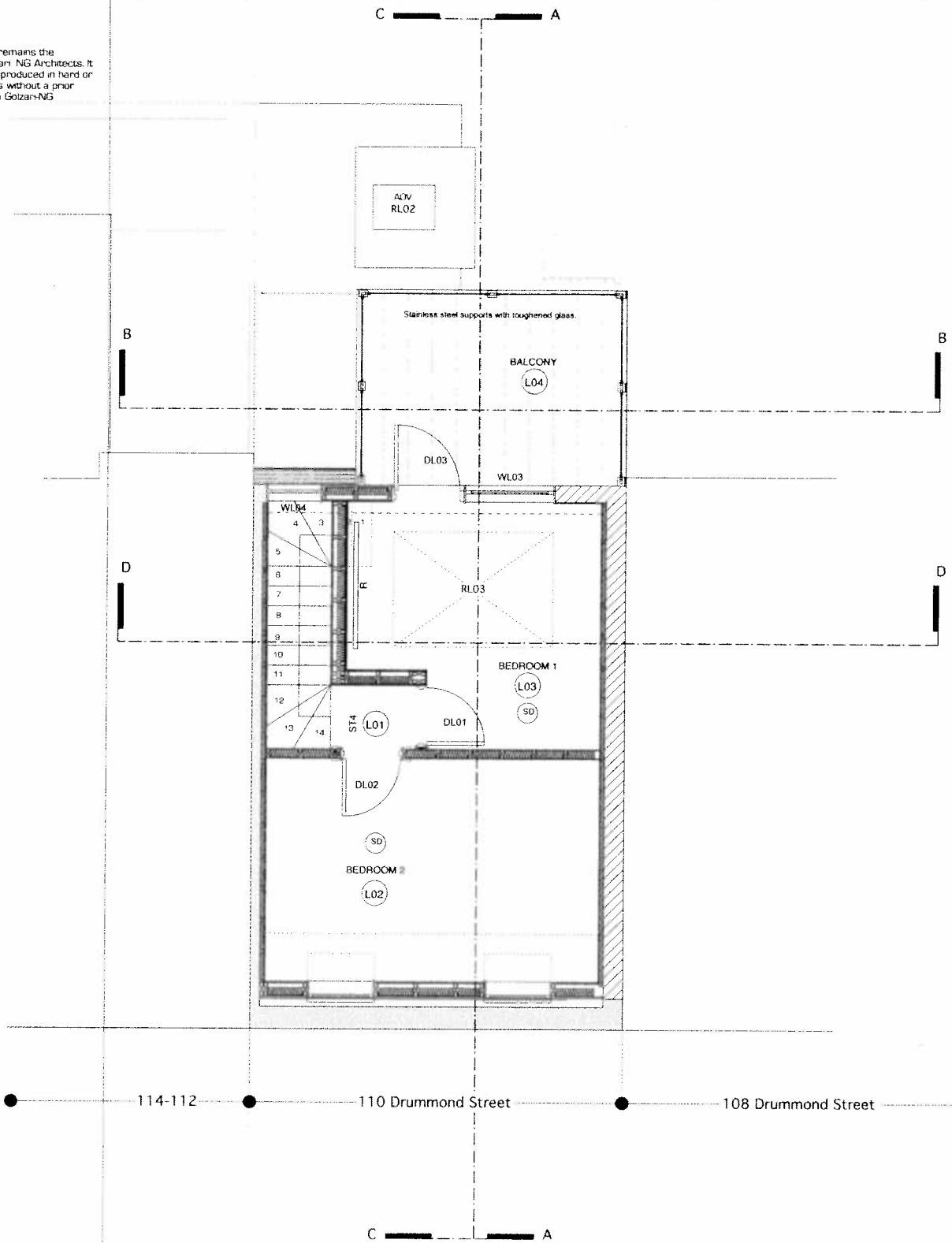
© This drawing remains the property of Golzan NG Architects. It should not be reproduced in hard or electronic copies without a prior permission from Golzan-NG Architects.



Notes	<p>Key</p> <p> Existing Walls</p> <p> Remove Walls</p> <p> Stud with SkoFend outer panel</p> <p> Internal Insulated Stud Wall</p>	<p>GOLZARI (NG) ARCHITECTS</p> <p>Unlisted Phone 10-11 North Road London N7 6JN</p> <p>+44 (0)2030748402</p> <p>Email: info@ngarchitects.co.uk</p>	<p>Project No NG1404</p> <p>Project 110 Drummond Street</p>	<p>Drawing No NG15</p> <p>Scale: 1:50@A3</p>	<p>Rev</p> <p>A</p>	<p>Date</p> <p>05/10/15</p>	<p>DRWN</p>
			<p>Drawing Title</p> <p>Proposed Second</p>	<p>Comments/Issues</p> <p>For Approval/Revision</p>			

NOTES

© This drawing remains the property of Golzari NG Architects. It should not be reproduced in hand or electronic copies without a prior permission from Golzari-NG Architects.



Notes

Key

- Existing Walls
- Remove Walls
- External Insulated Stud Wall
- Internal Insulated Stud Wall

GOLZARI (NG) ARCHITECTS

Unit 1 House
314-1 North Road
London N7 6DP

+44 (0)2030748362

Email: info@ngaritects.co.uk

Project No NG1404

Project
110 Drummond Street

Drawing Title
Proposed Third/Maisonard

Drawing No NG16

Scale: 1:50@A3

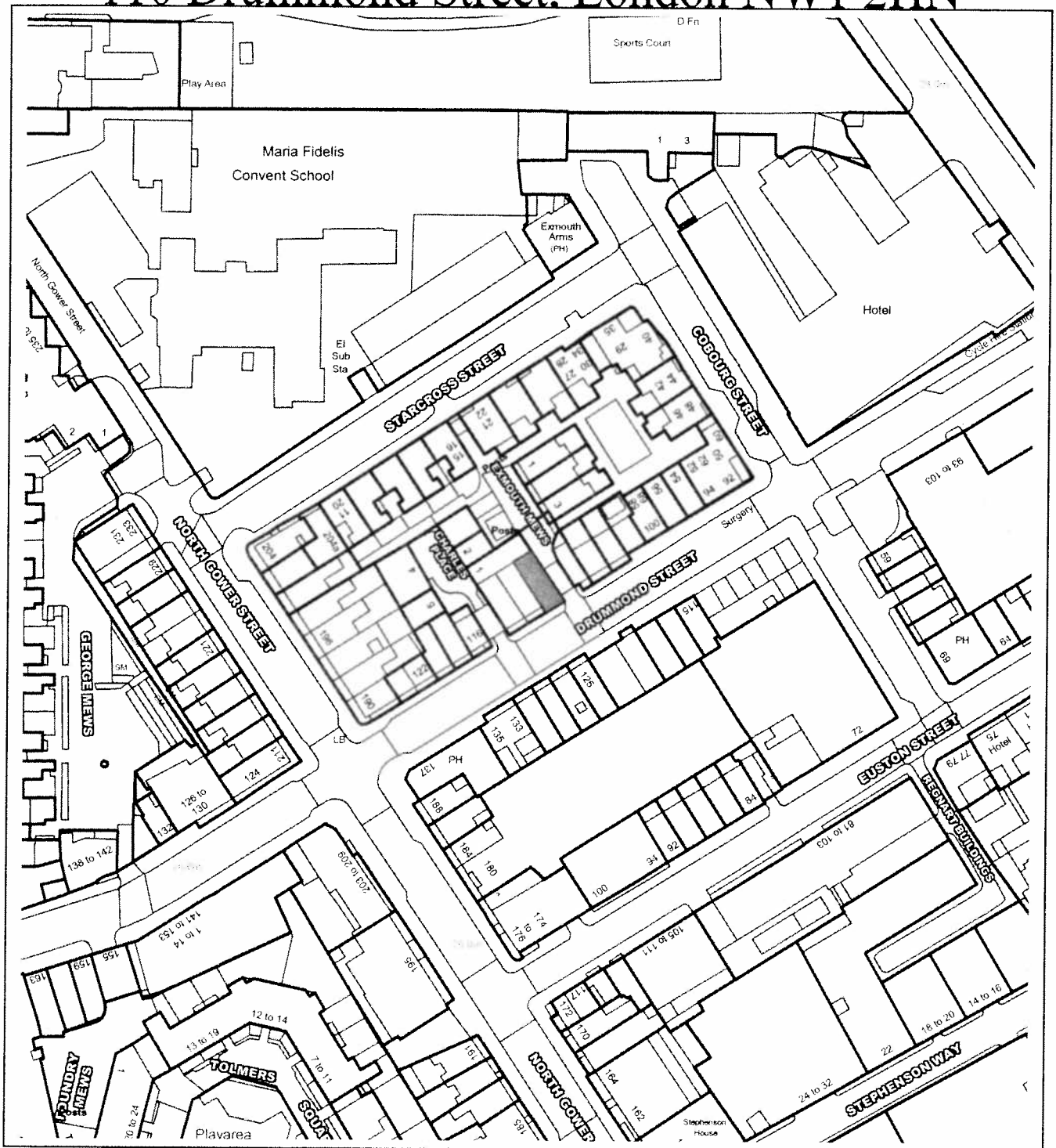
Comments/Issue
For information only

Rev Date DRWN

1 16/10/15

NORTHGATE SE GIS Print Template

110 Drummond Street. London NW1 2HN



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.

Golzari ng-architect
United House
UNIT 302
39-41 North Road
London
N7 9DP

Application Ref: **2015/5772/P**

28 November 2016

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:
110 Drummond Street
London
NW1 2HN

DECISION
Proposal:

Erection of mansard roof extension; rear extension at basement, ground, first and second floor level including windows and doors on side and rear elevation; rear terrace at second and third floor level; subdivision of 5-bed house to 3 units comprising 1 x 2-bed, 1 x 1-bed and 1 x studio units (Class C3).

Drawing Nos: 110DRU-00; NG01 Rev A; NG02; NG03 Rev A; NG04 Rev A; NG05 Rev A; NG18; NG07 Rev A; NG08 Rev A; NG09 Rev A; NG10 Rev A; NG11 Rev A; NG12 Rev A; NG13; NG14 Rev A; NG15 Rev E; NG16 Rev F; NG17 Rev A; 06 Rev A; NG19 Rev A; 06 Rev A; NG20 Rev B; NG21 Rev A; NG28 Rev A; NG21 Rev A; NG23 Rev A; Daylight and Sunlight Assessment prepared by Herrington Consulting Limited dated December 2015.

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 110DRU-00; NG01 Rev A; NG02; NG03 Rev A; NG04 Rev A; NG05 Rev A; NG18; NG07 Rev A; NG08 Rev A; NG09 Rev A; NG10 Rev A; NG11 Rev A; NG12 Rev A; NG13; NG14 Rev A; NG15 Rev E; NG16 Rev E; NG17 Rev A; 06 Rev A; NG19 Rev A; 06 Rev A; NG20 Rev B; NG21 Rev A; NG28 Rev A; NG21 Rev A; NG23 Rev A; Daylight and Sunlight Assessment prepared by Herrington Consulting Limited dated December 2015.

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

- 4 The waste storage and removal area (including recycled materials) as shown on the hereby approved plans shall be provided prior to any occupation of the proposed units and permanently retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 5 A 1.8 metre high screen, details of which shall have been first submitted to and approved in writing by the Council, shall be erected on the west side of the second and third floor roof terrace prior to commencement of use of the roof terrace and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The cycle storage area, containing three spaces, as shown on the hereby approved plans shall be provided prior to any occupation of the proposed units and permanently retained thereafter.

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

Informative(s):

- 1 Reasons for granting permission.

Housing is regarded as the priority land-use of the Local Development Framework, and the Council will make housing its top priority when considering the future of unused and underused land and buildings. The proposal seeks to sub-divide the existing 5-bed property into three units comprising 1 x 2-bed, 1 x 1-bed units and 1 x studio units. Policy DP5 identifies 1-bed units and studios as having a "lower" priority in the dwelling size table. Whilst this is not considered ideal in policy terms, it is recognised that the site has a limited floor plate on which to develop and an extant planning permission exists to develop the upper floors for residential purposes. It is therefore considered that the limited floor plate, and the fact that national floorspace requirements have been updated to require more floorspace for 2 storey dwellings, the proposed mix of units is therefore considered acceptable. A Daylight and Sunlight Assessment has been submitted in support of the application which demonstrates that all rooms will meet or exceed the minimum target ADF values set out within the BRE guidelines and the British Standards.

The scale and proportions of the proposed extensions would closely match those built to the rear of no.112 and is therefore considered appropriate given the historic pattern of extension development in this location. The rear elevation is already greatly obscured from views from Exmouth Mews by a 4m high brick wall, which encloses a hardstanding yard, and this elevation has no notable architectural features that merit retention. It is considered a full-width extension which extends the height of the existing rear elevation can be supported, particularly in the context of it matching no.112 and as no.108 also has a full-width rear extension. The timber screens to the rear will provide a degree of unification whilst providing a degree of visual interest, through the patterning of the elements comprising the screen work. Due to the number of mansard roof extensions along this stretch of Drummond Street, the principle of a mansard roof extension is considered appropriate. This design of the mansard is the same as was granted as part of the previous permission for the site (Ref: 2012/0632/P) and is still considered acceptable.

Two terraces are proposed to the rear of the building at second and third floor level. Both terraces at second and third floor level are adjacent to terraces at no.112. It would therefore be appropriate to include a condition requesting that a 1.8m high privacy screen is erected to prevent the opportunity for overlooking.

The site has a PTAL rating of 6b (excellent) which means it is highly accessible by public transport. A car free agreement for two of the three units therefore needs to be secured as a Section 106 planning obligation in accordance with policy DP18. A total of three cycle parking spaces are provided and are considered to be appropriate given the limited amount of space available on site.

No objections have been 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 CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP18, DP24, and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 6.3, 6.9, 6.13, 7.4, and 7.6 of the London Plan 2015 Consolidated with Alterations Since 2011; and paragraphs 14, 17, and 56-66 of the National Planning Policy Framework.

- 2 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.
- 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 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.

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

DRAFT

DECISION

DATED 28 December 2016

(1) ZAMSHED MUHAMMAD UDDIN

and

(2) LANCASHIRE MORTGAGE CORPORATION LIMITED

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
110 DRUMMOND STREET LONDON NW1 2HN
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