

DATED

19 January

2017

(1) BEREALIMITED

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  
28 Loveridge Road, London NW6 2DT  
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 1918  
Fax: 020 7974 2962

CLS/COM/SEA/1800.73  
FINAL



**THIS AGREEMENT** is made the 19<sup>th</sup> day of January 2017

**BETWEEN:**

- i. **BEREA LIMITED** (Co. Regn. No. 08151408) whose registered office is at 2<sup>nd</sup> Floor Hygeia House, 66 College Road, Harrow, Middlesex, HA1 1BE (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 fourth 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 390134.
- 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 14 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5626/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 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"         | conversion of house into 3x self-contained flats, erection of ground floor side extension with green roof and 1 <sup>st</sup> floor terrace, reconstruction of existing 1 <sup>st</sup> floor rear extension including 2 <sup>nd</sup> floor terrace, replacement of windows with doors at 1 <sup>st</sup> and 2 <sup>nd</sup> floor level, replacement of existing uPVC windows with timber sash at front and rear as shown on drawing numbers Design and Access statement, M4 statement in email dated 1/12/16, EX01, EX02, EX03, EX04, EX05, EX06, EX07, PP01RevB, PP02RevA, PP03, PP04, PP05, PP06RevA, PP07RevA, PP09RevA |
| 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 | "Nominated Unit(s)"       | the 1 x 1 bedroom unit located on the first floor of the property as shown on drawing number PP02 and the 1 x 2 bedroom unit on the second/third floor of the property as shown on drawing numbers PP03 and PP04   |

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 and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5626/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 28 Loveridge Road, London NW6 2DT 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

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 and 6 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 Nominated Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

**CAR FREE**

- 4.1 To ensure that prior to occupying any Nominated Unit (being part of the Development) each new occupier of a Nominated Unit 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to occupy or use (or permit the occupation or use of) any Nominated Unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.
- 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 and 4.2 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 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 2016/5626/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 2016/5626/P.

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, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/5626/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. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

CONTINUATION OF AGREEMENT IN RELATION TO 28 LOVERIDGE ROAD,  
LONDON NW6 2DT

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  
BEREA LIMITED *acting by a director* )  
~~was hereunto affixed~~ ) *Alhais*  
in the presence of:-/  
~~acting by a Director and its Secretary~~ )  
~~or by two Directors~~ )

.....  
~~Director~~

.....  
Director/Secretary

*Ray Oshry*  
Ray Oshry  
Solicitor  
Harold Benjamin  
Solicitors  
67/71 Lowlands Road  
Harrow  
Middlesex HA1 3EO

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

*R. Alexander*  
.....  
Authorised Signatory





P. Alexander

# NORTHGATE SE GIS Print Template



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TR STUDIO  
2 Northdown Street  
London  
N1 9BG

Application Ref: **2016/5626/P**

13 January 2017

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:  
**28 Loveridge Road**  
**London**  
**NW6 2DT**

**DECISION**  
Proposal:

Conversion of house into 3 self-contained flats; erection of ground floor rear and side extension with green roof and 1st floor roof terrace; reconstruction of existing 1st floor rear extension with 2nd floor roof terrace; replacement of windows with doors at 1st and 2nd floor levels; replacement of existing uPVC windows with timber sashes at front and rear  
Drawing Nos: Design and Access statement, M4 statement in email dated 1/12/16, EX01, EX02, EX03, EX04, EX05, EX06, EX07, PP01RevB, PP02RevA, PP03, PP04, PP05, PP06RevA, PP07RevA, PP09RevA.

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:  
Design and Access statement, M4 statement in email dated 1/12/16, EX01, EX02, EX03, EX04, EX05, EX06, EX07, PP01RevB, PP02RevA, PP03, PP04, PP05, PP06RevA, PP07RevA, PP09RevA.

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

- 4 The new units hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) prior to occupation.

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.

- 5 Before the development commences, details of secure and covered cycle storage area for 3 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new 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.



- 6 Before the development commences, details of the location, design and method of waste storage and removal, including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 1.6 metre high privacy screens, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected on the sides of the 1st and 2nd floor roof terraces facing no.26 Loveridge Road prior to commencement of use of the roof terrace and shall be permanently retained.

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.

Informative(s):

- 1 Reasons for granting permission.

The application is a resubmission of the scheme granted planning permission on 27/03/2015 ref: 2014/4550/P; the main change is for the reconfiguration of the new rear extension which sees a reduction in depth of the approved rear extension, but increased to full width up to the boundary with neighbour No.30 Loveridge Road.

The proposed extension's wall adjoining the side of No.30 is 2.1 metres high with a sloping glass roof and a different rear profile. It is considered that the overall ground floor extension is considered modest and subordinate to the host property and not overly bulky. The replacement timber sash windows are welcomed and appropriate. The metal balustrade around the roof terraces has a simple design and is considered acceptable.

Policy DP5 identifies 2-bedroom market units as having a 'very high' priority in the borough and 1-bed units as a lower priority. Thus the proposed two 2-bed flats are welcomed and the overall housing mix is considered acceptable. The unit sizes for the 1st and 2nd floors are as previously approved. Although the 1-bed flat at 1st floor level would be somewhat below the minimum standard required for a 1 bedroom 2 persons unit, this flat would have outdoor amenity space on a 10sqm terrace and in this context, the overall floorspace is considered acceptable in this instance. The 2 bedroom maisonette at 2nd and 3rd floor would also be below the minimum required for a 3 person unit. This flat would also have access to a terrace as outdoor amenity space, thus the floorspace of the 2 bed unit is also considered acceptable. The 1 bedroom 2 person flat at ground floor would measure 64sqm

and meets the minimum standard for a 2 person unit at 70sqm. Furthermore, all flats and habitable rooms would have good levels of outlook with outdoor amenity space.

With regards to amenity, as with the previous permission, the proposed terraces at 1st and 2nd floor would have 1.6m high privacy screens on the boundary with No.26. The privacy screens would ensure there would be no harmful overlooking to this property. A condition would be added to require submission of details of these screens and for them to be placed prior to occupation of the flats.

With regards to the impact on outlook and light to no.26, the depth of the extension is now reduced and therefore would have less impact than the previous scheme. With regards to impact on no.30, the side rear extension has a reduced height alongside the boundary wall and also a lightwell between the main house and the new extension; it is considered that there would be no harmful loss of light or outlook to this neighbouring property.

The applicant has provided a statement which indicates that Part M4 criteria of Building Regulations regarding lifetime homes would be met. The proposal is for a conversion of an existing property and therefore in the context of those constraints, it is considered that the proposals have adequately met these requirements where possible.

- 2 As with the previous permission, one of the units would be able to apply for car parking permits, whereas the other 2 new flats in the development would need to be 'car-free' by way of a S106 legal agreement in order to prevent further traffic generation and parking congestion. The proposal also requires space allocated for cycle parking and would require sufficient space for 3 cycle spaces; further details in respect of their location would be sought by condition. Also further details will be needed of proposed refuse storage details, to be sought by condition.

The planning history of the site has been taken into account when coming to this decision. No objections were received prior to making this decision.

The proposal accords with policies CS1, CS5, CS6, CS11, CS14, CS19 of the London Borough of Camden Local Development Framework Core Strategy, policy DP2, DP5, DP6, DP17, DP18, DP19, DP24 and DP26 of the London Borough of Camden Local Development Policies and policy 2 of the Fortune Green and West Hampstead Neighbourhood Plan.

- 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 Noise and Licensing Enforcement Team, 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 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.
- 6 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.
- 7 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £980.50 (19.61 sqm x £50) for the Mayor's CIL and £9805 (19.61 sqm x £500) using the relevant rate for uplift in that type of floorspace for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

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

Supporting Communities Directorate





DATED 19 January 2017

(1) BEREALIMITED

and

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

**AGREEMENT**  
relating to land known as  
28 Loveridge Road, London NW6 2DT  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
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