

DATED

31 July

2017

(1) FAIRHAZEL CO-OPERATIVE 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

**Flat 1, Wroxham Mansions, 38 Canfield Gardens, London, NW6 3LB
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/1800.267
FINAL 210717

THIS AGREEMENT is made the 31st day of July 2017

BETWEEN:

- i. **FAIRHAZEL CO-OPERATIVE LIMITED** (Co. Regn. No. IP21474R) of 23 Compayne Gardens, London, NW6 (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 NGL270612.
- 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 16 February 2017 and the Council resolved to grant permission conditionally under reference number 2017/0868/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 existing ground floor self-contained flat (4 bedroom) into 2 self-contained flats (1 x 1 bed and 1 x 3 bed) (Class C3) as shown on drawing numbers Location plan; 14135/01; 14135/02; 14135/1312/02; Design and Access Statement, February 2017
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 Unit"	the one bedroom self-contained flat the same as shown hatched in green on the drawing 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 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 16 February 2017 for which a resolution to grant permission has been passed conditionally under reference number

2017/0868/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 Flat 1 Wroxham Mansions, 38 Canfield Gardens, London, NW6 3LB 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 Development 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 the Nominated Unit (being part of the Development) each new occupier of the 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 2017/0868/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 2017/0868/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 2017/0868/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 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. **JOINT AND SEVERAL LIABILITY**

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

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)
FAIRHAZEL CO-OPERATIVE LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....*Shahwar Kabir*.....

Director

.....*Wakefield*.....

Director/Secretary

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

.....*P. Alexander*.....

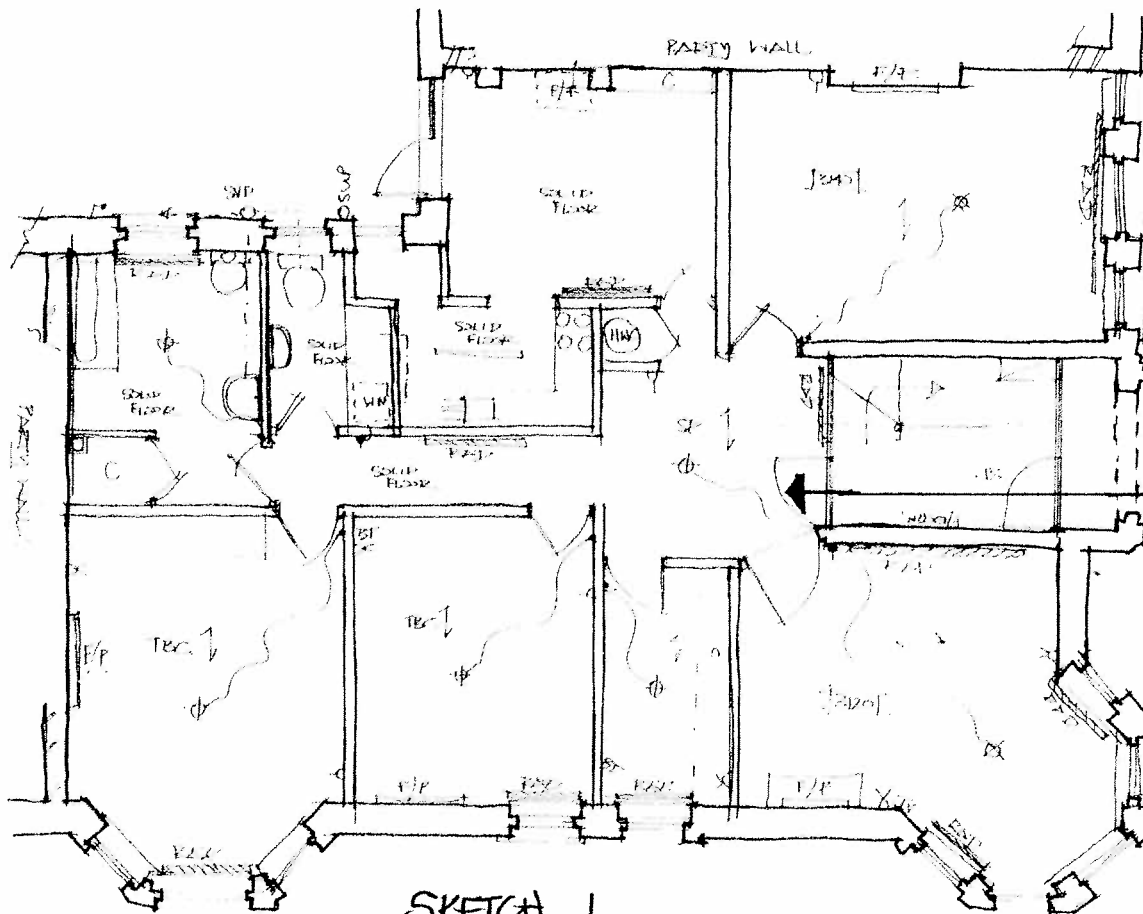
Authorised Signatory



NORTHGATE SE GIS Print Template



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SKETCH 1

Copyright Andrew Lismore Associates. No implied liability exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility.

EXTENT OF EXISTING FLAT 1.

Revision

Project
FLAT 1
36 CANFIELD Gdns

Drawing
EXISTING PLAN

Scale at A3
1:50

Date
DEC 2016

Drawing No. 14135/01

Rev

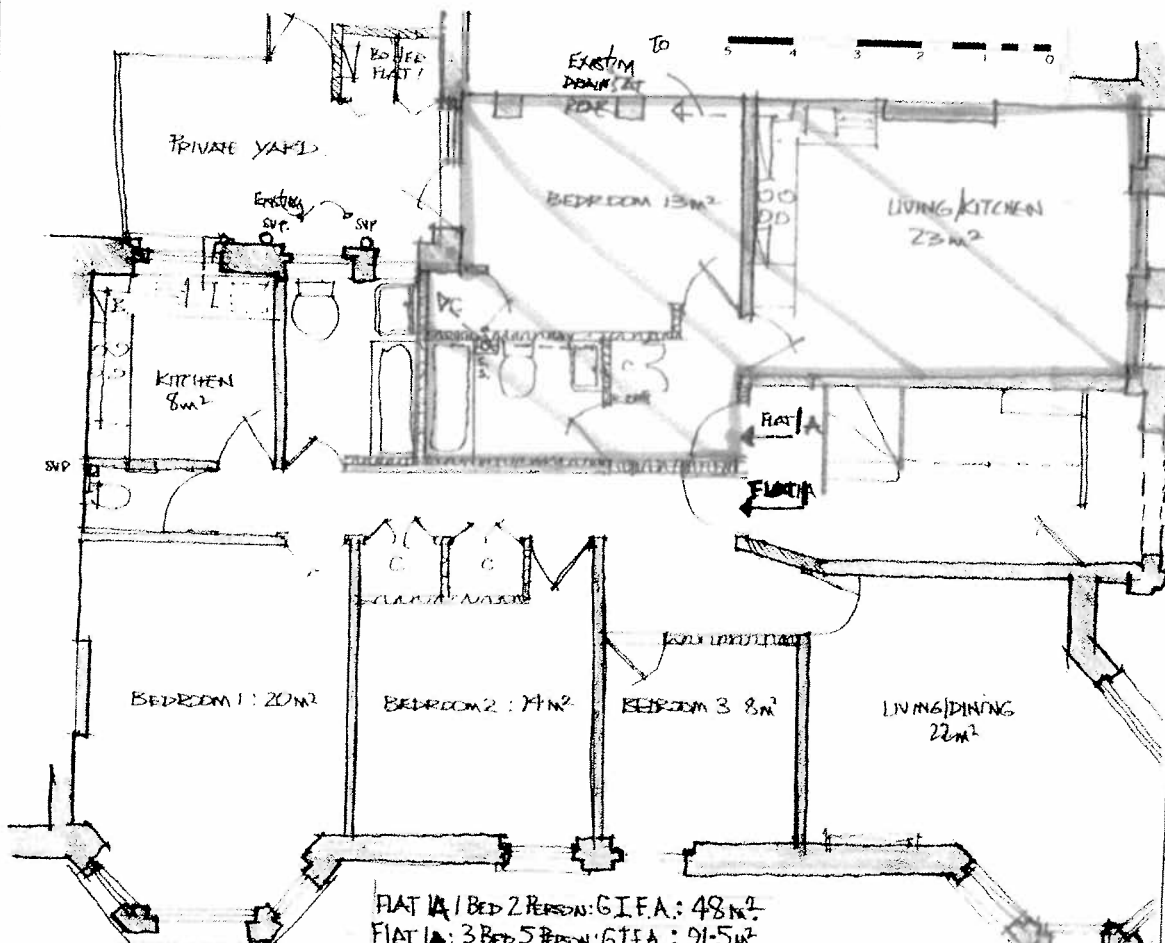
Drawn by

Checked by

Status

Andrew Lismore
Associates

Project House
2 Aldersgate Road
London
EC1A 3AE
Tel: 0800 542 0198
and@lismoreassociates.co.uk



FLAT 1A 1 BED 2 PERSON: G.I.F.A.: 48m²
FLAT 1A 3 BED 5 PERSON: G.I.F.A.: 91.5m²
SKETCH 2

Copyright Andrew Lismore Associates. No implied liability exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility.

THE DEVELOPMENT FLAT 1A

EXISTING
FLAT 1

Project
FLAT 1 36 CANFIELD GARDENS

Client

FAIRHAZEL
CO-OPERATIVE

Drawing
PROPOSED PLAN

Scale at A3
1:50

Date
01.2017

Drawing No. 14135/02

Rev

Status
PLANNING

Andrew Lismore
Associates

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Third Floor
2 Athenaeum Road
Whetstone
LONDON
N20 9AE

Application Ref: **2017/0868/P**

24 July 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:

**Flat 1 Wroxham Mansions
38 Canfield Gardens
London
NW6 3LB**

Proposal:

DECISION
Conversion of existing ground floor self-contained flat (4 bedroom) into 2 self contained flats :1 x (1bed) and 1x (3 bed) (Class C3).

Drawing Nos: Location plan; 14135/01; 14135/02; 14135/1312/02; Design and Access Statement, February 2017.

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 policies A1, D1 and D2 of the London Borough of Camden Local Plan..

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans [Location plan; 14135/01; 14135/02; 14135/1312/02; Design and Access Statement, February 2017.]

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

- 4 The two cycle spaces hereby approved and shown at the front ground floor level plan shall be provided in its entirety prior to the first occupation of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policies T1 and T2 of the Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposed conversion of the existing 4 bedroom self-contained flat into 1x3 and 1x1 bedroom flats is considered compliant with policy DP5 in that it maximises the supply of additional homes in the borough and would not result in the loss of any residential units.

The proposed ground floor flats would have gross internal areas (GIA) of 48.0sqm and 91.5sqm. The 1xb unit has a double bedroom (13sqm) and a generous sized living/kitchen dining room (23sqm), which is acceptable as a 1person unit and although it falls below the minimum recommended national residential space standards, is sufficiently large to provide a 2persons accommodation and is acceptable in this context. The 3xbed unit comprises 8, 14 and 20sqm bedrooms each would be compliant with the national residential space standards and is considered acceptable. The applicant states, that the rationale behind the proposals is to adapt, improve the Co-operative's housing stock to meet the changing needs/demographic nature of its tenants. It is considered the floor space difference is marginal and under the circumstances the proposed conversion into 2x self-contained flats are acceptable. The occupier has demonstrated their continued occupation of the 1p unit and therefore only the additional unit is subject to the carfree agreement. Two cycle storage spaces would be provided at the front ground floor level all in compliance with LDF policies and subject to condition.

The proposal, by virtue of the majority of its works being internal, would cause negligible harm to any adjoining residential occupiers in terms of natural light, outlook, privacy, light spill or added sense of enclosure. All new build or converted dwellings are required to achieve 110litres, per person, per day (including 5 litres for external water use) and shall be subject to condition.

No letters of objection were received prior to making this decision. The planning history of the site and surrounding area has been taken into account when coming to this decision. This will be secured by condition.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 (CA's) of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposal is in general accordance with policies CS5, CS6, CS11, CS14 and CS19 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 of the London Plan 2016 and the National Planning Policy Framework 2012. The proposal also accords with policies A1, D1, H1; H6; T1; T2; of the London Borough of Camden Submission Draft Local Plan 2016.

- 2 The Inspector's report on the Local Plan was published on 15 May 2017 and concludes that the plan is 'sound' subject to modifications being made to the Plan. While the determination of planning applications should continue to be made in accordance with the existing development plan until formal adoption, substantial weight may now be attached to the relevant policies of the emerging plan as a material consideration following publication of the Inspector's report, subject to any relevant recommended modifications in the Inspector's report.

- 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 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

Supporting Communities Directorate

DATED

31 July

2017

(1) FAIRHAZEL CO-OPERATIVE LIMITED

and

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

A G R E E M E N T

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**Flat 1, Wroxham Mansions, 38 Canfield Gardens, London, NW6 3LB
pursuant to Section 106 of the Town and Country Planning
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