

DATED 11<sup>th</sup> SEPTEMBER 2017

**(1) 109 GREENCROFT GARDENS LIMITED**

and

**(2) SIMON ANTHONY EDER and SHARON ZEKARIA EDER**

and

**(3) LENDINVEST SECURITY TRUSTEES LIMITED**

and

**(4) 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 4 109 GREENCROFT GARDENS LONDON NW6 3PE**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

**Section 16 of the Greater London Council (General Powers) Act 1974;**

**Section 111 of the Local Government Act 1972; and**

**Section 1(1) of the Localism Act 2011**

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 797 21884

G:\case files\culture & env\planning\NS\s106 Agreements\Flat 4 109 Greencroft Gardens(CF)

CLS/COM/NS/1800.328

FINAL

THIS AGREEMENT is made the 11<sup>th</sup> day of SEPTEMBER 2017

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

- A. **109 GREENCROFT GARDENS LIMITED** (Co. Regn. No. 3151213 whose registered office is at Flat 4, Greencroft Gardens, London NW6 3PE (hereinafter called "the Freeholder") of the first part
- B. **SIMON ANTHONY EDER and SHARON ZEKARIA EDER** of Flat 4, 109 Greencroft Garden, London NW6 3PE (hereinafter called "the Leaseholders) of the second part
- C. **LENDINVEST SECURITY TRUSTEES LIMITED** (Co. Regn No.08743617) of 8 Mortimer Street, London, W1T 3JJ (hereinafter called "the Mortgagee") of the third part
- D. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL729096
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title Absolute of the Property under Title Number NGL741352.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 8<sup>th</sup> May 2017 and the Council resolved to grant permission conditionally under reference number 2017/2618/P subject to the conclusion of this legal Agreement.
- 1.7 The Council is the local planning authority for the purposes of the Act and Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL741352 and dated 2 February 2015 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
	"the Development"	internal alterations associated with the conversion of existing 1 x 4Bed maisonette into 1 x 1Bed flat and 1 x 2Bed maisonette (Class C3) as shown on drawing numbers:- PI 001, PI 003, PI 004, PI 005, WD 002, Design and Access Statement and Planning Statement no date.

2.3	"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
2.4	"the Nominated Unit"	Flat 4 forming part of the development the same as on the drawing numbered PI 003 annexed hereto
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council, the Owners and the Mortgagee
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 8 May 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2618/P subject to conclusion of this Agreement
2.8	"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
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as Flat 4 109 Greencroft Gardens, London, NW6 3PE the same as shown shaded grey on the plan annexed hereto
2.11	"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

2.12	"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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 and 4.2 for all relevant purposes.

#### 4. **OBLIGATIONS OF THE OWNER**

4.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:

- (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 residential 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 Development has taken or is about to take place.

5.1.1 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 2017/2618/P the date upon which the Development will be ready for Occupation.

5.2 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.

5.3 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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/2618/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. JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owners and the Mortgagee 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

**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 )  
109 GREENCROFT GARDENS LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )**

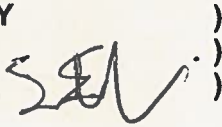
.....  .....

**Director**


.....  .....

**Director/Secretary**

EXECUTED AS A DEED BY  
SIMON ANTHONY EDER  
In the presence of

)  
)  
)  


.....  
Witness Signature

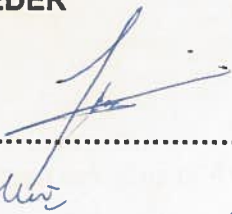


Witness Name: STEPHANIE HANSON

Address: FLAT 5, 51 CAVERSHAM RD  
LONDON NWS 2DR

Occupation: FINANCE MANAGER

EXECUTED AS A DEED BY  
SHARON ZEKARIA EDER  
In the presence of

)  
)  
)  


.....  
Witness Signature

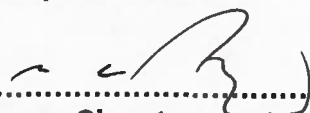


Witness Name: CHIA PHENG PECK

Address: 98C AMHURST PARK  
LONDON N16 5AR

Occupation: TEACHER

EXECUTED AS A DEED BY  
LENDINVEST SECURITY  
TRUSTEES LIMITED  
In the presence of

)  
)  
)  


.....  
Witness Signature



Witness Name: AARON CUMMINGS

Address: TWO FITZROY PLACE, 8 MORTIMER STREET  
LONDON W1T 3J5

Occupation: LOAN SERVICING SPECIALIST

THIS IS A CONTINUATION OF THE AGREEMENT IN RELATION TO FLAT 4 109 GREENCROFT GARDENS

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

..... *R. Alexander* .....

Authorised Signatory





THE NATIONAL CENTER FOR HUMAN GENOME RESEARCH  
1000 EAST 17TH AVENUE  
DENVER, COLORADO 80202  
TEL: 303-733-1400  
FAX: 303-733-1401

*Michael S. ...*  
DIRECTOR

CONCLUSION

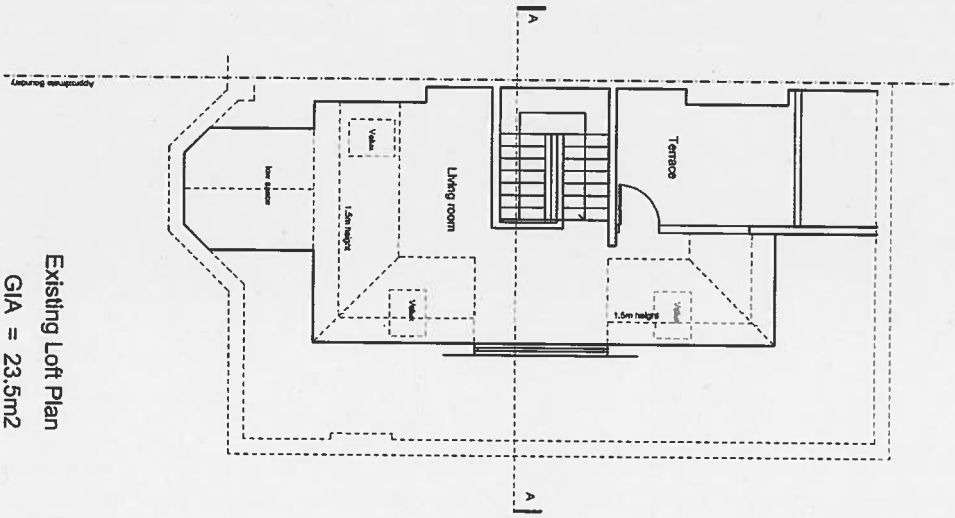
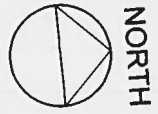


# NORTHGATE SE GIS Print Template

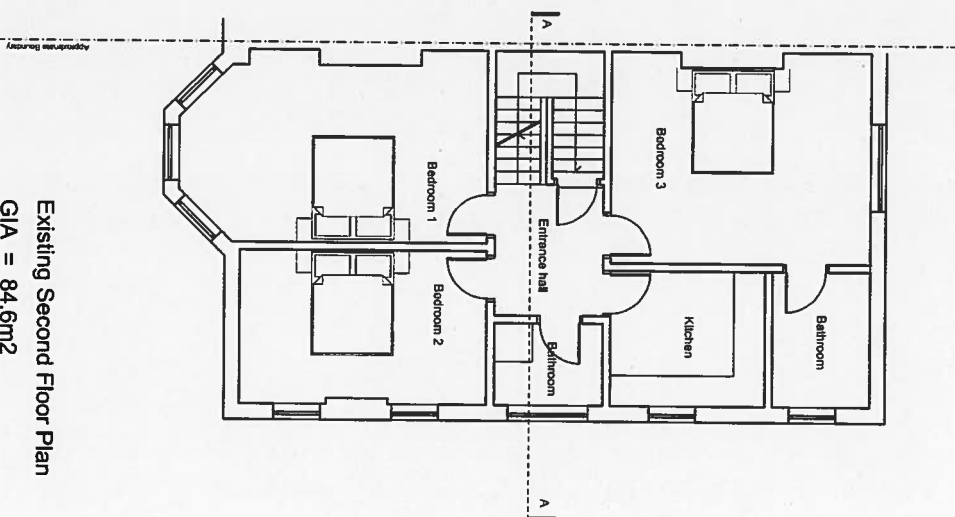


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Existing Loft Plan  
GIA = 23.5m<sup>2</sup>



Existing Second Floor Plan  
GIA = 84.6m<sup>2</sup>

total flat GIA = 108.1 m<sup>2</sup>

109 Greencroft Gardens, Flat 4, NW6 3PE  
Existing Flat Conversion into two flats  
Existing Plans

Rev.

**Monika Dawlud**  
ARCHITECTS

53 Lang Lane, Leppings Hall, London, N16 1JH  
Tel: 020 8329 1411 Fax: 020 8329 1411

Client: Sharon & Simon Eder  
Date: 05.2017  
Scale: 1:100  
Dwg no: PI 003





Mrs Monika Dawlud  
53 Long Lane  
London  
N3 2HY

Application Ref: **2017/2618/P**

11 August 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 4 109 Greencroft Gardens  
London  
NW6 3PE**

Proposal:

**Internal alterations associated with the conversion of existing 1 x 4Bed maisonette into 1 x 1Bed flat and 1 x 2Bed maisonette (Class C3).**

**DECISION**

Drawing Nos: PI 001, PI 003, PI 004, PI 005, WD 002, Design and Access Statement and Planning Statement no date.

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 The development hereby permitted shall be carried out in accordance with the following approved plans PI 001, PI 003, PI 004, PI 005, WD 002, Design and Access Statement and Planning Statement no date.

Reason:

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

- 3 Prior to first occupation the 3 x cycle shown on the plan number WD002 shall be provided and be and permanently retained in its entirety thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposed conversion of the maisonette into two dwellings consisting of 1 x 1Bed and 1 x 2bed maisonette is considered acceptable. The proposed 2 bed maisonette at second floor level would comply with the nationally prescribed space standards (2016) measuring approximately 73sqm which is appropriate for a 2B/3P flat. In addition, the maisonette would benefit from a roof terrace, which provides 8.3sqm of amenity space.

The proposed 1 bed self-contained flat at 2nd floor level would measure approximately 37sqm, meeting the nationally prescribed space standard (2016) for a 1B/1P flat. It is considered that both flats would provide adequate internal circulation, light, outlook and external amenity space.

The application site has a PTAL rating of 5 and in accordance with Policy T2 of the Local Plan 2017, the flat being created would be secured by a S106 legal Agreement as car-free so as not to increase pressure on the public highway. In addition, the design of the proposed 3 x enclosed cycle parking spaces would be secured by condition.

No comment/object was received and the sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, CC5, T1, T2, H1 and H6 of the Camden Local Plan 2017, policies in the London Plan March 2016, the relevant paragraphs of the National Policy Framework.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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 Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 5 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.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

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

**DECISION**



THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 435

LECTURE 1

STATISTICAL MECHANICS

1.1

STATISTICAL MECHANICS

STATISTICAL MECHANICS

STATISTICAL MECHANICS

DATED 17TH SEPTEMBER 2017

**(1) 109 GREENCROFT GARDENS LIMITED**

and

**(2) SIMON ANTHONY EDER and SHARON ZEKARIA EDER**

and

**(3) LENDINVEST SECURITY TRUSTEES LIMITED**

and

**(4) 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 4 109 GREENCROFT GARDENS LONDON NW6 3PE**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

**Section 16 of the Greater London Council (General Powers) Act 1974;**

**Section 111 of the Local Government Act 1972; and**

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