

DATED

18th October

2017

(1) 52 DELANCEY STREET MANAGEMENT LIMITED

and

(2) GREGG KANTOR

and

(3) INVESTEC BANK PLC/~~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

BASEMENT AND GROUND FLOOR FLAT, 52 DELANCEY STREET, LONDON NW1 7RY
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 7974 6750

G:\case files\culture & env\planning\NS\s106 Agreements\Basement
&groundfloorflat52DelanceyStreet (CF)
CLS/COM/NS/1800.374
FINAL

THIS AGREEMENT is made the 18th day of October 2017

B E T W E E N:

- A. **52 DELANCEY STREET MANAGEMENT LIMITED** (Co. Regn. No. 4421734) whose registered office is at 293 Kenton Lane, Harrow, Middlesex HA3 8RR and care of Pearlman's, 33-35 Finchley Lane, Hendon, London NW4 1EX (hereinafter called "the Freeholder") of the first part
- B. **GREGG KANTOR** of Flat 1 52 Delancey Street, London NW1 7RY (hereinafter called "the Leaseholder") of second part
- C. **INVESTEC BANK PLC LIMITED** of (Co. Regn. No. 489604) of 2 Gresham Street, London EC2V 7QP (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**
- 1.1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN155742
- 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 NGL954301 subject to a charge to the Mortgagee
- 1.4 The Leaseholder is the leasehold owner of and is registered 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 5th May 2016 and the Council resolved to grant permission conditionally under reference number 2016/2541/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.

1.5 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 NGL954301 and dated 19th August 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
2.3	"the Development"	erection of lower ground and ground floor glazed rear extension, excavation of lower ground floor patio area and subdivision of the property into 2x1 bedroom flats as shown on drawing numbers:- Design & Access Statement January 2017, Heritage Statement January 2016, DEL_SW_G200_P_XX, DEL_EX_G200_E_XX,

		DEL_EX_G200_P_00, DEL_EX_G200_P_01, DEL_EX_G200_P_LG, DEL_EX_G200_S_AA, DEL_EX_G200_S_BB, DEL_EX_G200_S_CC, DEL_PR_G200_E_XX, DEL_PR_G200_P_00, DEL_PR_G200_P_01, DEL_PR_G200_P_LG, DEL_PR_G200_S_AA, DEL_PR_G200_S_BB, DEL_PR_G200_S_CC, DEL_SW_G200_P_XX, J102/1341, LMB Geosolutions Ltd Update of Basement Impact Assessment Ground Investigation & Assessment June 2017 and MOG 3286.
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 ground floor unit forming part of the Development the same as edged/shaded/hatched in grey on the drawing numbered DEL_PR_G200_P_00 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 5 th May 2017 for which a resolution to grant permission has been passed conditionally under reference number 2016/2541/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 Basement and Ground Floor Flat, 52 Delancey Street, London NW1 7RY 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 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 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) the 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 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 2016/2541/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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/2541/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 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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder, the Leaseholder and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
52 DELANCEY STREET)
MANAGEMENT LIMITED)
acting by a Director in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director



.....
Director/Secretary/Witness

Witness Name: Matthew Hanford

Witness Address: 2 Barnfield Road
Sevenoaks, Kent
TN13 2AY

EXECUTED AS A DEED BY)
GREGG KANTOR)
in the presence of:)





.....
Witness Signature

Witness Name: TOLL ADERVAE

Address: Investec Bank plc
2 Gresham Street
Occupation: London EC2V 7QP
SOLICITOR



EXECUTED AS A DEED BY)
INVESTEC BANK PLC LIMITED)
in the presence of:-)

.....
JOHN HARFOUCHE

of Investec Bank Plc
2 Gresham Street
London EC2V 7QP

) and
) Matthew Herlihy
as authorised
signatories.

THIS IS A CONTINUATION OF THE AGREEMENT IN RELATION TO BASEMENT AND GROUND FLOOR FLAT 52
DELANCEY STREET, LONDON NW1 7RY

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



.....
Authorised Signatory



NORTHGATE SE GIS Print Template

Handwritten signature or initials



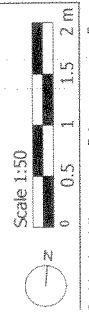
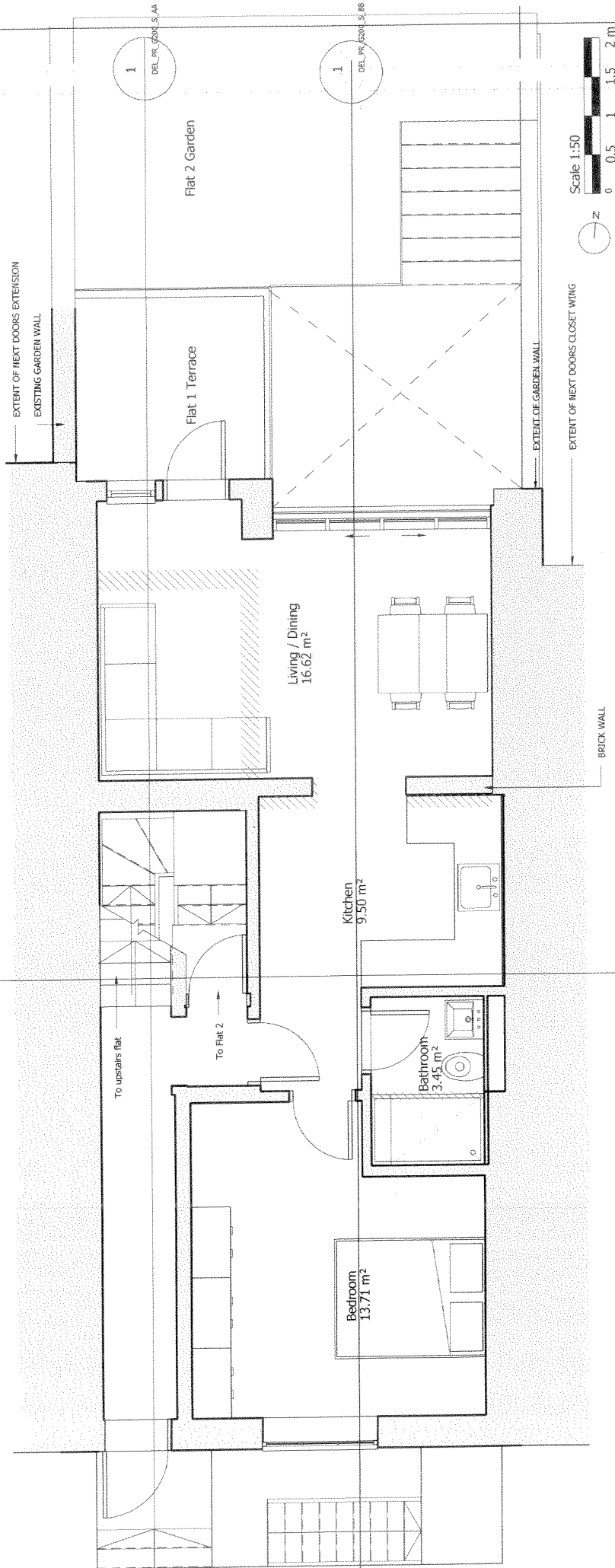
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NOTES:

DO NOT SCALE FROM THIS DRAWING. ALL DIMENSIONS TO BE CHECKED ON SITE. ALL OMISSIONS AND DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

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Revision	Description	Date	Rev

Project:
52 Delancey Street

Drawing:
Proposed Ground Floor Plan

Drawn	Date	Scale
NG	26/09/16	1:50
Job Number	Drawing number	Revision
DEL52	DEL_PR_G200_P_00	



Mr Gregg Kantor
108 Boundary Road
London
NW8 0RH

Application Ref: **2016/2952/L**
Please ask for: **Tessa Craig**
Telephone: 020 7974 6750

20 July 2017

DRAFT

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990

Listed Building Consent Granted

Address:

**Basement and Ground Floor Flat
52 Delancey Street
London
NW1 7RY**

DECISION

Proposal:

Erection of part two storey, part single storey rear extension at lower ground and ground floor glazed rear extension levels following, excavation of lower ground floor patio area and conversion of the existing 2 bed maisonette to 2 x 1 bed flats. Internal wall rearrangement.

Drawing Nos: Design & Access Statement January 2017, Heritage Statement January 2016, DEL_SW_G200_P_XX, DEL_EX_G200_E_XX, DEL_EX_G200_P_00,

DEL_EX_G200_P_01, DEL_EX_G200_P_LG, DEL_EX_G200_S_AA,

DEL_EX_G200_S_BB, DEL_EX_G200_S_CC, DEL_PR_G200_E_XX,

DEL_PR_G200_P_00, DEL_PR_G200_P_01, DEL_PR_G200_P_LG,

DEL_PR_G200_S_AA, DEL_PR_G200_S_BB, DEL_PR_G200_S_CC,

DEL_SW_G200_P_XX, J102/1341, LMB Geosolutions Ltd Update of Basement Impact Assessment Ground Investigation & Assessment June 2017 and MOG 3286.

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

Executive Director Supporting Communities



Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Plan, elevation and section drawings, including jambs, head and cill, of all new window and door openings.

b) Plan, elevation and section drawings of all new windows at a scale of 1:10 with typical glazing bar details at 1:1.

c) Details of junctions with rear facade.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 3 All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing adjacent work with regard to the methods used and to material, colour, texture and profile, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 4 The works hereby approved shall be carried out in accordance with the following approved plans:

DEL_PR_G200_E_XX, DEL_PR_G200_P_00, DEL_PR_G200_P_01,
DEL_PR_G200_P_LG, DEL_PR_G200_S_AA, DEL_PR_G200_S_BB,
DEL_PR_G200_S_CC, DEL_SW_G200_P_XX, J102/134.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

Informative(s):

1

You can find advice about your rights of appeal at:

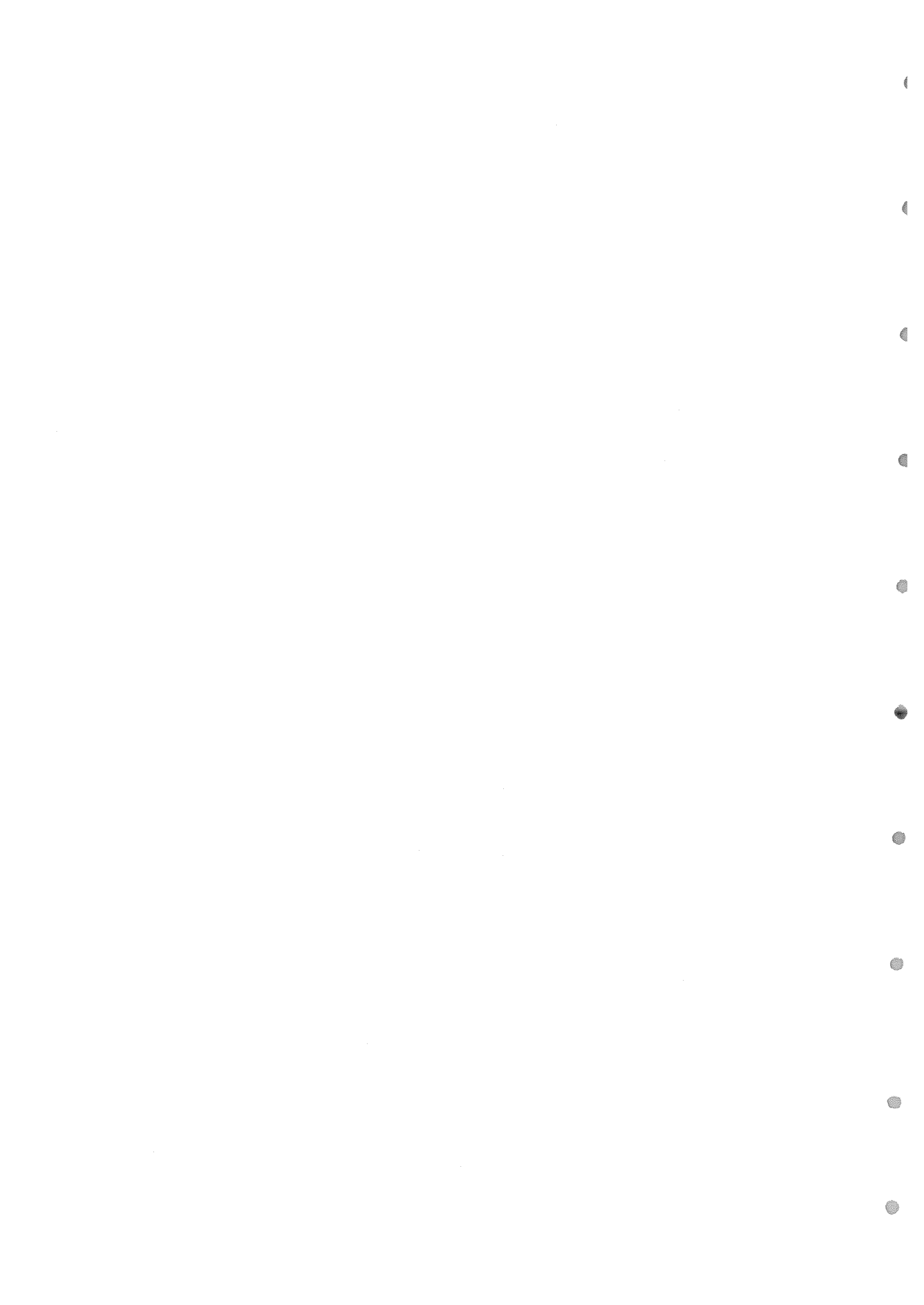
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Regeneration and Planning

DRAFT

DECISION



Mr Gregg Kantor
108 Boundary Road
London
NW8 0RH

Application Ref: **2016/2541/P**

20 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:

Basement and Ground Floor Flat
52 Delancey Street
London
NW1 7RY

Proposal:

DECISION

Erection of part two storey, part single storey rear extension at lower ground and ground floor levels following excavation of lower ground floor patio area and conversion of the existing 2 bed maisonette to 2 x 1 bed flats.

Drawing Nos: Design & Access Statement January 2017, Heritage Statement January 2016, DEL_SW_G200_P_XX, DEL_EX_G200_E_XX, DEL_EX_G200_P_00, DEL_EX_G200_P_01, DEL_EX_G200_P_LG, DEL_EX_G200_S_AA, DEL_EX_G200_S_BB, DEL_EX_G200_S_CC, DEL_PR_G200_E_XX, DEL_PR_G200_P_00, DEL_PR_G200_P_01, DEL_PR_G200_P_LG, DEL_PR_G200_S_AA, DEL_PR_G200_S_BB, DEL_PR_G200_S_CC, DEL_SW_G200_P_XX, J102/1341, LMB Geosolutions Ltd Update of Basement Impact Assessment Ground Investigation & Assessment June 2017 and MOG 3286.

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 D1 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

DEL_SW_G200_P_XX, DEL_EX_G200_E_XX, DEL_EX_G200_P_00,
DEL_EX_G200_P_01, DEL_EX_G200_P_LG, DEL_EX_G200_S_AA,
DEL_EX_G200_S_BB, DEL_EX_G200_S_CC, DEL_PR_G200_E_XX,
DEL_PR_G200_P_00, DEL_PR_G200_P_01, DEL_PR_G200_P_LG,
DEL_PR_G200_S_AA, DEL_PR_G200_S_BB, DEL_PR_G200_S_CC,
DEL_SW_G200_P_XX, J102/134.

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

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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).
- 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

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

Yours faithfully

Executive Director Supporting Communities

DRAFT

DECISION



DATED

18th October

2017

(1) 52 DELANCEY STREET MANAGEMENT LIMITED

and

(2) GREGG KANTOR

and

(3) INVESTEC BANK PLC/~~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

BASEMENT AND GROUND FLOOR FLAT, 52 DELANCEY STREET, LONDON NW1 7RY

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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Andrew Maughan
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CLS/COM/NS/1800.374
FINAL