

DATED

23rd November

2017

(1) DILL HOLDINGS LIMITED

and

(2) ABN AMRO (GUERNSEY) LIMITED

and

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

A G R E E M E N T

relating to land known as

124 MILL LANE, LONDON, NW6 1NF

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

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FINAL

THIS AGREEMENT is made the 23rd day of November 2017

BETWEEN:

- A. **DILL HOLDINGS LIMITED** (Co. Regn. No. 27027) whose registered office is at Standard Bank House, 47-49 Motte Street, St Helier, Jersey, JE2 4SZ (hereinafter called "the Owner") of the first part

- B. **ABN AMRO (GUERNSEY)** of P.O. Box 253, Martello Court, Admiral Park, St Peter Port, Guernsey GY1 3QJ. (hereinafter called "the Mortgagee") of the second part

- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the Freehold proprietor with Title absolute of the Property under Title Number LN69703 subject to a charge to the Mortgagee.

- 1.2 The Owner is the Freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14th July 2017 and the Council resolved to grant permission conditionally under reference number 2017/4057/P subject to the conclusion of this legal Agreement.

- 1.4 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 has a registered legal charge registered under Title Number LN69703 and dated 28th February 2013 and 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"	conversion of maisonette to two self-contained units (1 bedroom flat and a 2 bedroom flat) including erection of single storey lower ground floor rear extension with roof terrace above:- Design Statement, Site Location Plan, 124ML17/00, 124ML17/01I, 124ML17/02II, 124ML17/03I and 124ML17/04II.
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	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied", "Occupation" and "Occupying" shall be construed accordingly
2.6	"Nominated Unit"	unit flat B forming part of the Development the same as on the drawing numbered 124ML17/0I annexed hereto
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 14 th July 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4057/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 124 Mill Lane, London NW6 1NF (not including the first and second floor maisonette) 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Nominated Unit shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes AND for the avoidance of doubt the obligations in clauses 4.1 and 4.2 of this Agreement do not apply to any unit that is not the Nominated Unit located in the Property.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 To ensure that prior to Occupying the Nominated Unit 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.

- 4.1 Not to Occupy or use (or permit the Occupation or use of) the Nominated Unit at any time during which the occupier of the Nominated 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).

- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

- 4.3 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 obligations in Clauses 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 / 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.
- 5.5 Where the agreement approval consent or satisfaction of the Council (including by the Planning Obligations Monitoring Officer) is required under the terms of this agreement, that agreement, approval, consent or satisfaction shall be in writing and shall not be unreasonably withheld or delayed by the Council.
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 Monitoring 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 2017/4057/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 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

10. COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010

10.1 For the purposes of the Community Infrastructure Levy Regulations 2010 ("the Regulations"), the Parties hereby affirm that the obligations imposed in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in Regulation 122 (2) of the Regulations.

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)
DILL HOLDINGS LIMITED)
acting by a Director and its Secretary)
or by two Directors)



.....
Director

.....
Director/Secretary AUTHORIZED SIGNATORY
LUMINO NOMINEES (JERSEY) LIMITED

THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO 124 MILL LANE

EXECUTED AS A DEED BY)
ABN AMRO (~~GUERNSEY~~) LIMITED)
By CHANNEL)
ISLANDS)
in the presence of: -)

.....


Richard Romeril
Country Risk Officer


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


.....

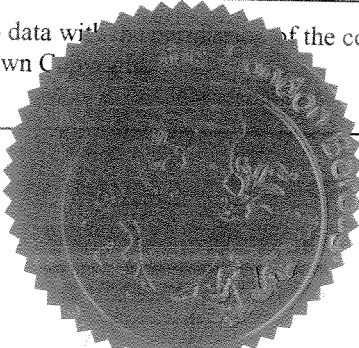
Authorised Signatory



NORTHGATE SE GIS Print Template



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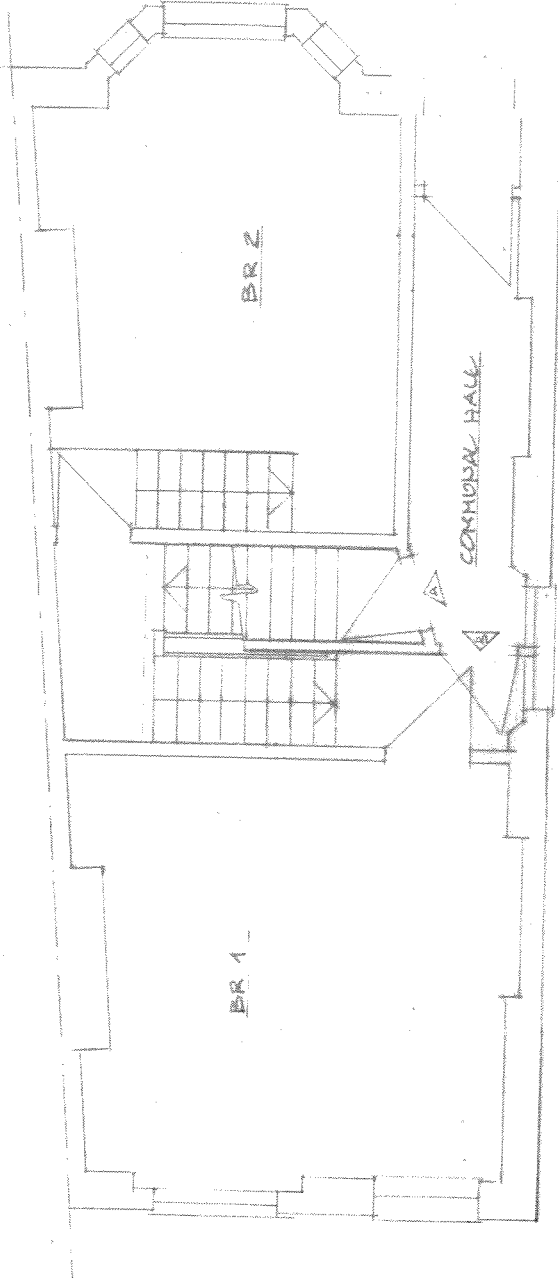
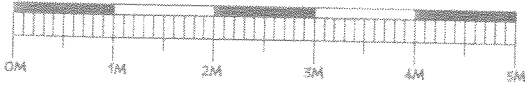


PA

AD

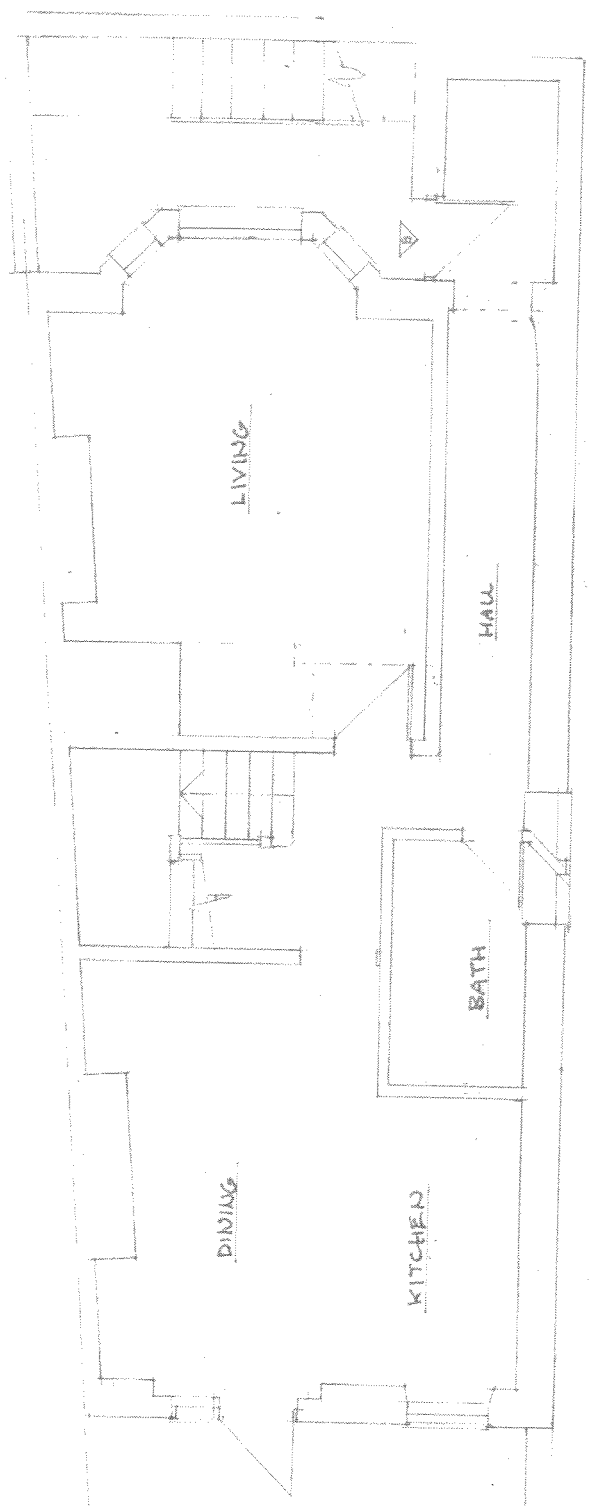


124 MILL LANE, LONDON, NW6 1NF
Existing Floor Plans
Scale 1:50 @ A3
Drawing No: 124ML17/01



First Floor Plan

JA



Lower Ground Floor Plan

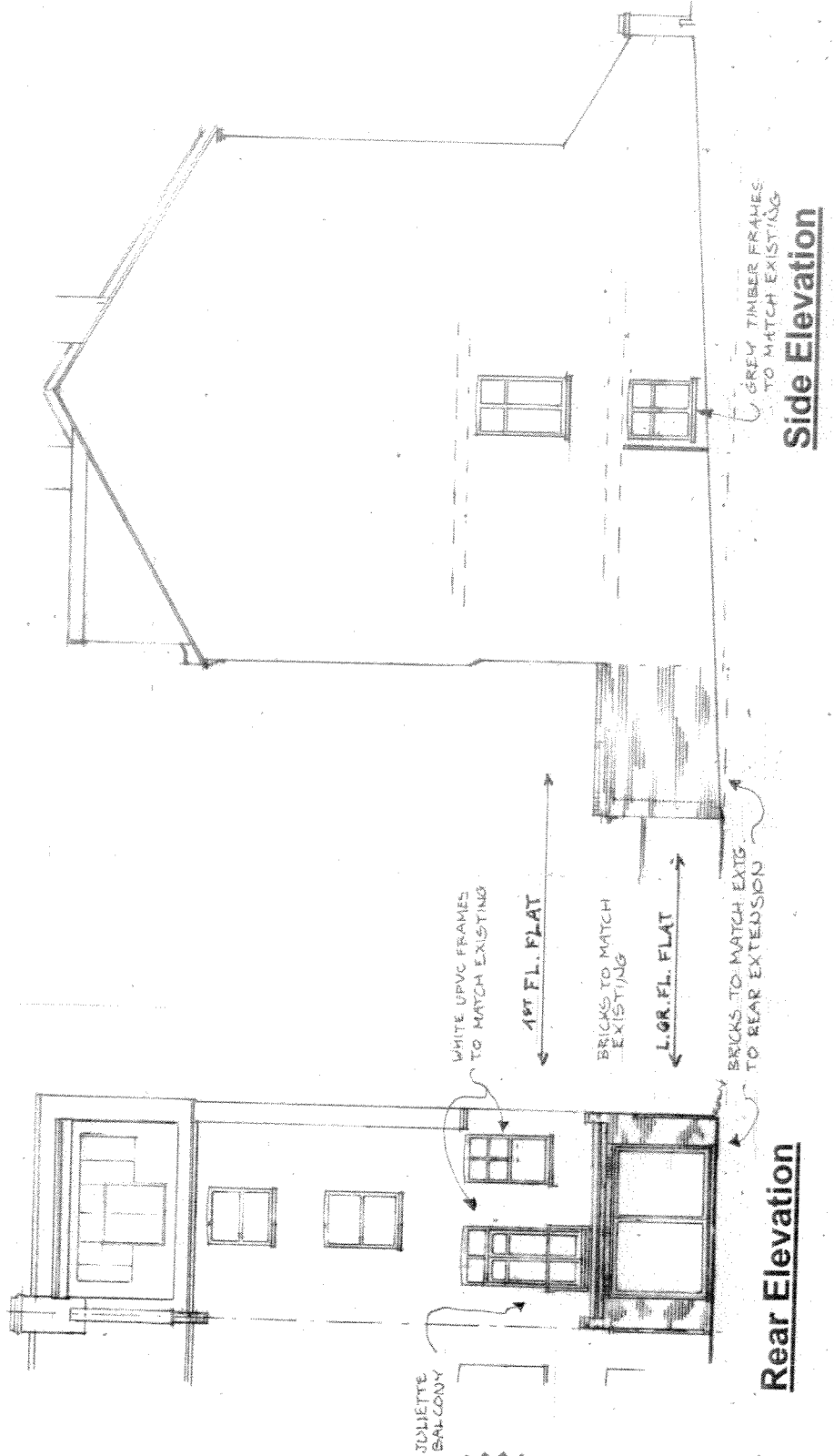


Handwritten signature and initials, including 'AD'.



124 MILL LANE, LONDON, NW6 1NF
Proposed Elevations Scale 1:100@A3

Drawing No: 124ML17/04I



PA



AD



Architecture & Design
2 Nursery Avenue
London
N3 2RD

Application Ref: 2017/4057/P

30 October 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 B
124 Mill Lane
London
NW6 1NF

Proposal:

DECISION

Conversion of maisonette to two self-contained units (1 bedroom flat and a 2 bedroom flat) including erection of single storey lower ground floor rear extension, installation of Juliette balcony at new window at rear first floor and window at ground level in side elevation.

Drawing Nos: Design Statement, Site Location Plan, 124ML17/00, 124ML17/01I, 124ML17/02II, 124ML17/03I and 124ML17/04II.

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:

124ML17/00, 124ML17/01I, 124ML17/02II, 124ML17/03I and 124ML17/04II.

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

- 4 The flat roof area hereby approved on the roof of the single storey lower ground rear extension shall not be used as a roof terrace, and any access out onto this area shall be for maintenance purposes only.

Reason: In order to prevent unreasonable overlooking of the neighbouring properties in accordance with the requirements of policy A1 of the Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposal involves the conversion of the existing 2 bedroom single dwellinghouse into 1 x 2 bedroom flat at lower ground floor level and 1 x 1 bedroom flat over the upper ground floor. The development also includes a single storey rear extension and the installation of a Juliette balcony in the rear at 1st floor.

The subdivision proposal is considered acceptable as the increase in the number of residential units meets a priority land use of Camden's Core Strategy. Furthermore, the development would provide a 2 bedroom flat which is identified as very high priority (Policy H7). The principle of providing additional residential accommodation at the site and maximising the supply of additional homes in the borough is therefore considered appropriate.

Both flats would comply with Camden's Planning Guidance and national space standards with GIAs of approximately 40sqm for the upper ground floor flat and 65.5sqm for the 2 bedroom flat at lower ground. All habitable rooms would comply with recommended size standards. Both flats would be dual aspect, which would ensure they received an adequate amount of daylight and natural ventilation.

The development will be required to be car-free, as secured by way of a S106 planning obligation. Although the proposal does not provide cycle parking in accordance with London Plan requirements, this is considered acceptable in this instance given the constrained nature of the site. In addition, the building and large rear garden provides ample space to store cycles.

The proposed rear extension is to be a modestly sized, subordinate addition built in materials to match the main property. The extension shall not be visible from the street. An existing side elevation window is to be replaced with a slightly larger window at lower ground level and this is considered acceptable as it would not harm the appearance of the building. The proposed Juliette balcony in the rear is considered acceptable in this location at the rear of the site.

The proposed rear extension is not considered to cause harm to neighbouring amenity in terms of daylight, outlook or loss of privacy due to the modest depth (3.3m), maximum height at the boundary (2.7m) and sloped roof. A condition has been imposed to ensure the flat roof of the extension shall not be used as a terrace.

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

As such, the proposed development is in general accordance with policies H1, H6, A1, D1, T1 and T2 of the Camden Local Plan. The proposed development also accords with The London Plan March 2016, and the National Planning Policy Framework 2012.

- 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

- 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 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

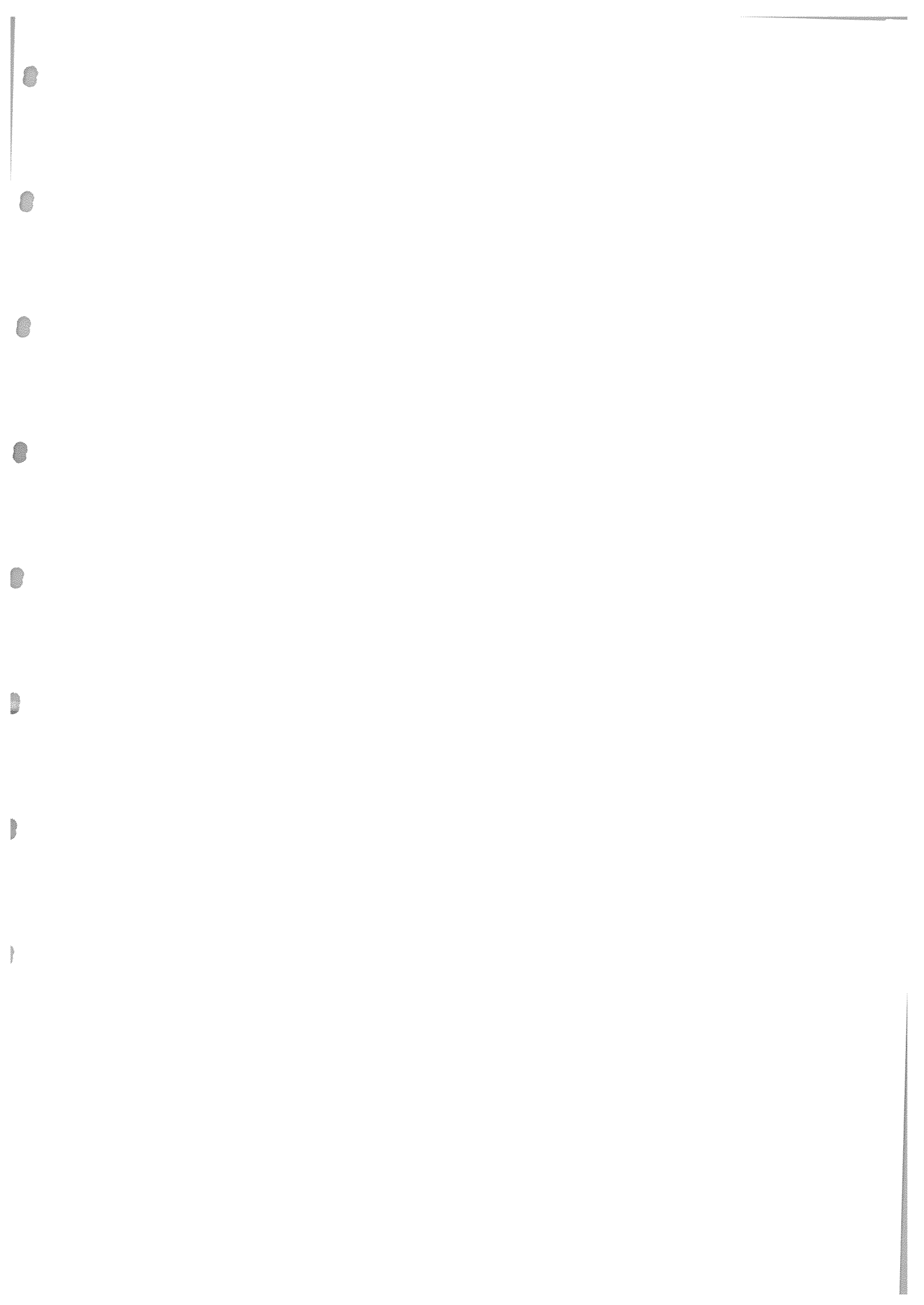
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

DRAFT

DECISION





DATED 23rd November 2017

(1) DILL HOLDINGS LIMITED

and

(2) ABN AMRO (GUERNSEY) LIMITED

and

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

A G R E E M E N T

relating to land known as
124 MILL LANE, LONDON, NW6 1NF
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

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