

DATED

12th JULY

2018

(1) LOVERIDGE MEWS DEVELOPMENT LIMITED

and

(2) LENDINVEST SECURITY TRUSTEES 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

**7 LOVERIDGE MEWS, LONDON, NW6 2DP**

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 3688

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CLS/COM/NS/1800.646

FINAL

THIS AGREEMENT is made the 12<sup>th</sup> day of JULY 2018

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

- i. **LOVERIDGE MEWS DEVELOPMENT LIMITED** (Co. Regn. No. 10834694) whose registered office is at B1 Business Centre Suite 206, Davyfield Road, Blackburn BB1 2QY (hereinafter called "the Owner") of the first part
- ii. **LENDINVEST SECURITY TRUSTEES LIMITED** (Co. Regn. No. 8743617) of 8 Mortimer Street, London W1T 3JJ. (hereinafter called "the Mortgagee") of the second part
- iii. **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 NGL62561 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 19<sup>th</sup> January 2018 and the Council resolved to grant permission conditionally under reference number 2018/0156/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.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL625613 and dated 18<sup>th</sup> September 2017 (hereinafter called "the Legal Charge") 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"         | change of use of a single dwelling house into two self-contained units, including the conversion of an integral garage into habitable accommodation, erection of a mansard roof extension, erection of a single-storey rear extension and creation of a rear roof terrace 1703/AP00, 1703/S01, 1703/C01, 1703/AP01A, 1703/S02, 1703/C02, 1703/AP02A, 1703/S03A, 1703/AP03A, 1703/S04, 1703/C04, 1703/AP04A, 1703/AP05A, 1703/AP06A, Site Location Plan (1703/S00) |
| 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" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council the Owner 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 19<sup>th</sup> January 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0156/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 7 Loveridge Mews, London, NW6 2DP 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

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 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 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Car Free**

4.1.1 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.

4.1.2 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

- 4.1.4 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 4.1.1 and 4.1.2 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 2018/0156/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 2018/0156/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, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2018/0156/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 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 Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

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

9. RIGHTS OF THIRD PARTIES

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

**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  
LOVERIDGE MEWS DEVELOPMENT LIMITED  
acting by a Director and its Secretary  
or by two Directors in the presence of:

)  
)  
)  
)

.....  
Director

*Manmeet Singh Chawla*

MANMEET SINGH CHAWLA  
SOLICITOR  
DIRECTION HOME (LAW) LLP  
106 BAKER STREET,  
LONDON. W1U 6TW

.....  
Director/Secretary

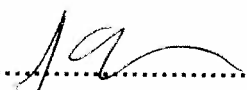
Witness

EXECUTED as a Deed  
By LENDINVEST SECURITY TRUSTEES LIMITED  
by AUTHORIZED SIGNATORY  
in the presence of:

)  
)  
)  
)

*[Signature]*  
.....

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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Michael Burroughs Associates  
93 Hampton Road  
Hampton Hill  
TW12 1JQ

Application Ref: **2018/0156/P**

02 May 2018

Dear Sir/Madam

**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:  
**7 Loveridge Mews**  
**London**  
**NW6 2DP**

Proposal:

Change of use of a single dwelling house into two self-contained units, including the conversion of an integral garage into habitable accommodation, erection of a mansard roof extension, erection of a single-storey rear extension and creation of a rear roof terrace.

Drawing Nos: 1703/AP00, 1703/S01, 1703/C01, 1703/AP01A, 1703/S02, 1703/C02, 1703/AP02A, 1703/S03A, 1703/AP03A, 1703/S04, 1703/C04, 1703/AP04A, 1703/AP05A, 1703/AP06A, Site Location Plan (1703/S00)

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 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.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 11703/AP00, 1703/S01, 1703/C01, 1703/AP01A, 1703/S02, 1703/C02, 1703/AP02A, 1703/S03A, 1703/AP03A, 1703/S04, 1703/C04, 1703/AP04A, 1703/AP05A, 1703/AP06A, Site Location Plan (1703/S00)

Reason:

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

- 3 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).

- 4 A 1.8 metre high screen, details of which shall be submitted to and approved in writing by the local planning authority, shall be erected on the rear roof terrace prior to commencement of use and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 5 Obscured glazing shall be installed in the ground floor bathroom window prior to commencement of use and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission.

Planning permission was originally granted for this development in January 2009 (2008/3322/P) and subsequently in April 2012 (2012/0387/P) (both of which expired) and again in November 2015 (2015/1976/P). The current application seeks to renew the existing permission while making several amendments. Specifically, the amendments comprise the addition of a single-storey rear extension, changes to the massing and fenestration of the rear slope of the mansard roof and changes to the front and rear fenestration.



While adoption of the Camden Local Plan 2017 and updating of Camden Planning Guidance represents a material change of planning policy since the 2015 consent was granted, there has been no substantive change in policies relevant to this scheme in terms of design, amenity, housing and transport. It is therefore considered that the originally consented scheme is in broad compliance with policies H1, D1, A1 and T2 of the 2017 Local Plan, and is acceptable subject to a section 106 car-free legal agreement. The remainder of the assessment only therefore considers the proposed amendments and additions to the previous 2015 consent.

The rear extension would measure 2.2m (W) x 1.9m (L) on ground floor level only, and as such would be subservient to the host building. It would leave more than 50% of the existing garden and would result in the creation of a roof terrace to the maisonette above. The extension would increase the size of the ground floor flat to 33sq. m., bringing it closer to meeting the National Space Standards. As such, this aspect would be acceptable in design, amenity, and housing terms.

The first floor roof terrace would provide 3 sq. m. of outdoor amenity space to the maisonette. The inclusion of a 1.8m-high obscured balustrade would prevent unacceptable levels of overlooking to windows and gardens of properties along Iverson Road. Changes to the rear fenestration at ground and first floor levels would be sympathetic to the style of the host building, would not interrupt any established symmetry and would create outlook to long rear gardens and as such not give rise to unacceptable privacy impacts. The window to the side elevation of the rear extension would be obscured, as such preventing overlooking concerns to the neighbouring garden.

The changes to the mansard roof to the rear comprise the inclusion of a lower roof slope incorporating two protruding Juliette windows. The 70 degree pitch of front and rear lower roof slopes is in line with design guidance, while the design, size and placement of the rear Juliette windows are sympathetic to the lower floors and therefore considered acceptable. Changes to the front mansard roof fenestration consist of the insertion of three windows of a similar style and proportions to those on the first floor. These are considered to be of appropriate design and would not generate any additional overlooking compared to the previously approved windows.

These approved plans represent revisions to the initial submissions reflecting initial officer concerns on the acceptability of the massing and detailed design. This includes a reduction in scale of the rear extension, alterations to the slope of the mansard roof and amended fenestration styles.

Two objections were received from the owners/occupiers of No. 7 Iverson Road, and No. 10 Loveridge Mews, which were taken into account in the assessment of the application. The planning history of the site has also been taken into consideration.

As such, the proposed development is in general accordance with policies A1, D1, H1, and T2 of the London Borough of Camden Local Plan 2017 and Fortune Green and West Hampstead Neighbourhood Plan 2016. The development also accords with the London Plan 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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £625 (12.5sqm x £50) for the Mayor's CIL and £6,250 (12.5sqm x £500) for the Camden CIL.

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

- 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.

- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) 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

**DRAFT**

**DECISION**





DATED

12<sup>th</sup> JULY

2018

(1) LOVERIDGE MEWS DEVELOPMENT LIMITED

and

(2) LENDINVEST SECURITY TRUSTEES 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

7 LOVERIDGE MEWS, LONDON, NW6 2DP

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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