

DATED

1ST AUGUST

2018

(1) EQUICAP ESTATES LIMITED

and

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

A G R E E M E N T

relating to land known as

81 FORDWCYH ROAD LONDON NW2 3TL

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 2516

G:\case files\culture & env\planning\NS\s106 Agreements\81 Fordwychroad(CF)
CLS/COM/NS/1800.407

FINAL

THIS AGREEMENT is made the 15th day of AUGUST 2018

BETWEEN:

- A. **EQUICAP ESTATES LIMITED (incorporated in British Virgin Islands)** of Trident Trust Company (B.V.I) Ltd, Trident Chambers, PO Box 146, Wickhams Cay, Road Town, Tortola, British Virgin Islands and whose address for service in the UK is Ragas House, Northolt Trading Estate, Belvue Road, Northolt, Middlesex, UB5 5QS (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 352641.
- 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 6th June 2017 and the Council resolved to grant permission conditionally under reference number 2017/2896/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.

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 5-bedroom house to 8x. flats, insertion of windows to side elevation at 1st and 2nd floor levels and landscaping as shown on drawing numbers:- 31-14-Ex11; 31-14-Ex13; 31-14-Ex12 Rev C; 31-14-Ex10 Rev B; Energy Assessment Report Rev B by Wires & Wireless dated 05/12/2017; Sustainability Plan Rev A; FSC Certificates; PV Panel Investigation Plan; Water Calculator dated 20/11/2017; Baseline U Value Table; Wall/roof/floor Energy Calculations; Flood Risk Assessment by Soiltechnics dated September 2017; Energy Statement by Surrey Energy Management Ltd dated 15/08/2017; Existing EPD dated December 2013
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 Landscaping, Storage and Boundary Enclosures Plan"	means the plan contained in the Schedule to this Agreement (plan reference 31-14-Ex12 Revision H) setting out detailed measures for the provision of landscaping, storage and enclosures at the Property as part of the Development and for the permanent retention and maintenance of those measures (subject to any amendments agreed in writing with the Council)
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be

		construed accordingly
2.7	"the Parties"	mean the Council and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 6 th June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2896/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 81 Fordwych Road, London NW2 3TL 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, and 8 and 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 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 **CAR FREE DEVELOPMENT**

- 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 and 4.2 of this Agreement.

4.2 **LANDSCAPING STORAGE AND BOUNDARY ENCLOSURES PLAN**

4.2.1 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Landscaping, Storage and Boundary Enclosures Plan have been incorporated into the Property as part of the Development.

4.2.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Landscaping, Storage and Boundary Enclosures Plan as approved by the Council and shall not Occupy or permit

Occupation of the Development otherwise than in strict accordance with the requirements of the Landscaping, Storage and Boundary Enclosures Plan (unless otherwise agreed with the Council in writing (such agreement not to be unreasonably withheld)) and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance.

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 2017/2896/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 2017/2896/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

THIS IS THE CONTINUATION OF THE s106 AGREEMENT IN RELATION TO
81 FORDWYCH ROAD, LONDON NW2 3TL

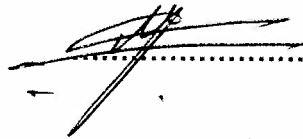
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and
the have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
EQUICAP ESTATES LIMITED)
acting by a Director)

Director Name: (CAPITALS))


MITHUN BASSAN

Director Signature:)



in the presence of:)

Witness Signature:)



Witness Name: (CAPITALS))

WILLIAM BARTLETT

Address:)

FLAT 1, 9 CRAVEN HILL

)

LONDON W2 3EN

Occupation:)

SOLICITOR

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



R. Alexander

Authorised Signatory

Zyntax Chartered Architects
8 Arborfield Close
Slough
SL1 2JW

Application Ref: **2017/2896/P**

31 July 2018

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:
81 Fordwych Road
LONDON
NW2 3TL

DECISION
Proposal:
Conversion of 5-bedroom house to 8x. flats, insertion of windows to side elevation at 1st and 2nd floor levels and landscaping
Drawing Nos: 31-14-Ex11; 31-14-Ex13; 31-14-Ex12 Rev C; 31-14-Ex10 Rev B; Energy Assessment Report Rev B by Wires & Wireless dated 05/12/2017; Sustainability Plan Rev A; FSC Certificates; PV Panel Investigation Plan; Water Calculator dated 20/11/2017; Baseline U Value Table; Wall/roof/floor Energy Calculations; Flood Risk Assessment by Soiltechnics dated September 2017; Energy Statement by Surrey Energy Management Ltd dated 15/08/2017; Existing EPD dated December 2013

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: 331-14-Ex11; 31-14-Ex13; 31-14-Ex12 Rev C; 31-14-Ex10 Rev B; Energy Assessment Report Rev B by Wires & Wireless dated 05/12/2017; Sustainability Plan Rev A; FSC Certificates; PV Panel Investigation Plan; Water Calculator dated 20/11/2017; Baseline U Value Table; Wall/roof/floor Energy Calculations; Flood Risk Assessment by Soiltechnics dated September 2017; Energy Statement by Surrey Energy Management Ltd dated 15/08/2017; Existing EPD dated December 2013.

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

- 4 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement ('Sustainability Plan - Rev A' dated 5/12/17 prepared by Wires and Wireless Ltd). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby approved shall be constructed in accordance with the approved energy statement 'Energy Assessment Report Rev B' dated 5/12/17 prepared by Wires and Wireless Ltd] to achieve an agreed 35.5% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 5.7 % reduction in carbon dioxide emissions through renewable technologies.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to, a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 6 Prior to occupation, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems, and an adequate maintenance plan defining and allocating responsibilities and procedures. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 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 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.
- 3 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973)] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Executive Director Supporting Communities

DRAFT

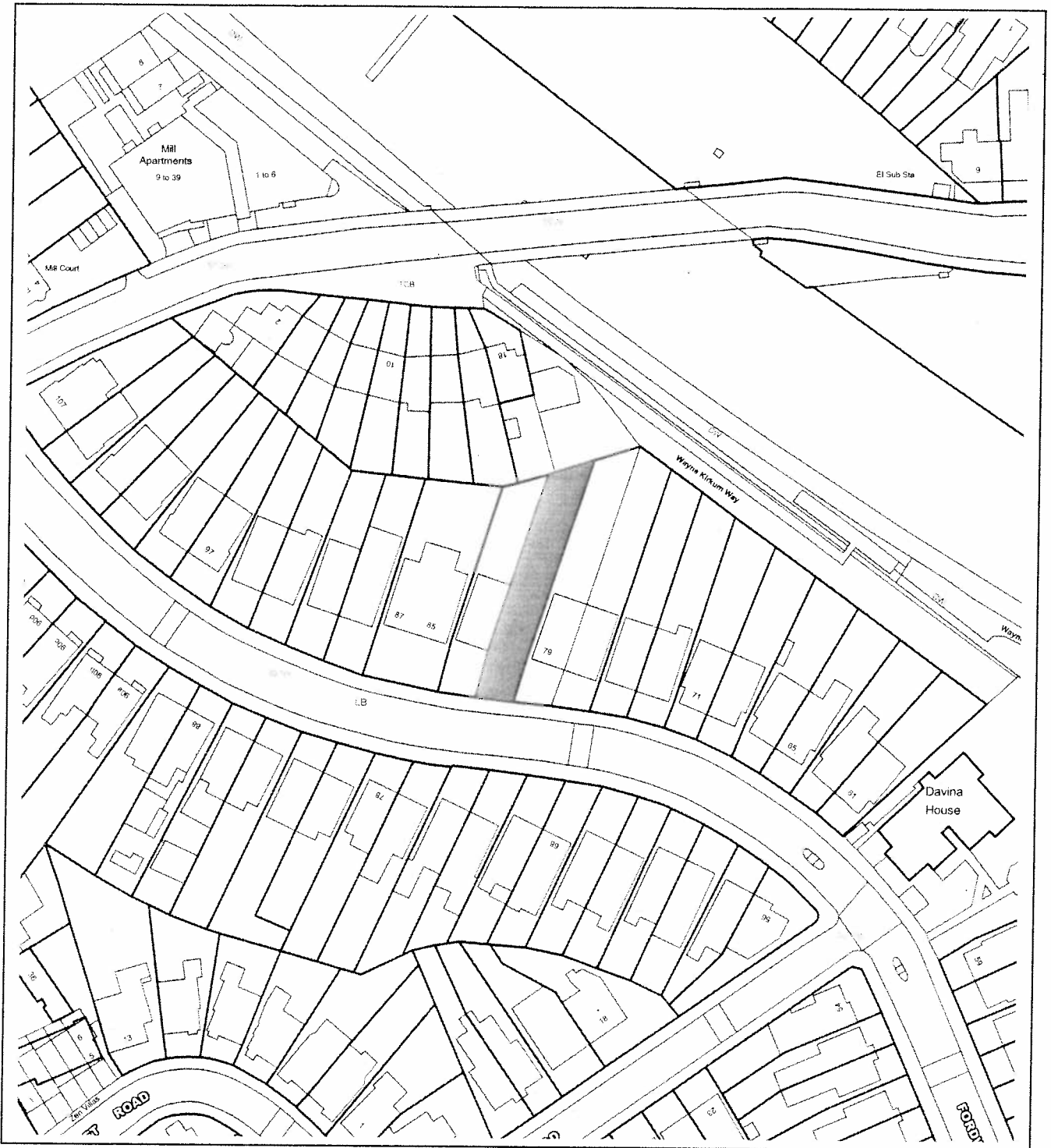
DECISION

THE SCHEDULE

THE LANDSCAPING, STORAGE AND BOUNDARY ENCLOSURES PLAN



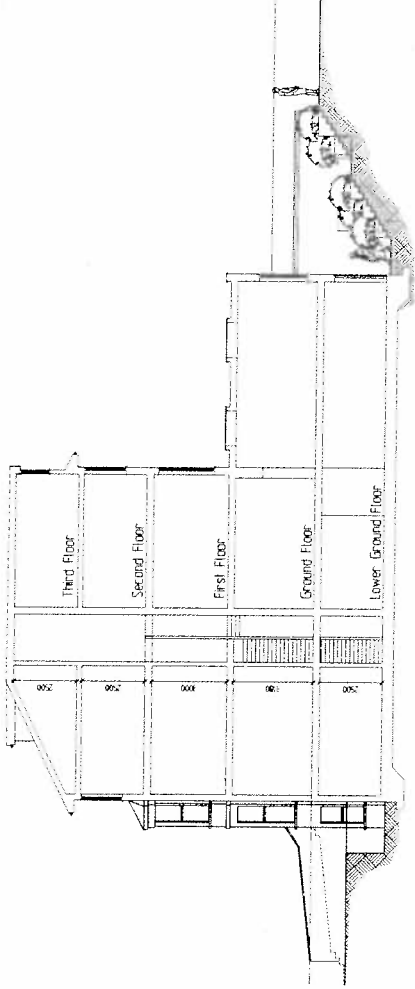
NORTHGATE SE GIS Print Template



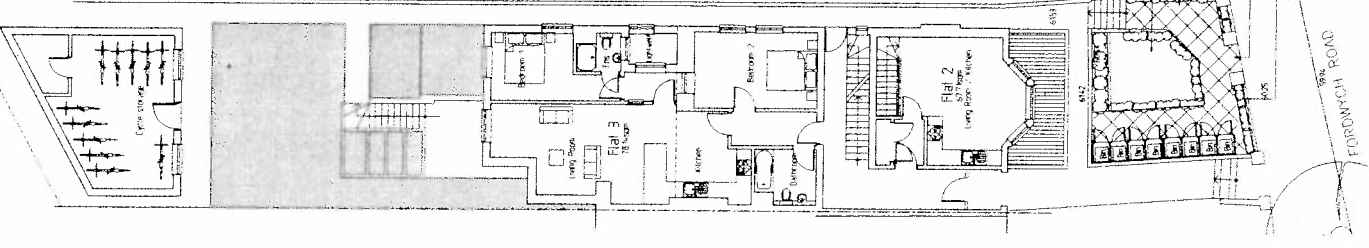
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Check all elevations and notes for errors and omissions



Section thru building



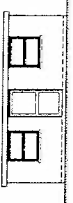
Ground Floor Plan



Front Elevation of bus storage



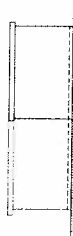
Front Boundary Elevation



Front Elevation



Rear Elevation



Side Elevation



Side Elevation



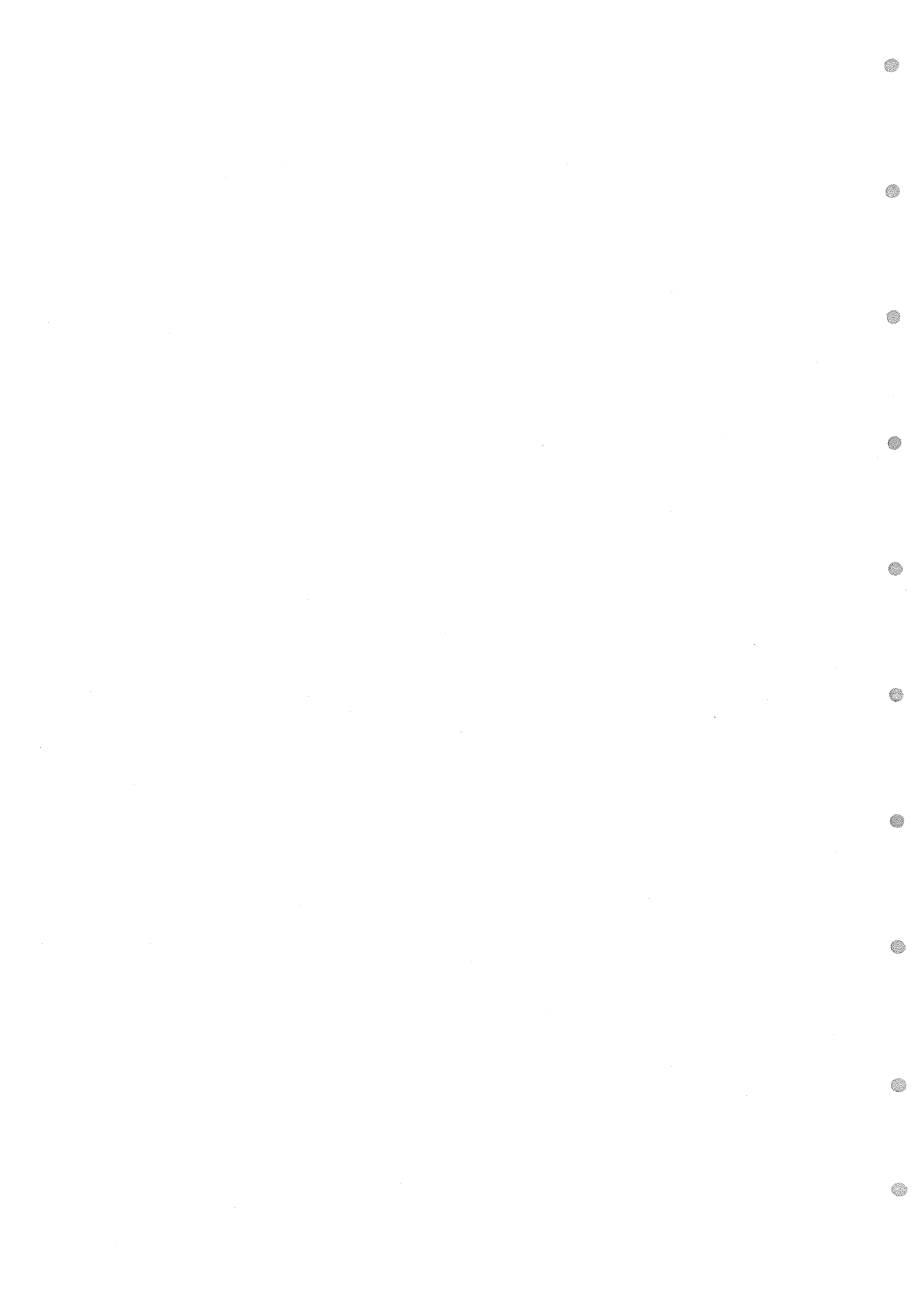
- 1. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening
- 2. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening
- 3. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening
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- 8. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening
- 9. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening
- 10. High Yellow Stock brick wall and glazing and lower with green screen to provide soft screening

Consolidation of Building Plans as of Date 27-03-2000
 Prepared by: [Signature]

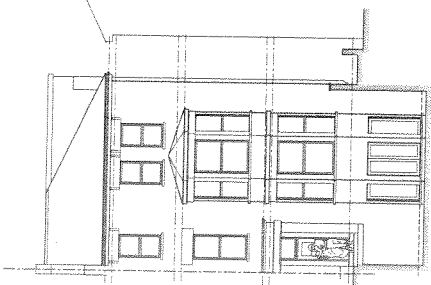
Project Name: [Blank]
 Client: [Blank]

Zyntax
 CONSULTANTS ARCHITECTS ENGINEERS
 8 ALBERT STREET, SUITE 200
 TORONTO, ONTARIO M5G 1B8
 TEL: (416) 593-1111
 FAX: (416) 593-1112
 WWW.ZYNTAX.COM

Date	27-03-2000	Project No.	11-11-1512
Arch. P.	1000	Arch. E.	H



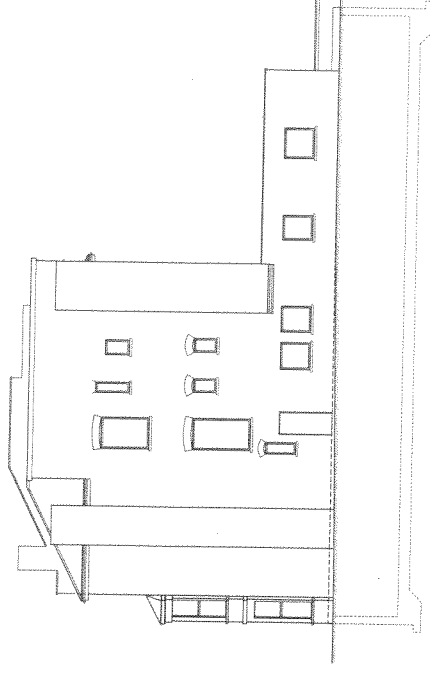
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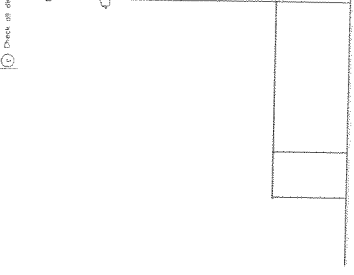
Front Elevation



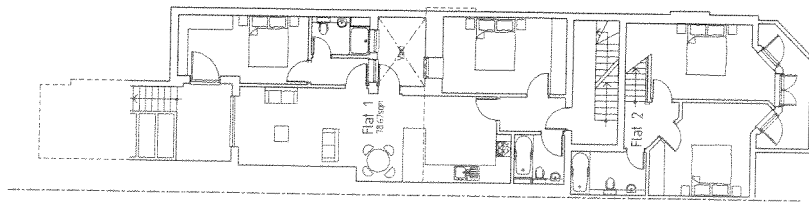
Rear Elevation



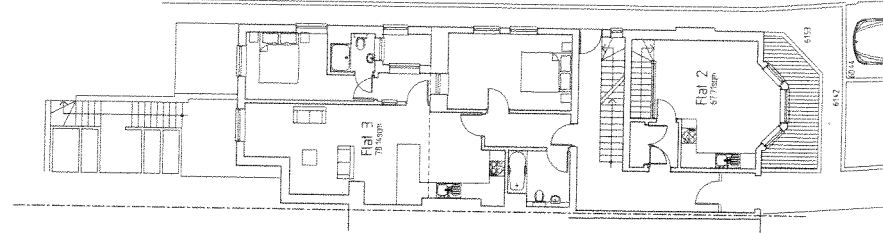
Side Elevation



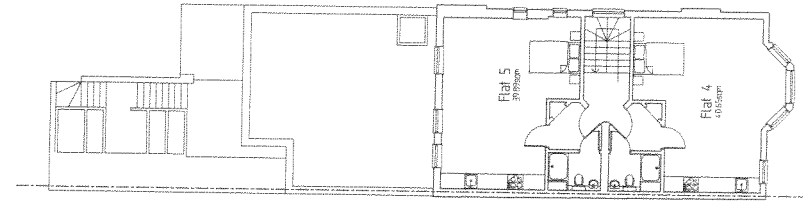
Side Elevation



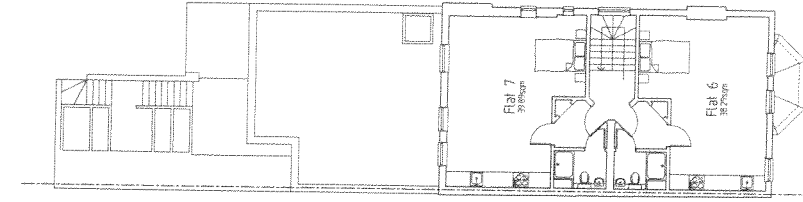
Lower Ground Floor Plan



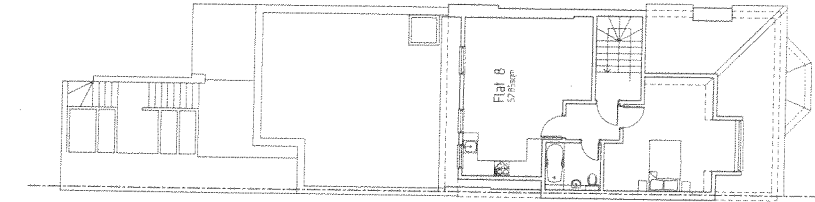
Ground Floor Plan



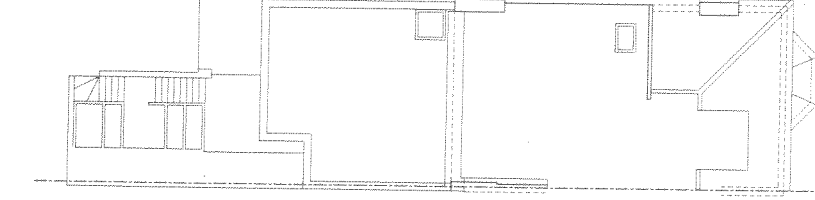
First Floor Plan



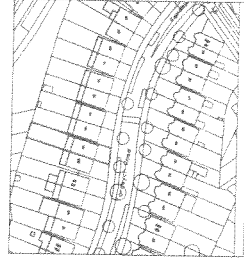
Second Floor Plan



Third Floor Plan



Roof Plan



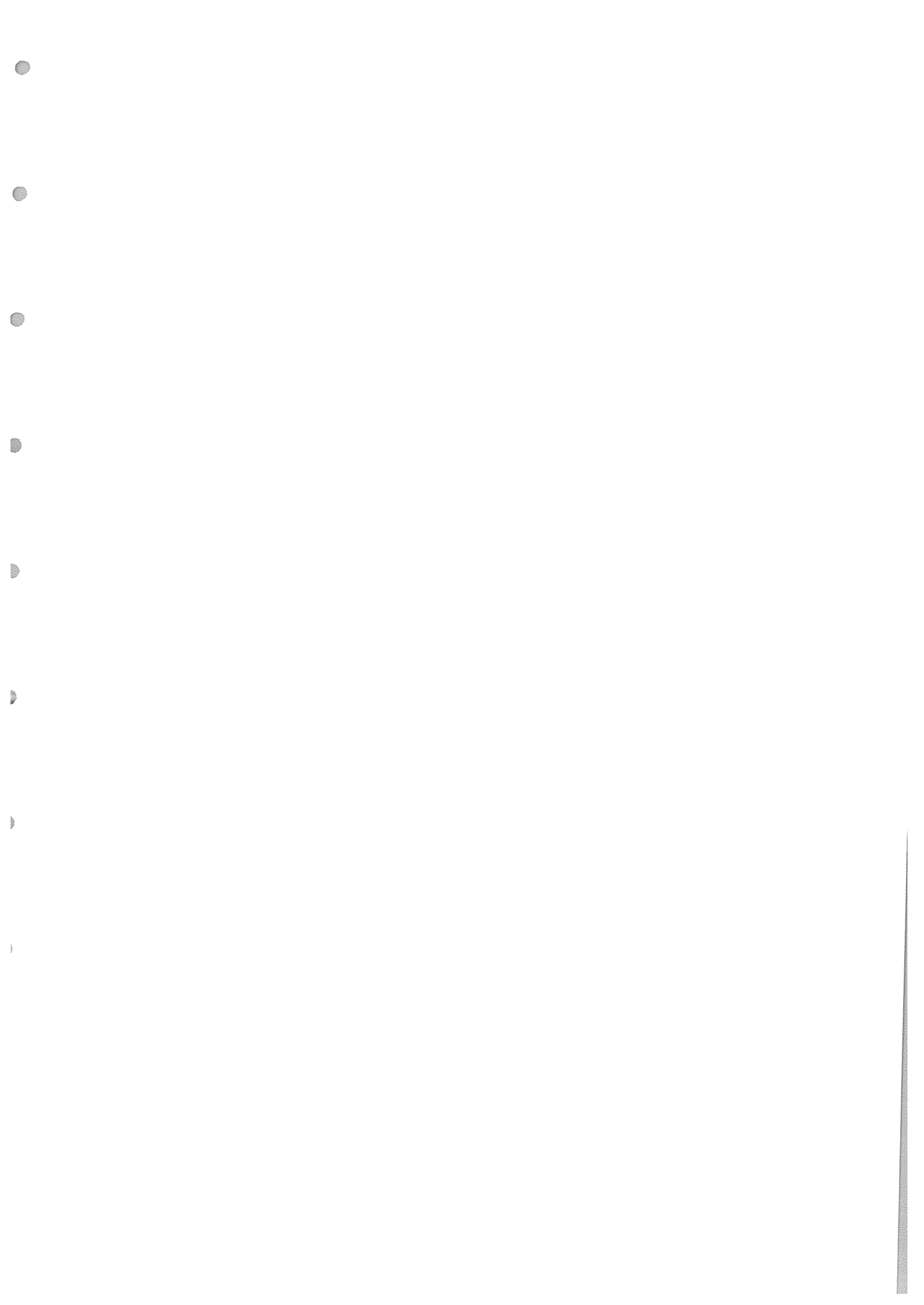
Site Plan 1:250



Scheme Proposals	
Title:	
Client:	
<p>Conversion of Dwelling House in 8 Flats at 81 Forthway Road West Haggerston London N6 6NR</p>	
<p>Zyntax Charlotte Architects 81 Forthway Road West Haggerston, London N6 6NR Tel: 020 7353 5294 www.zyntax-architects.com</p>	
<p>PNAS LIMITED, INCORPORATED IN ENGLAND, QUALIFIED ARCHITECTS</p>	

Date	Scale	Drawing No.	Revision
April 17	1:100	31-M-EX10	





DATED 1ST AUGUST 2018

(1) EQUICAP ESTATES LIMITED

and

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

A G R E E M E N T

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