

DATED 3 October 2018

(1) JATIN VARA and JOHANNE LAURIE CHRISTELLE ARMITA

(2) ACCORD MORTGAGES 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

18 GROVE TERRACE, LONDON NW5 1PH

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  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 4125  
CLS/COM/OO.1800.298



THIS AGREEMENT is made the 3<sup>rd</sup> day of October 2018

**BETWEEN:**

- A. **JATIN VARA and JOHANNE LAURIE CHRISTELLE ARMITA** of 18 Grove Terrace, London NW5 1PH (hereinafter called "the Owner") of the first part;
- B. **ACCORD MORTGAGES LIMITED** (Co. Regn. No. 2139881) whose registered office is at 1 Filey Street, Bradford, W Yorkshire BD1 5AT (hereinafter called "the Mortgagee") of second part; and
- 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 283609 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 27 March 2017 and the Council resolved to grant permission conditionally under reference number 2017/1726/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 is the local authority for the purposes 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 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 283609 and dated 29 May 2014 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 "Basement Approval in Principle Application" an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
- 2.4 "Basement Approval in Principle Contribution" the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of

receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

- 2.8 "the Development" lowering of floor level of front vaults and light well, installation of doorway under stairs, enlargement of rear light well and creation of metal balcony and access stair from ground floor to basement, replacement of rear ground floor window with French doors; installation of 1no. conservation rooflight to rear roof slope as shown on drawing numbers:- AS595\_E\_01, AS595\_E\_02, AS595\_E\_03, AS595\_P\_01 Rev E, AS595\_P\_02 Rev B, AS595\_P\_03 Rev B, 1049(08)-05 B, 1049(08)-04 B, 1049(08)-03 B, 1049(08)-02 B, 1049(08)-2 B, Basement Impact Assessment, BIA Non-Technical Summary
- 2.9 "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
- 2.10 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 March 2017 for which a resolution to grant permission has been

passed conditionally under reference number 2017/1726/P subject to conclusion of this Agreement

2.13 "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

2.14 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.15 "the Property"

the land known as 18 Grove Terrace, London NW5 1PH the same as shown shaded grey on the plan annexed hereto

**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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

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 2017/1726/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.
- 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 Borough Solicitor 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 2017/1726/P

- 5.7 Payment of the contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/1726/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 2017/1726/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.
- 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(s) and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY )  
JATIN VARA )  
in the presence of: )


  
.....  
**Witness Signature**

**Witness Name:** DAVID TURNER

**Address:** 19 MARIVALE, GODALMING GU7 1SW

**Occupation:** FX TRADER

EXECUTED AS A DEED BY )  
JOHANNE LAURIE CHRISTELLE ARMITA )  
in the presence of: )

  
.....  
**Witness Signature**

**Witness Name:** RAVEEN DHILLON

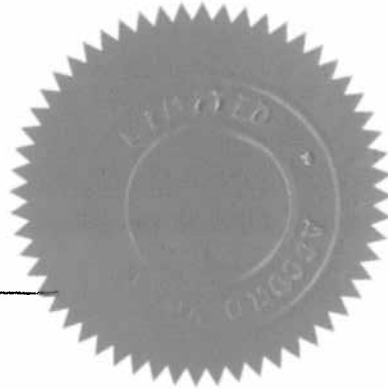
**Address:** 94 GRANGE ROAD, DORRIDGE, B93 8QX

**Occupation:** EQUITES TRADER

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 18 GROVE TERRACE,  
LONDON NW5 1PH

EXECUTED AS A DEED BY  
ACCORD MORTGAGES LIMITED  
By  
in the presence of:-

)  
)  
)  
)



.....

*by authority of the board of directors*

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

)  
)  
)  
)

.....

Authorised Signatory

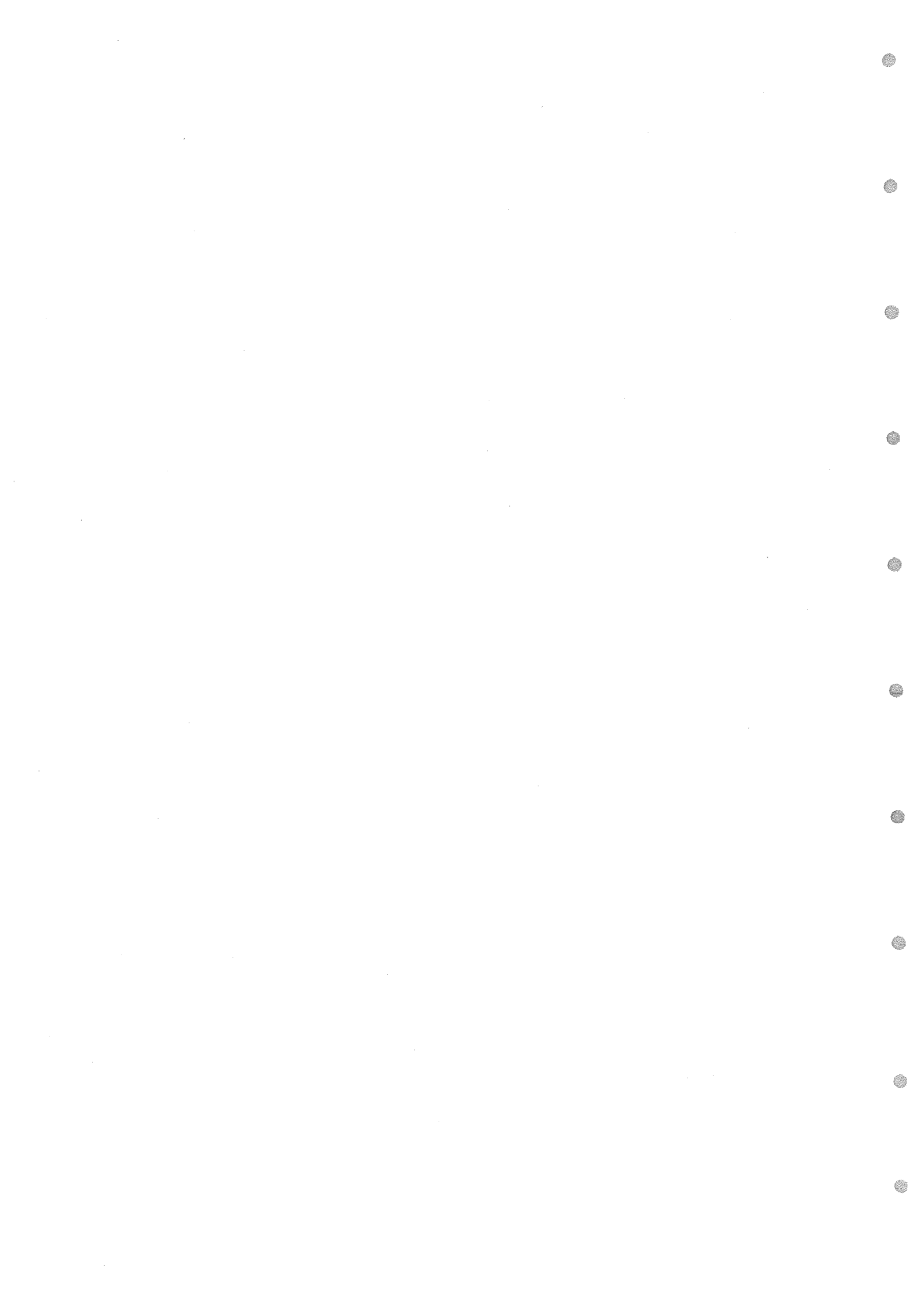




# NORTHGATE SE GIS Print Template



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Ian Adam-Smith Architects  
Highbuilding Farm  
Vann Road  
Fernhurst  
GU27 3NLApplication Ref: **2017/1726/P**

27 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:  
**18 Grove Terrace**  
**London**  
**NW5 1PH**

## Proposal:

**DECISION**  
Lowering of floor level of front vaults and light well, installation of doorway under stairs, enlargement of rear light well and creation of metal balcony and access stair from ground floor to basement, replacement of rear ground floor window with French doors; installation of 1 no. conservation rooflight to rear roof slope.

Drawing Nos: AS595\_E\_01, AS595\_E\_02, AS595\_E\_03, AS595\_P\_01 Rev E, AS595\_P\_02 Rev B, AS595\_P\_03 Rev B, 1049(08)-05 B, 1049(08)-04 B, 1049(08)-03 B, 1049(08)-02 B, 1049(08)-2 B, Basement Impact Assessment, BIA Non-Technical Summary.

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 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.

- 4 The use of the terrace and access stair shall not commence until the trellis, 600mm high and 1200mm long, has been erected in accordance with the approved drawings. The trellis shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby permitted shall be carried out in accordance with the following approved plans AS595\_E\_01, AS595\_E\_02, AS595\_E\_03, AS595\_P\_01 Rev E, AS595\_P\_02 Rev B, AS595\_P\_03 Rev B, 1049(08)-05 B, 1049(08)-04 B, 1049(08)-03 B, 1049(08)-02 B, 1049(08)-2 B.

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

#### Informative(s):

- 1 Reasons for granting permission

The proposal includes the excavation of a rear lightwell with stepped garden access; erection of rear balcony at raised ground floor level with steps down to the garden; lowering of part of the existing garden by 280mm; lowering and tanking of the front vaults; and installation of a rear rooflight.

The proposed lowering of the existing vaults and lightwell by virtue of its limited scale would be considered acceptable.

The installation of the conservation style rooflight to the rear roof slope by reason of its size and position would not harm the character and appearance of the host building. .

The proposed rear lightwell, associated balcony, access stairs and metal railing would be modest in scale and design and would reflect the linear form of the building. The materials of the railing and stairs are appropriate to the host building. These additions would not harm the character and appearance of the host building or the wider conservation area.

The raised balcony would be set back from the rear elevation of the adjoining property and would be less than 900mm deep. Where the stairs descend into the garden adjacent to the boundary wall a trellis measuring 600mm high and 1200mm is proposed to be installed above the boundary wall. Whilst this would serve to limit rather than prevent overlooking to the neighbouring properties, this is considered sufficient given the use, subject to a condition to require the installation of the trellis before the use of the balcony and stairs. On balance, it is considered the proposals would not have a detrimental impact on the amenity of neighbouring occupiers in terms of overlooking.

An independent verification of the basement impact assessment submitted by the applicant concluded that there would be no harmful impacts on adjoining buildings or the water environment. A condition is recommended to ensure that a suitably qualified chartered engineer is appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works. As the vault excavation would be close to the public footway, an 'Approval in Principle' will be required from the highways team. This would be secured by a S106 Legal Agreement.

A Construction Management Plan is not considered to be necessary for the scale of works that are being proposed within the application.

Two consultation letters were received and duly taken into account prior to the determination of this application. The planning history of the site has been taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposal is in general accordance with policies, A1, D1, D2, CC3 and T4 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016, and the National Planning Policy Framework 2012.

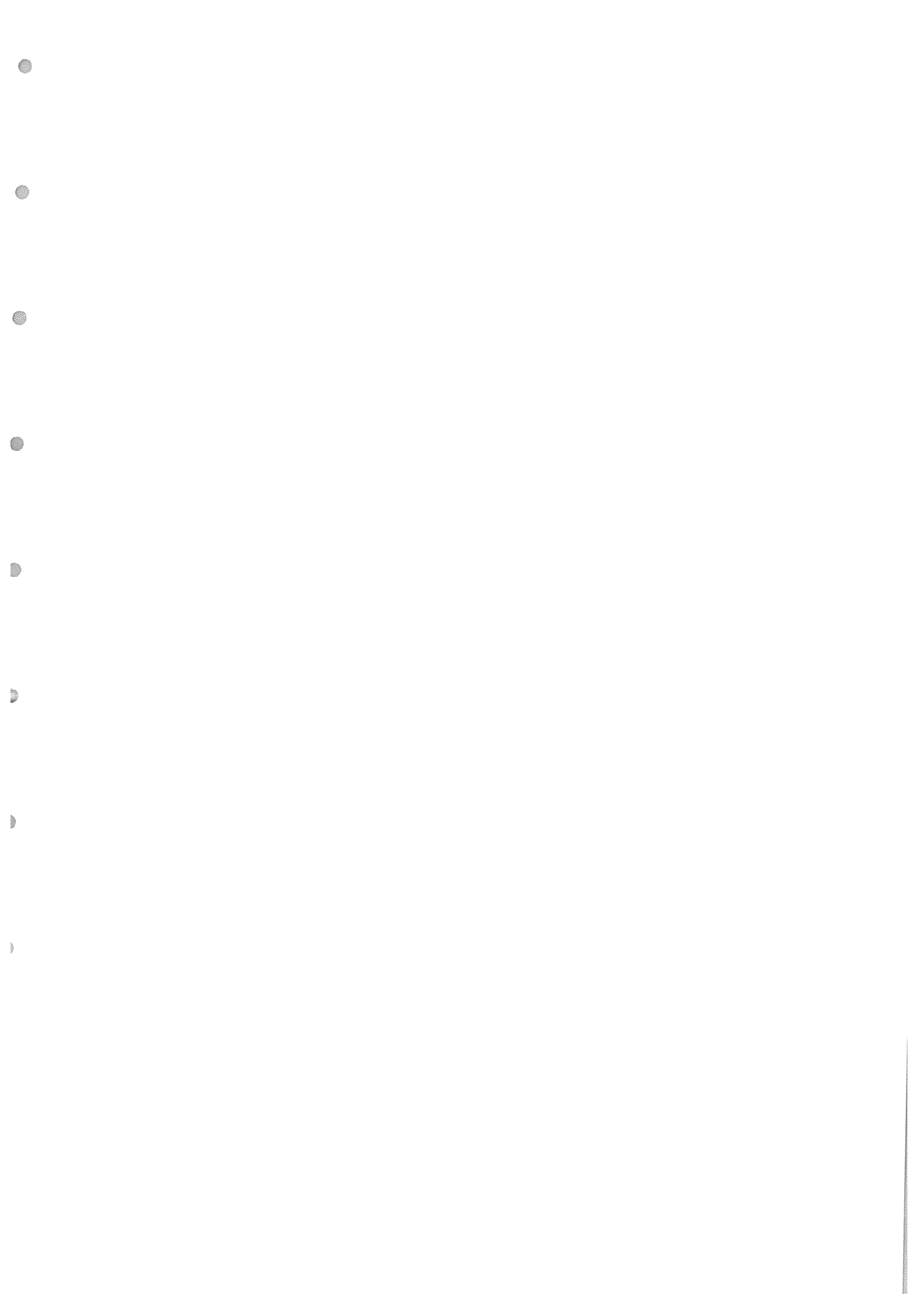
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building 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.

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

Yours faithfully

Supporting Communities Directorate

**DECISION**



DATED

3 October

2018

(1) JATIN VARA and JOHANNE LAURIE CHRISTELLE ARMITA

(2) ACCORD MORTGAGES 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

18 GROVE TERRACE, LONDON NW5 1PH

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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