

DATED 14 December 2018

**(1) MARIA FAYMAN and MOSHE SHLOMO FAYMAN**

**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**

**23 Rona Road, London NW3 2HY**

**pursuant to**

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

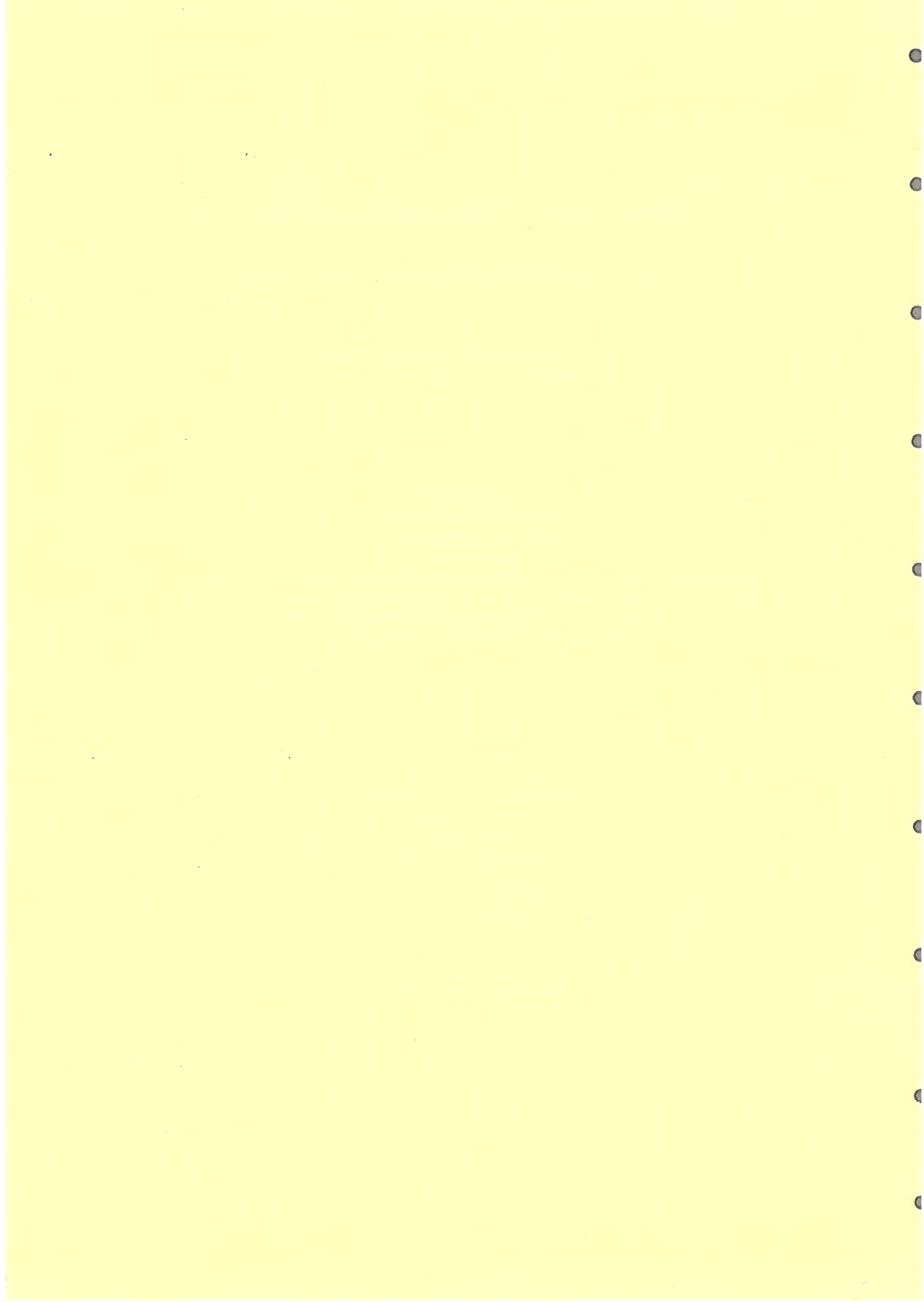
**Section 16 of the Greater London Council (General Powers) Act 1974;**

**Section 111 of the Local Government Act 1972;**

**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.1800.920



THIS AGREEMENT is made the 14<sup>th</sup> day of December 2018

**BETWEEN:**

A. **MARIA FAYMAN and MOSHE SHLOMO FAYMAN** of P.O. Box 1708, Parklands 2121, Johannesburg, South Africa (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 NGL790281.

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 4 January 2018 and the Council resolved to grant permission conditionally under reference number 2018/0026/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.

## 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 the property to form 2 x 2 bed duplexes and 1 x studio flat as shown on drawing numbers:- Location Plan (unnumbered), 01, 02, 03 & 04 received 19/04/2018  |
| 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 and the Owner  |
| 2.7 | "the Planning Application"                | a planning application in respect of the development of the Property submitted to the Council and validated on 4 January 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0026/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 23 Rona Road, London NW3 2HY 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  |

**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 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**

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] [the Nominated Unit] (being part of the Development) at any time during which the occupier



of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 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 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 2018/0026/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.

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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2018/0026/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 Owners or 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 Owners in this Agreement are made jointly and severally and shall be enforceable as such.

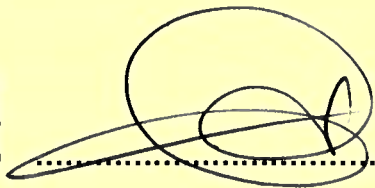
8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY  
MARIA FAYMAN  
in the presence of:

)  
)  
)



.....



.....

Witness Signature

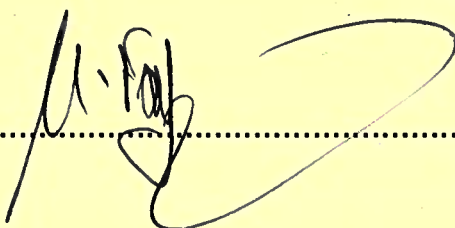
Witness Name: Jonathan Fayman

Address: Fl2, 47 Warrington Cres. W9 1ES London

Occupation: Asst manager

EXECUTED AS A DEED BY  
MOSHE SHLOMO FAYMAN  
in the presence of:

)  
)  
)



.....



.....

Witness Signature

Witness Name: Jonathan Fayman

Address: Fl2, 47 Warrington Cres. W9 1ES London

Occupation: Asst manager

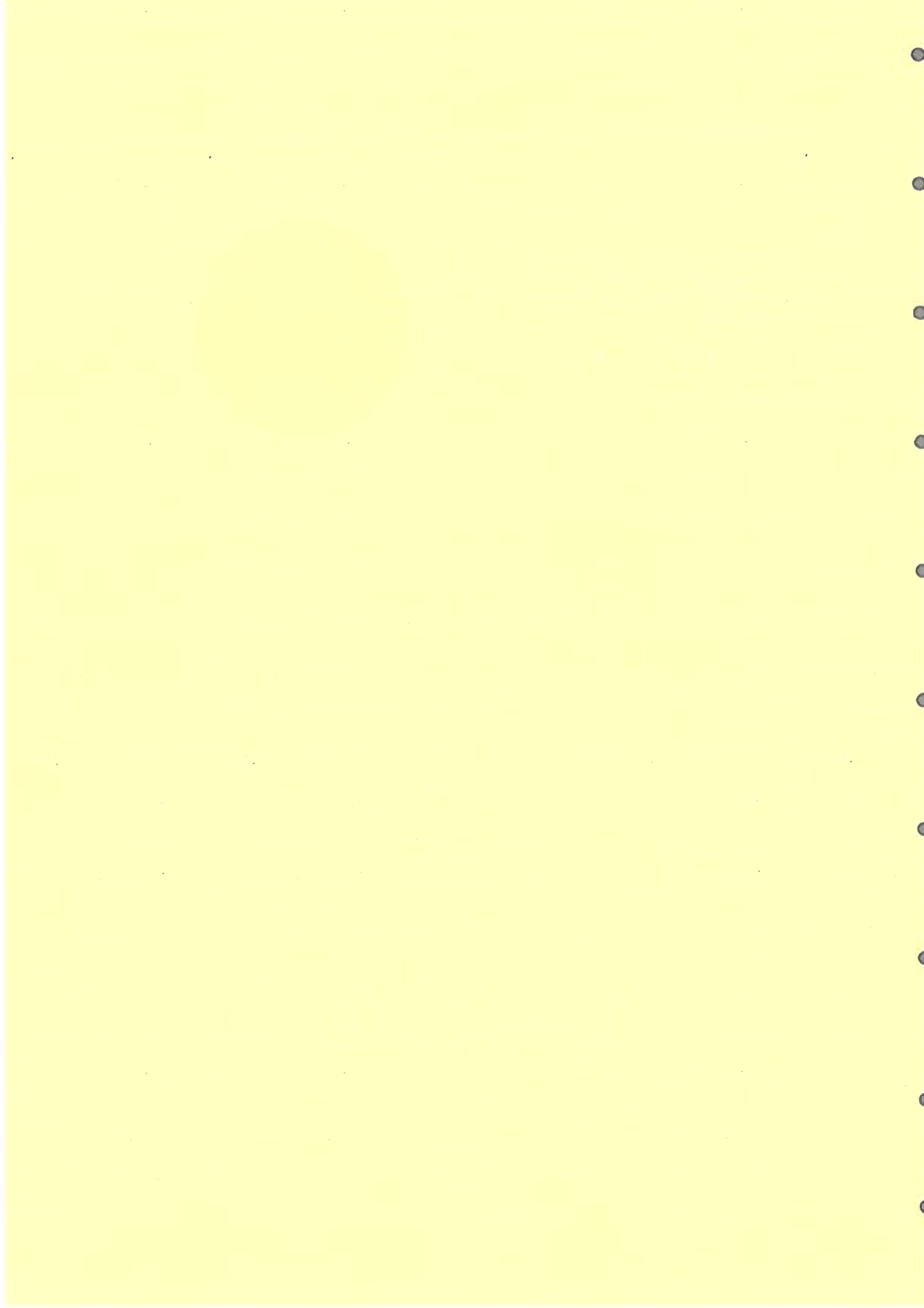
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 23 RONA ROAD, LONDON  
NW3 2HY

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

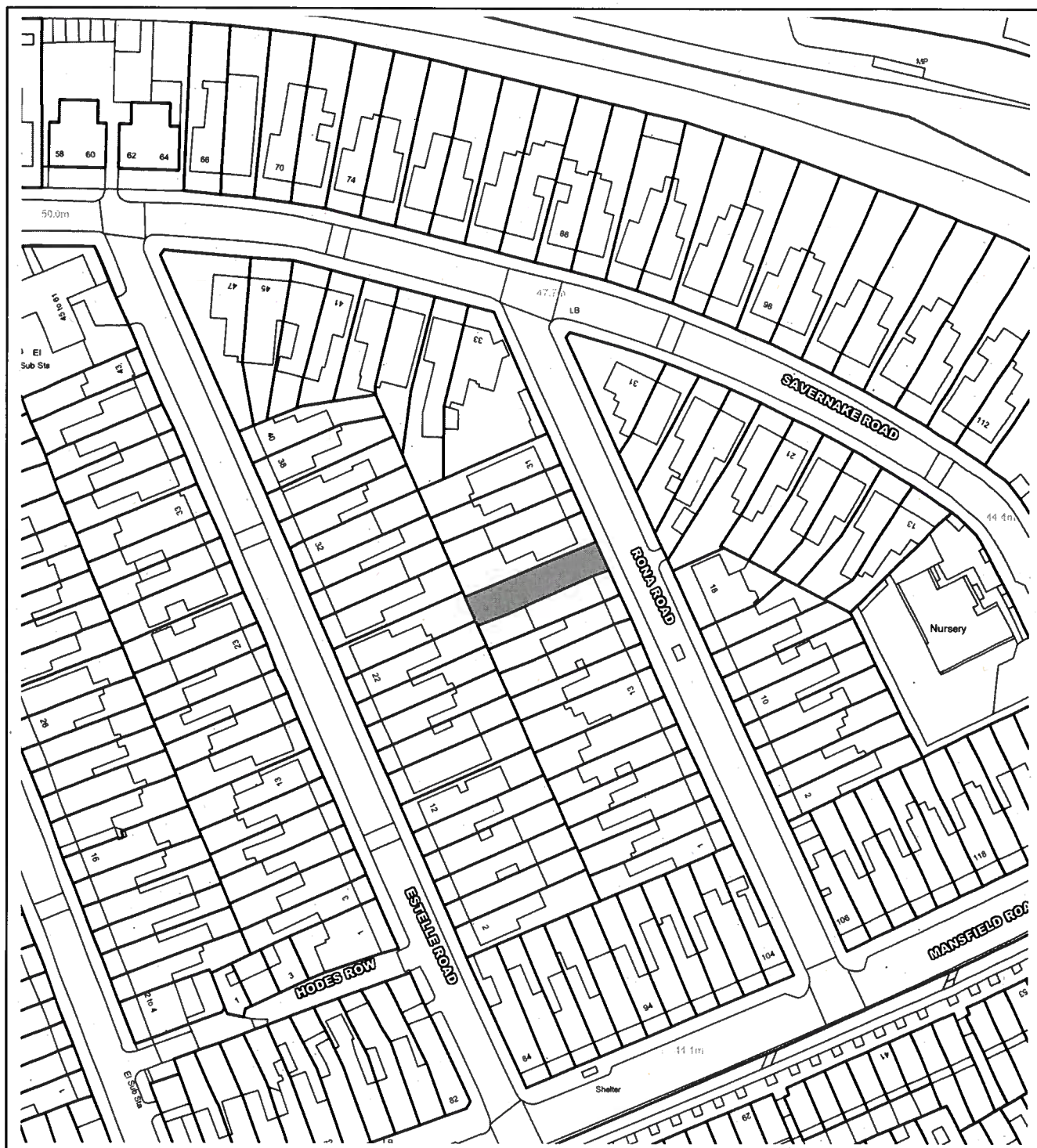
*P. Alexander*

.....  
Authorised Signatory





# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.





UK Planning Permission  
UK Planning Permission  
107-111 Fleet Street  
London  
EC4A2AB

Application Ref: **2018/0026/P**

20 November 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:  
**23 Rona Road**  
**London**  
**NW3 2HY**

Proposal:  
Change of use of the property to form 2 x 2 bed duplexes and 1 x studio flat  
Drawing Nos: Location Plan (unnumbered), 01, 02, 03 & 04 received 19/04/2018

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 shall be carried out in accordance with the following approved plans: Location Plan (unnumbered), 01, 02, 03 & 04 received 19/04/2018.

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

- 2 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).

- 3 Notwithstanding the details of the plans hereby approved, five sheltered and secure cycle storage spaces shall be provided in their entirety prior to the first occupation of any of the units, and permanently retained and accessible thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 4 Notwithstanding the details hereby approved, prior to the first occupation of the development, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 5 The rear outbuilding shall remain ancillary to the use of the proposed ground floor flat of the main property (23 Rona Road, NW3 2HY) and shall not be used as separate residential accommodation, business premises or similar non-ancillary use.

Reason: In order to protect the residential amenities of neighbouring occupiers in accordance with policy A1 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission.

Permission is sought for the change of use of the existing property to form 2 x 2 bed duplexes and 1 x studio unit (3 units in total). The authorised use of the property is for 5 non-self-contained residential units (Class C4) which included 4 bedsits and a ground floor flat. Works have been undertaken to the property after 2015 to convert the property to 1 x 1 bed, and 4 x studio units (5 units). There is no planning history relating to these works, and some of the existing units provide substandard accommodation. Aside from the installation of two Sheffield cycle stands in the rear courtyard area, no external alterations are proposed.

The original proposal included external alterations to the front of the property and a large single storey rear extension, as well as the subdivision of the property into 2 x 2 bed and 1 x 3 bed. This was considered inappropriate on design and amenity grounds as well as providing a substandard quality of accommodation. During the course of the application revised plans were submitted to remove the extension from the proposal and make internal alterations to the proposed units. The proposal would be for the change of use only and no external alterations would be included as part of the application.

The change of use from non-self-contained residential units (C4 use) to self-contained residential units (C3 use) falls within permitted development rights and does not require planning permission. The authorised flat and bedsits measure the following internal floor areas: Flat 1 (ground floor) 69.2 sq. m, bedsit 1 (first floor front part) 23.5 sq. m; bedsit 2 (first floor rear part) 20.6 sq. m; bedsit 3 (second floor) 22.4sq. m; bedsit 4 (roof space) 20.6 sq. m. The 4 bedsit units would not meet the space standards for studios which require a minimum of 37 sq. m. Whilst the proposed development would result in the net loss of two units, contrary to the aims of Policy H3 of Camden's Local Plan, it would enable substandard units to be enlarged to meet residential space standards (assessed further below), and would not result in the loss of residential floorspace. As such, the proposal is considered to be acceptable in accordance with Policy H3 (c).

A condition has been added restricting the use of the outbuilding to the ground and part first floor unit to be ancillary to the property. This is because the space would be inappropriate for residential accommodation, business or similar non-ancillary activity given the proximity to neighbouring residential amenities, especially given the intensification of the site.

The Technical Housing Standards - Nationally Described Space Standard (2015) document specifies a minimum GIA (Gross Internal Area) of 70sq. m for a 2 bed (3 bedspace) unit over two storeys, and 37sq. m for a studio unit (with shower room). The proposed units would have GIAs of 91sq. m, 74.5sq. m, and 39.4sq. m respectively. The bedrooms would similarly meet minimum standards of 11.5sq. m for double occupancy bedrooms and 7.5sq. m for single occupancy rooms; and more than 75% of the GIA of the units would have a minimum internal height of 2.3m. Each of the units would provide a satisfactory standard of accommodation in terms of access to daylight and sunlight, with each unit being dual aspect. The units would also have access to amenity space to the rear of the property and flat 3 would have access to the existing roof terrace. Given the above assessment, the proposal represents a good quality of accommodation.

As there are no external alterations proposed, the development would not impact on the character, appearance or historic interest of the property which is within the Mansfield Conservation Area.



- 2 The proposal is considered to preserve the character and appearance of the conservation area. 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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

Given the internal nature of the alterations, and continued residential use of the property, whilst the proposal may result in some intensification of the uses on the site, the proposal would not result in undue harm to neighbouring amenity in terms of additional noise generation.

Cycle storage has been provided within the rear curtilage of the property, however 4 spaces are shown where 5 are required (2 for 2 bed and above, 1 for 1 bed/studio units). Notwithstanding the plans hereby approved, details of the cycle storage shall be submitted to and approved in writing by the planning department prior to the occupation of the units in accordance with the attached condition.

The proposed units shall be 'car free developments' restricting parking permits of future occupiers through a S106 agreement. No Construction management Plan is required given the minor scale of the alterations.

Whilst waste storage has been indicated on the plans, details have not been provided. Similarly to the cycle storage, details of this shall be required prior to the occupation of the units hereby approved.

Two neighbour objections and an objection from the Mansfield Conservation Area Action Committee (CAAC) were received in response to the initial plans on the basis of the rear extension (design and impact on neighbours) and the loss of landscaping. The plans have since been amended to remove all external alterations. The CAAC has subsequently withdrawn its objection. No re-consultation was required as the material impacts of the scheme have been reduced, however the plans are publically available to view online.

The planning history of the site and surrounding area has been considered when determining this application.

As such, the proposed development is in general accordance with policies H1, H3, C5, A1, D1, D2 and T2 of the London Borough of Camden Local Plan 2017, The London Plan (2016), Technical Housing Standards - Nationally Described Space Standard (2015), and the National Planning Policy Framework (2012).

- 3 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).



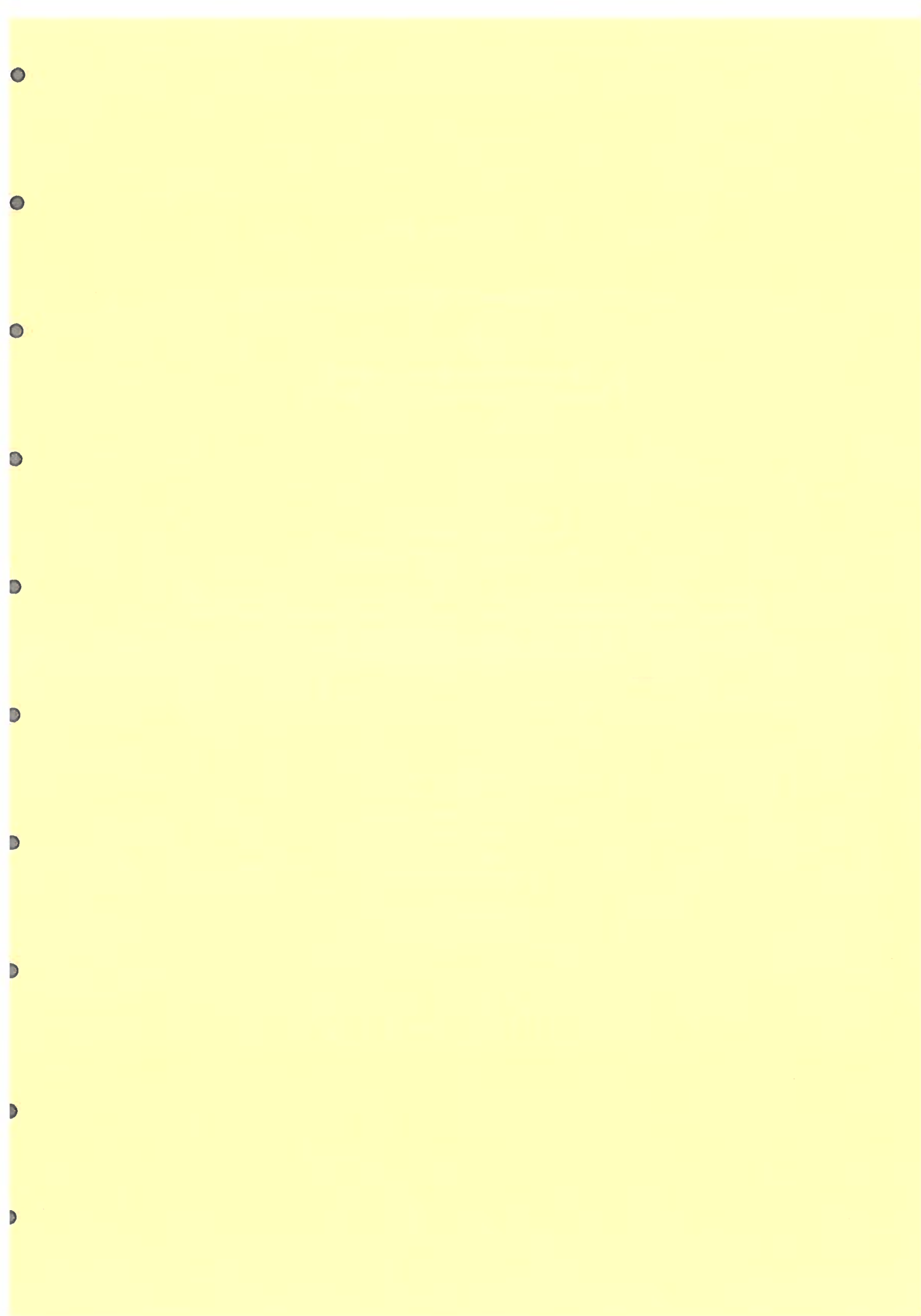
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays 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.
- 5 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 6 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.
- 7 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.
- 8 You are reminded that the property will require a HMO licence. For further information please contact Judith Harris (Principle Environmental Officer) on 020 7974 5047, or [Judith.Harris@camden.gov.uk](mailto:Judith.Harris@camden.gov.uk).
- 9 Enforcement action shall be taken if within three months of the date of this permission the proposed works have not been substantially completed in accordance with the approved plans. This is to prevent the current unauthorised use of the property as sub-standard self-contained flats, in accordance with policies D1 and A1 of the London Borough of Camden Local Plan 2017.

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





DATED *14 December* 2018

**(1) MARIA FAYMAN and MOSHE SHLOMO FAYMAN**

**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**

**23 Rona Road, London NW3 2HY**

**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;**

**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.1800.920