

DATED *24<sup>th</sup> September* 2020

**(1) DAEVON (UK) LTD**

and

**(2) HSBC BANK PLC**

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

**9 Leigh Street, London WC1H 9EW**

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 1478

G:\case files\culture & env\planning\s106 Agreements/ (CF)  
CLS/COM/PM/1800.1561  
Final 280720



THIS AGREEMENT is made the 24<sup>th</sup> day of September 2020

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

- A. **DAEVON (UK) LTD** (Co. Regn. No. 08560011) whose registered office is at Unit 9 Hampstead West 224, Iverson Road, London, NW6 2HL (hereinafter called "the Owner") of the first part
- B. **HSBC BANK PLC** (Co. Regn. No. 00014259) whose registered office is at Level 6, 71 Queen Victoria Street, London EC4V 4AY (hereinafter called "the Mortgagee") of second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL452204 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<sup>th</sup> February 2020 and the Council resolved to grant permission conditionally under reference number 2020/1006/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 NGL452204 and dated 15<sup>th</sup> August 2017 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 | "Bicycle Hangar Contribution" | <del>the sum of £3,848 to be paid by the Owner to the Council in</del><br>accordance with the terms of this Agreement to be applied by the Council in connection with the provision, installation and maintenance costs of a bicycle hangar in the vicinity of the Property   |
| 2.4 | "the Development"             | Internal and external alterations to annex outbuilding to form a studio bedroom; internal alterations to main property (Sui-Generis) as shown on drawing numbers:- PL/001_Rev.A, PL/002_Rev.A, PL/003_Rev.A, PL/004_Rev.A, PL/100, PL/101_Rev.D, PL/102_Rev.C, PL/103_Rev.C, PL/104_Rev.C, PL/110_Rev.H, PL/113_Rev.F, PL/120_Rev.D, PL/121, PL/130_Rev.C, PL/201_Rev.C, PL/202_Rev.C, PL/203_Rev.B, PL/204_Rev.B, WD121, Design & Access Statement Rev.F dated February 2020 & Heritage Statement Rev.A dated February 2020. |
| 2.5 | "the Financial Contributions" | means the collective sums payable for the Bicycle Hangar Contribution, the Sheffield Stand contribution and the Traffic Management Order Contribution   |
| 2.6 | "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  |
| 2.7  | "Occupation Date"                         | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly  |
| 2.8  | "the Parties"                             | mean the Council the Owner and the Mortgagee  |
| 2.9  | "the Planning Application"                | a planning application in respect of the development of the Property submitted to the Council and validated on 27 <sup>th</sup> February 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/1006/P subject to conclusion of this Agreement             |
| 2.10 | "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   |
| 2.11 | "the Planning Permission"                 | a planning permission granted for the Development substantially in the draft form annexed hereto  |
| 2.12 | "the Property"                            | the land known as 9 Leigh Street, London WC1H 9EW the same as shown shaded grey on the plan annexed hereto  |
| 2.13 | "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  |
| 2.14 | "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   |
| 2.15 | "Sheffield Stand Contribution"            | the sum of £300 to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in connection with the costs of the provision of a sheffield bicycle stand in the vicinity of the Property   |
| 2.16 | "Traffic Management Order Contribution"   | the sum of £2,958.70 to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in connection with the making and associated costs of securing an appropriate traffic management order pursuant to the loss of vehicle parking spaces at the Property |

**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.
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- 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 and 4.2 for all relevant purposes.

BLW

# 9 Leigh Street, London WC1H 9EW – 2020/1006/P



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Application ref: 2020/1006/P  
Contact:  
Tel: 020 7974

**Development Management**  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Mark Fairhurst Limited  
48a Union Street  
London  
SE1 1TD

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:  
**9 Leigh Street**  
**London**  
**WC1H 9EW**

Proposal: Internal and external alterations to annex outbuilding to form a studio bedroom; internal alterations to main property (Su-Genesis).

**DECISION**  
Drawing Nos: PL/001\_Rev.A, PL/002\_Rev.A, PL/003\_Rev.A, PL/004\_Rev.A, PL/100, PL/101\_Rev.D, PL/102\_Rev.C, PL/103\_Rev.C, PL/104\_Rev.C, PL/110\_Rev.H, PL/113\_Rev.F, PL/120\_Rev.D, PL/121, PL/130\_Rev.C, PL/201\_Rev.C, PL/202\_Rev.C, PL/203\_Rev.B, PL/204\_Rev.B, WD121, Design & Access Statement Rev.F dated February 2020 & Heritage Statement Rev.A dated February 2020.

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 permitted shall be carried out in accordance with the following approved plans: PL/001\_Rev.A, PL/002\_Rev.A, PL/003\_Rev.A, PL/004\_Rev.A, PL/100, PL/101\_Rev.D, PL/102\_Rev.C, PL/103\_Rev.C, PL/104\_Rev.C, PL/110\_Rev.H, PL/113\_Rev.F, PL/120\_Rev.D, PL/121, PL/130\_Rev.C, PL/201\_Rev.C, PL/202\_Rev.C, PL/203\_Rev.B, PL/204\_Rev.B, WD121, Design & Access Statement Rev.F dated February 2020 & Heritage Statement Rev.A dated February 2020.

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

- 
- 4 The four cycle storage spaces hereby approved shall be provided in their entirety prior to the first occupation of the development and permanently retained 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.

#### Informative(s):

- 1 Reasons for granting permission.

9 Leigh Street forms part of a group of the Grade II listed darkened stock brick terraced houses, dating from 1810-13 situated within the Bloomsbury Conservation Area.

This application seeks to renovate and alter the existing outbuilding to create a studio bedroom and to make a number of internal changes to the main building to facilitate the reconfiguration of kitchens, bathrooms and ensuite shower rooms and address unauthorised works carried out to the building.

Policy H10 of the Camden Local Plan seeks to ensure there is a continued provision of housing with shared facilities to meet the needs of small households with limited incomes and modest space requirements.

In land use terms, the renovation of the outbuilding would continue to support the existing HMO, forming a studio room which would be reliant on the main house for

cooking facilities. Whilst this would result in an additional unit within the HMO, the amalgamation of two units at first floor level means that the overall number of rooms within the HMO would remain unchanged (10 units total). 5 of the units would also continue to have bathroom and food preparation facilities as existing. The HMO would provide better quality accommodation and shared facilities to occupiers following the works and is therefore considered to be acceptable in compliance with the aspirations of policies H6 and H10.

The roof of the converted outbuilding is made up of modern concrete tiles and has very limited visibility, being enclosed within the rear yard. There is therefore no objection to its replacement with new tiles and the installation of conservation style rooflights as proposed.

Whilst the internal works proposed would not typically be acceptable in conservation terms, it is acknowledged that the building was listed after the change of use to a HMO. The works would not result in the loss of features (such as a chimney breast) and nibs and bulkhead detail would be retained at first floor level. The works are also required to provide basic living standards required by the existing HMO, and on balance are considered to be acceptable.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area and the special interest of the listed building, under s.66 & 72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

Given the minor nature of the works proposed, they are considered not to result in undue harm to the amenity of surrounding neighbours. Whilst there may be some level of noise and light spillage as a result of the use of the existing rear outbuilding as residential accommodation, this is considered not to constitute undue harm and refusal would not be warranted on this basis.

- 2 In transport terms, the proposal would require 10 cycle storage spaces for the occupants of the HMO in compliance with policy T1 of the Camden Local Plan, CPG Transport and the London Plan. Given the constrained nature of the site and its status as a listed building, 4 will be located within the rear curtilage (secured by condition), with the remaining six located within an off-site bike hangar. A S106 contribution of £3,848 towards the cost and maintenance of the hangar has been agreed. In addition, due to the loss of vehicle parking spaces, a Traffic Management Order (TMO) and the associated costs of £2,958.70 has been secured by S106. A further S106 clause has been secured for the entire property to be 'car free' restricting parking permits for residential occupiers. A contribution shall also be secured towards a Sheffield stand provided within the public realm (secured by S106).

No comments were received following public consultation on the scheme. The planning and enforcement 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 A1, D1, D2, H6, H7, H10, T1 and T2 of the London Borough of Camden Local Plan 2017, the London Plan 2016, and the National Planning Policy Framework 2019.

- 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 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.
- 5 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 6 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0171319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

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

#### **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) in the Property 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) in the Property 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) in the Property, 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.

#### **4.2 FINANCIAL CONTRIBUTIONS**

- 4.2.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in its entirety.

#### **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 2020/1006/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 reasonable fee (subject to a limit of £1,000) in respect of each a request relating to one or more obligations) 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 information to the Council under the terms of this Agreement shall be made by the Owner to the Council sending the required information and / or 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 2020/1006/P.
- 5.7 Payment of the Financial Contributions pursuant to clause 4.2 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 2020/1006/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN 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 AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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.

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**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, 5 Pancras Square, London N1C 4AG quoting the planning reference number 2020/1006/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.

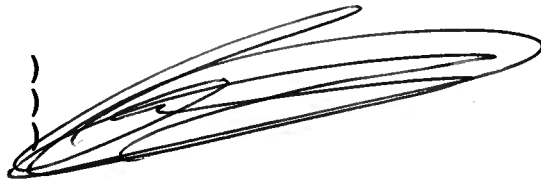
8. **RIGHTS OF THIRD PARTIES**

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 Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

---

**EXECUTED AS A DEED BY  
DAEVON (UK) LTD  
in the presence of:**



  
.....  
**Witness Signature**

**Witness Name:** *Roy Ghossar*

**Address:**

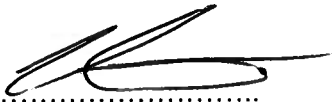
**Occupation:** *Paralegal*

NWL SOLICITORS  
9 HAMPSTEAD WEST, 224 IVERSON ROAD  
LONDON NW6 2HL  
TEL: 0207 328 2929 FAX: 0207 625 2844  
DX: 53656 WEST HAMPSTEAD

**EXECUTED AS A DEED BY**

a duly authorised attorney Colin Whitelaw pursuant to a power of attorney dated ~~30th July 2019~~ in their capacity as attorney for HSBC UK Bank plc who in turn is acting in its capacity as attorney for HSBC Bank plc pursuant to a power of attorney dated 1 July 2018 which power of attorney authorises or permits the delegation of the execution of this deed by HSBC UK Bank plc to the duly authorised attorney Colin Whitelaw.

26th June 2020



.....  
**Colin Whitelaw**

as Attorney of **HSBC UK BANK PLC** who is the attorney for **HSBC BANK PLC**

In the presence of

Signature of Witness:



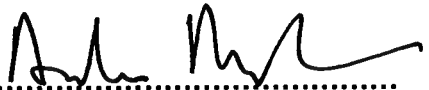
.....  
Name of witness (IN BLOCK CAPITALS):

~~ANNA~~ MALEHAM

Address:

35, CATHCART DRIVE, ORPINGTON, BR6 8BU

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



.....  
**Authorised Signatory**

DATED

*24<sup>th</sup> September* 2020

(1) DAEVON (UK) LTD

and

(2) HSBC BANK PLC

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~~

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9 Leigh Street, London WC1H 9EW

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