

DATED 29<sup>th</sup> September 2021

(1) HAREN CHIPPA and SARJU POPAT

and

(2) JEFFREY SAAD JUMAILY

and

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

**A G R E E M E N T**

relating to land known as

22A Cricklewood Broadway, London NW2 3HD

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 4834

CLS/COM/SW/1800.1647  
V2 Draft

THIS AGREEMENT is made the 29<sup>th</sup> day of September 2021

**BETWEEN:**

- A. **HAREN CHIPPA** of 55 Shaftesbury Avenue, Kenton, Harrow, Middlesex HA3 0RA and **SARJU POPAT** of Broadacres, 8 Seabrook Road, Kings Langley, Hertfordshire WD4 8NU (hereinafter called "the Freeholder") of the first part
- B. **JEFFREY SAAD JUMAILY** of 1936 Aldermead Road, Mississauga, Ontario, Canada L5M 2Z9 (hereinafter called "the Leaseholder") of the 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN205044.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL603580.
- 1.3 The Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as the Owner.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 26 September 2019 and the Council resolved to grant permission conditionally under reference number 2019/4962/P subject to the conclusion of this legal Agreement.
- 1.5 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.

- 1.7 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	"Affordable Housing"	low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £ £7,924.88 (seven thousand nine hundred and twenty four pounds and eighty eight pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Development"	Change of use from HMO to 3 x 1 bedroom flats. Replacement of rear door and installation of new door to side facade.as shown on drawing numbers:- (1932_EX_) 001, 100, 110, 200, 300, 310 (1932_PA_) 002, 100, 110, 200, 210, 300, 310 Design and Access Statement dated 25th September 2019.
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"	the Council, the Owner and the Leaseholder
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 26 September 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/4962/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 22 A Cricklewood Broadway, London NW2 3HD 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

**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 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 CAR FREE**

4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

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

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

## **4.2 AFFORDABLE HOUSING CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing 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 2019/4962/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 2019/4962/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**

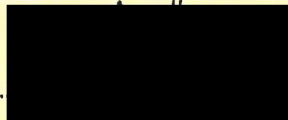
- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

CONTINUATION OF s106 AGREEMENT RELATING TO 22 A CRICKLEWOOD  
BROADWAY

EXECUTED AS A DEED BY  
HAREN CHIPPA  
in the presence of:

)  
)  
)...



HAREN CHIPPA



.....  
Witness Signature

Witness Name: ATUL KHETIA

Address: 4 ALURIC CLOSE, GRAYS, ESSEX RM16 4NB

Occupation: ADMIN

CONTINUATION OF s106 AGREEMENT RELATING TO 22 A CRICKLEWOOD  
BROADWAY

EXECUTED AS A DEED BY  
SARJU POPAT  
in the presence of:

)  
)  
).....

SARJU POPAT

.....  
Witness Signature

Witness Name: *SOWAIL MUSSA*

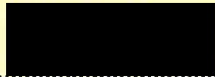
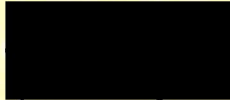
Address: *VILLA 15, ST. 24, ALSAFAT, DUBAI.*

Occupation: *OPERATIONS MANAGER.*



CONTINUATION OF s106 AGREEMENT RELATING TO 22 A CRICKLEWOOD  
BROADWAY

EXECUTED AS A DEED BY  
JEFFREY SAAD JUMAILY  
In the presence of:



.....  
Witness Signature

Witness Name: MAZIN SHABAN

Address: 1943 ALDERMEAD RD., MISSISSAUGA, ON, CANADA

Occupation: ARCHITECT. 46 876 9238 LSM-3A1

**CONTINUATION OF s106 AGREEMENT RELATING TO 22 A CRICKLEWOOD  
BROADWAY**

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



.....  
**Authorised Signatory**

**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)

Application ref: 2019/4962/P  
Contact:  
Tel: 020 7974  
Date: 30 June 2021

AURAA LTD  
54 Georgiana Street  
London  
NW1 0QS

**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:  
**22 A Cricklewood Broadway**  
**London**  
**NW2 3HD**

Proposal:  
Change of use from 4-bed HMO to 3 x 1 bedroom flats (Class C3). Replacement of rear door and installation of new door to side facade.  
Drawing Nos: (1932\_EX\_) 001, 100, 110, 200, 300, 310 (1932\_PA\_) 002, 100, 110, 200, 210, 300, 310



Design and Access Statement dated 25th September 2019.

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: (1932\_EX\_) 001, 100, 110, 200, 300, 310 (1932\_PA\_) 002, 100, 110, 200, 210, 300, 310

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

- 4 Before the development commences, details of secure and covered cycle storage area for bicycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new flats, 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.

The building has been longterm vacant for over five years and is in a state of serious

disrepair. The building was previously in use as a 4-bed house of multiple occupation (HMO). Policy H10 of the Local Plan states that the Council will resist development that involves the net loss of HMO floorspace or the self-containment of accommodation. The Council's Environmental Health Officers considers the layout of the now vacant HMO layout to be poor and does not object to the loss of the HMO given the application would be bringing the building back into residential use. Given the floorspace would become self-contained market housing, a financial contribution to secure a contribution to affordable housing in the form of a £7924.88 payment-in-lieu is agreed and secured by S106 legal agreement.

The proposed duplex flat at ground and first floor would be just under that required for a two floor unit in the Nationally Described Space Standards however it is considered acceptable in this instance due to the layout of the flat and the addition of private amenity space for this unit.

Whilst one-bedroom units are considered low priority in the Dwelling Size Priorities table in the Camden Local Plan, it is considered on balance that three new residential units would be appropriate for this location where there would only be amenity space for the ground floor unit and the site being accessed from the rear alleyway and therefore less suitable for family accommodation.

The proposed use would not bring about adverse impacts on the amenity of adjoining residential occupiers as the building will be used in a very similar fashion to the previous use.

The proposed alterations at ground floor level would not detract from the character and appearance of the host building or surrounding terrace. All windows to be replaced would be timber sash windows. The changes would not harm the appearance of the locally listed building.

Sufficient space is provided for bins and recycling facilities. Bike parking is provided for six bicycles. Further details to ensure they meet the Council's requirements is secured by condition.

In accordance with policy T2, the units would be secured as car-free whereby residents will not be able to apply for car parking permits to park onstreet.

No objections were received following statutory consultation. The planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

The proposed development is in general accordance with policies H1, H4, H7, H10, A1, D1, D2, T1 and T2 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016, the Intend to Publish London Plan 2019 and the National Planning Policy Framework 2019.

- 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 4 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.
- 5 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.
- 6 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 7 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-61f9-525ca0f71319> 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.

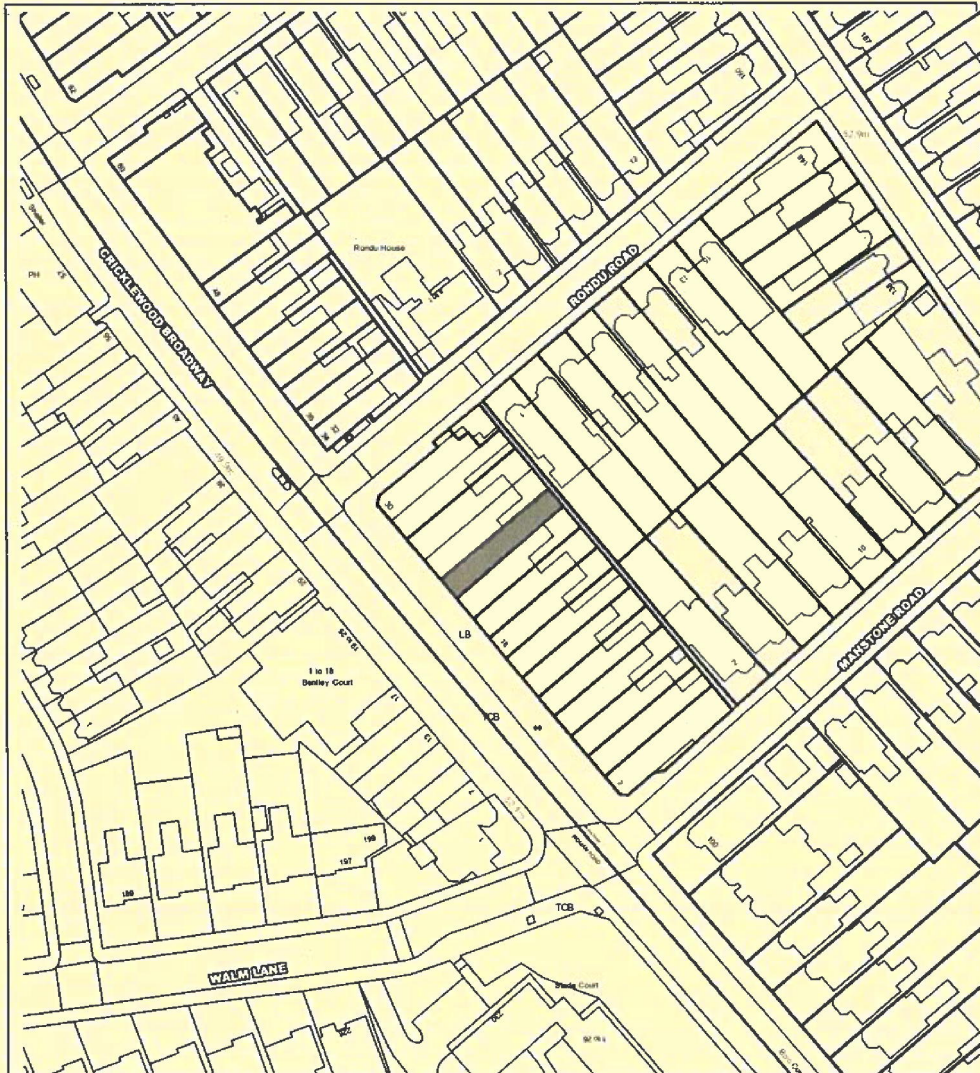


In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

## 22a CRICKLEWOOD BROADWAY



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.