

DATED 10 January 2024

**(1) LOROMAH ESTATES LIMITED**

and

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

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

relating to land known as  
**115 KINGS CROSS ROAD, LONDON WC1X 9NH**

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 3935

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CLS/COM/AS/1800.2140

FINAL

**THIS AGREEMENT** is made the 10<sup>th</sup> day of January 2024

**BETWEEN:**

A. **LOROMAH ESTATES LIMITED** (Co. Regn. No. 00581350) whose registered office is at 94 Richmond Avenue, Islington, London, England, N1 0LU (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 NGL440130.

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 14 September 2021 and the Council resolved to grant permission conditionally under reference number 2021/4444/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"	erection of a mansard style roof extension to facilitate the formation of a 2nd and 3rd floor 2 bedroom 4 person flat. Erection of a first floor rear extension and formation of first and second floor rear terraces (1st floor to be used as a 1 bed 2 person flat). Replacement timber sash windows on front and rear elevations as shown on drawing numbers:- 074.(3); 0.001_A, 0.002_A, 0.100_A, 0.101_A, 0.200_A, 0.201_A, 0.300_A, 1.100_F, 1.101_E, 1.200_G, 1.201_D, 1.300_D, 074_21.09.09 Design & Access Statement
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 14 September 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/4444/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 115 Kings Cross Road, London, WC1X 9NH 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 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 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 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 obligations in clauses 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 2021/4444/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 2021/4444/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. **MORTGAGEE EXEMPTION**

7.1 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) 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 have executed this instrument as their Deed the day and year first before written



CONTINUATION OF S106 AGREEMENT IN RELATION TO  
115 KINGS CROSS ROAD, LONDON WC1X 9NH

EXECUTED AS A DEED BY )  
LOROMAH ESTATES LIMITED )  
acting by one director in the presence of )

[Redacted] .....

Director

Witness Name:

[Redacted] James Martin Band

Address:

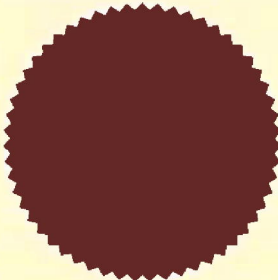
[Redacted] 4 Barclay Road London SW16 1EH

Occupation:

Head of Technology

**CONTINUATION OF S106 AGREEMENT IN RELATION TO  
115 KINGS CROSS ROAD, LONDON WC1X 9NH**

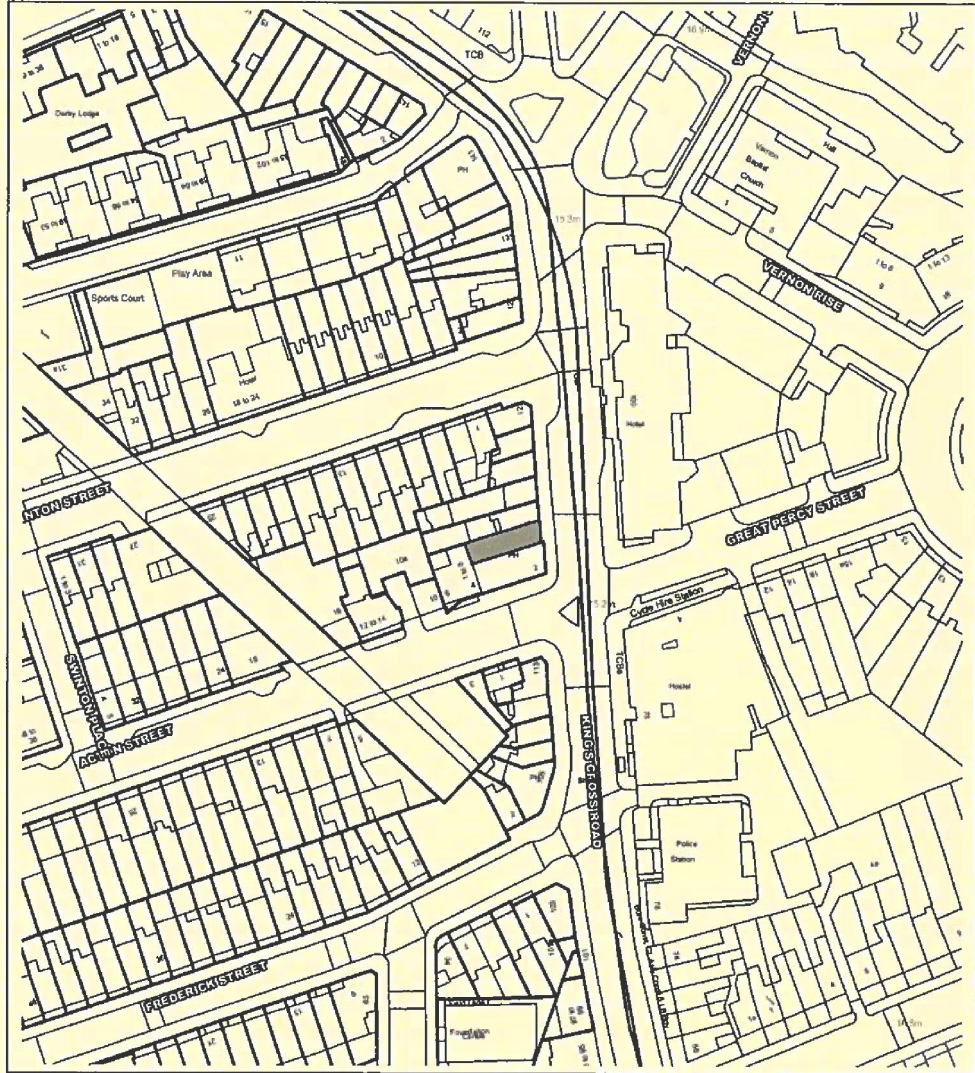
**THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )**



..... [Redacted Signature]

**Authorised Signatory**

# 115 KINGS CROSS ROAD - 2021/4444/P



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Application ref: 2021/4444/P  
Contact: Jennifer Walsh  
Tel: 020 7974 3500  
Date: 18 October 2023

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)

DISTRICT Architects  
Unit 4  
Blackwater Court  
17-19 Blackwater Street  
East Dulwich  
SE22 8SD  
United Kingdom

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:  
115 King's Cross Road  
London  
WC1X 9NH

**Proposal:**

Erection of a mansard style roof extension to facilitate the formation of a 2nd and 3rd floor 2 bedroom 4 person flat. Erection of a first floor rear extension and formation of first and second floor rear terraces (1st floor to be used as a 1 bed 2 person flat). Replacement timber sash windows on front and rear elevations.

Drawing Nos: 074.(3): 0.001\_A, 0.002\_A, 0.100\_A, 0.101\_A, 0.200\_A, 0.201\_A, 0.300\_A, 1.100\_F, 1.101\_E, 1.200\_G, 1.201\_D, 1.300\_D, 074\_21.09.09 Design & Access Statement

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 The development hereby permitted shall be carried out in accordance with the following approved drawings and document:

074.(3): 0.001\_A, 0.002\_A, 0.100\_A, 0.101\_A, 0.200\_A, 0.201\_A, 0.300\_A, 1.100\_F, 1.101\_E, 1.200\_G, 1.201\_D, 1.300\_D, 074\_21.09.09 Design & Access Statement

Reason:

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details (at a scale of no less than 1:20) of the replacement windows (including jambs, head and sill) on the front and rear elevations

b) Details (at a scale of no less than 1:20) of the front and rear dormers

c) Details (at a scale of no less than 1:50) of the new shopfront

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

**Informative(s):**

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

- 2 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, 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.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](http://www.camden.gov.uk)) 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.

- 4 Reasons for granting permission:

The site lies in the Bloomsbury Conservation Area and it is noted as being a 'positive contributor' in the Bloomsbury Conservation Area Appraisal and Management Strategy.

It is one of a terrace of 6 properties (with basements) which are noted as being positive contributors (nos. 115 - 125).

Nos. 119 - 125 are four storey with V-shaped slate tiled mansard roofs at third floor level behind parapet walls. The application property, and no. 117 are three storeys in height with V-shaped roofs at second floor level behind parapet walls.

Nos. 115 & 117 do not have the same architectural form as nos. 119 - 125 and it is not considered that the V-shaped mansard roofs at these properties should necessarily be replicated at the application site. The proposed mansard roof, which is of a traditional style with a 70 degree sloped front elevation, matching sash windows, flat roof and 70 degree sloped rear elevation, complies with the guidance in the Council's Home Improvements CPG and it is appropriate to the building and the Conservation Area. It would preserve the character and appearance of this part of King's Cross Road, and the Conservation Area.

The proposed first floor rear extension, which would abut the four storey solid rear wall of the adjoining building to the south (1 Acton Street) would not be visible from any street. The rear elevations of the building and the neighbouring buildings are not significant in the Conservation Area and the proposed first floor rear extension would not harm the appearance of the Conservation Area, any streetscene or the visual amenity of any neighbouring occupiers.

Following consultation with the Bloomsbury Conservation Area Advisory Committee, metal railings have been provided to the terraces at the rear, in keeping with the character and appearance of the street and the Conservation Area.

A condition is attached to secure details of the new shopfront, dormers and windows (as recommended by the Conservation Area Advisory Committee) and an informative is included in respect of cleaning the brickwork on the front elevation. Accordingly it is considered that the proposal would preserve and enhance the character and appearance of the street and the Conservation Area. The rooflights on the new roof would not be visible in the public domain and would have no impact on the character or appearance of the Conservation Area.

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.

The proposed first floor 1 bed 2 person flat and second floor 2 bed 4 person flat would meet the minimum size requirements in the National Housing Standards (i.e. 39 sq m and 79 sq m), the double bedrooms would meet the standards (i.e. 11.5 sq m) and by way of their layout, configuration and design, the flats would provide satisfactory living conditions. Each flat would have a sufficient amount of private amenity space in the form of an enclosed private external terrace.

- 5 No new on-site car parking is proposed, in accordance with NPPF, London Plan and LB Camden policies for reducing car use. Furthermore, a bicycle store for two bicycles for the new flat are proposed within the site in accordance with London Plan and LB Camden policies for promoting the use of sustainable methods of transport.

In order to remain 'car-free' it will be necessary for the applicant to enter into a legal agreement to prevent future occupiers of the new additional flat from obtaining car parking permits.

The mansard roof extension would not result in any significant loss of light, privacy or outlook at any neighbouring properties. There are no windows alongside the site of the roof extension at any neighbouring properties and the proposal would not extend beyond the rear elevation of the building such that it would overshadow, obscure or be overbearing upon any neighbouring rooms or terraces.

The proposed first floor rear extension and the first and second floor rear terraces would similarly not result in any significant loss of amenity for any neighbouring occupiers. The first floor rear extension would be sited over 3.5m from the nearest habitable room windows at the attached building (117 King's Cross Road) and these windows would retain good levels of light and outlook to the rear.

The new terraces which are proposed at the rear at first and second floor levels would not result in any significant loss of privacy because the ground floor areas of the sites to the north are in commercial use. There are balconies on the upper floors at the rear of the neighbouring building on Acton Street but these already appear to overlook each other, and are overlooked to a certain extent by existing windows in existing buildings, such that the new terraces would not result in any significant direct overlooking.

No objections have been received in relation to the proposals. The planning history of the site and adjoining sites have been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, H3, H7, T2, D1 and D2 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2019

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate