

DATED

14 July 2020

2020

(1) CONSOLIDATED DEVELOPMENTS LIMITED

and

(2) TRIMONT REAL ESTATE ADVISORS, U.K., LTD

and

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

AGREEMENT

relating to land known as

Shaldon Mansions, 17 and 18 Denmark Street and

126-136 (even) Charing Cross Road, and

19 Denmark Street, London WC2H 8NB

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.1800.1199
Final

THIS AGREEMENT is made the

14th

day of

July

2020

BETWEEN:

- A. **CONSOLIDATED DEVELOPMENTS LIMITED** (Co. Regn. No. 2904116) whose registered office is at 3rd Floor, 114a Cromwell Road, London SW7 4AG (hereinafter called "the Owner") of the first part
- B. **TRIMONT REAL ESTATE ADVISORS, U.K., LTD** (Co. Regn. No. 08687097) whose registered office is at 300 Pavilion Drive, Northampton, England, NN4 7YE (hereinafter called "the Mortgagee") 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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL648333 and 263646 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 2 April 2019 and the Council resolved to grant permission conditionally under reference number 2019/1363/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 Numbers NGL648333 and 263646 and dated 3 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 | "Business 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 businesses of the locality in which the Development is situated |
| 2.4 | "Business 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 a Business Parking Bay |
| 2.5 | "Cycle Parking Contribution" | the sum the sum of £2,334 (two thousand three hundred and thirty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the installation of cycle parking provisions on the Public Highway in the vicinity of the Property to provide covered, secure and fully enclosed cycle storage facilities |

2.6 "the Development" Conversion of 1x 1B and 1x studio into a 1x 3B unit at Shaldon Mansions involving alterations and extension to the roof and insertion of windows. Change of use from basement 1B flat (C3) at 18 Denmark Street to retail (A1) to be used in connection with the ground floor unit above. Alterations to lightwell at ground and basement level as shown on drawing numbers:- 1410_00(00)001; 1410_00(00)005; 1410_(00)107; 1410_(00)108; 1410_(00)113; 1410_(00)114; 1410_(00)115; 1410_(00)117; 1410_(00)135; 1410_(00)136; 1410_(00)137; 1410_(00)165; 1410_(00)166; 1410_(00)167; 1410_00(00)006 Rev.01; 1410_00(00)205; 1410_00(00)210; 1410_00(00)211; 1410_00(00)212 Rev.01; 1410_00(00)213 Rev.01; 1410_00(00)214 Rev.01; 1410_00(00)235 Rev.01; 1410_(00)237 Rev.01; 1410_(00)265 Rev.01 and 1410_(00)267 Rev.01

2.7 "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

2.8 "the Nominated Commercial Unit" the lower ground/ basement floor commercial unit forming part of the Development the same as hatched in red on the drawing numbered 1410_00(00)205 annexed hereto

2.9 "the Nominated Residential Unit" the sixth and seventh floor residential unit forming part of the Development the same as shaded in green on the drawings numbered 1410_00(00)212 and 1410_00(00)213 annexed hereto

2.10 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.11 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 2 April 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/1363/P subject to conclusion of this Agreement.
- 2.13 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as Shaldon Mansions, 17 and 18 Denmark Street and 126-136 (even) Charing Cross Road, and 19 Denmark Street, London WC2H 8NB the same as shown shaded grey on the plan annexed hereto
- 2.16 "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
- 2.17 "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

3. **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, (save for 3.8), 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 Nominated Commercial Units and the Nominated Residential Units shall be treated as being permanently designated as "car free" in accordance with Clauses 4.1.1, 4.1.2, 4.2.1 and 4.2.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE - RESIDENTIAL

- 4.1.1 To ensure that prior to occupying the Nominated Residential Unit (being part of the Development) each new occupier of the Nominated Residential Unit 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) the Nominated 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 Nominated 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 Clauses 4.1.1 and 4.1.2 of this Agreement.

4.2 CAR FREE - COMMERCIAL

- 4.2.1 To ensure that prior to occupying the Nominated Commercial Unit (being part of the Development) each new occupant of the Nominated Commercial Unit 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 Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) the Nominated Commercial Unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 Nominated Commercial Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clauses 4.2.1 and 4.2.2 of this Agreement.

4.3 CYCLE PARKING CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Cycle Parking Contribution in full.

4.3.2 Not to Implement nor to allow Implementation until such time as the Council has received the Cycle Parking 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 2019/1363/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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2019/1363/P.

5.7 Payment of the Cycle Parking Contribution pursuant to Clause 4.3 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 2019/1363/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2019/1363/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 by the Council.
- 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.

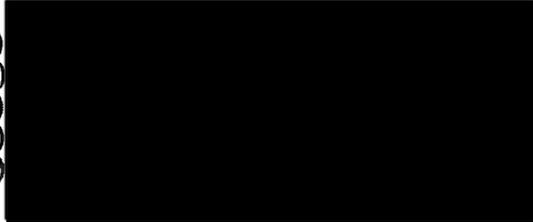
8. **RIGHTS OF THIRD PARTIES**

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

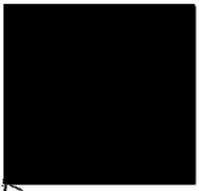
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO SHALDON MANSIONS, 17 AND 18 DENMARK STREET AND 126-136 (EVEN) CHARING CROSS ROAD, AND 19 DENMARK STREET, LONDON WC2H 8NB

EXECUTED AS A DEED BY)
CONSOLIDATED DEVELOPMENTS LIMITED)
in the presence of:-/)
acting by a Director ~~and its Secretary~~)
~~for by two Directors~~ in the presence of)



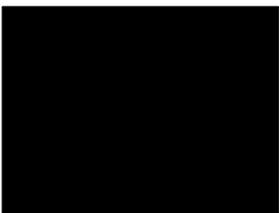
.....
Director

.....
~~Director/Secretary~~ witness signature)
Witness name: ARUNAS KASPARAVICIUS)
Address: 12 TRAFALGAR DR. MILTON KEYNES MK10 7ER)
Occupation: HOUSE MANAGER)



EXECUTED AS A DEED BY)
TRIMONT REAL ESTATE ADVISORS, U.K., LTD)

acting by a Director)
in the presence of)



Alec W Sexton
AUTHORISED SIGNATORY

.....
Witness signature)
Witness name: ANABEL SEXTON)

Address: THE OLD RECTORY, PYLLE, SHEPTON MALLETT, SOMERSET, BA4 6TE
Occupation: BUSINESS OWNER

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



.....
Authorised Signatory



NORTHGATE SE GIS Print Template



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Application ref: 2019/1363/P
Contact:
Tel: 020 7974
Date: 12 March 2020

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

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Iceni Projects
Da Vinci House
44 Saffron Hill
London
EC1N 8FH
United Kingdom

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:
**18-19 Denmark Street and Shaldon Mansions,
132 Charing Cross Road
London
WC2H 8NE**

Proposal:

Conversion of 1x 1B and 1x studio into a 1x 3B unit at Shaldon Mansions involving alterations and extension to the roof and insertion of windows. Change of use from basement 1B flat (C3) at 18 Denmark Street to retail (A1) to be used in connection with the ground floor unit above. Alterations to lightwell at ground and basement level

Drawing Nos: 1410_00(00)001; 1410_00(00)005; 1410_(00)107; 1410_(00)108;
1410_(00)113; 1410_(00)114; 1410_(00)115; 1410_(00)117; 1410_(00)135; 1410_(00)136;
1410_(00)137; 1410_(00)165; 1410_(00)166; 1410_(00)167; 1410_00(00)006 Rev.01;
1410_00(00)205; 1410_00(00)210; 1410_00(00)211; 1410_00(00)212 Rev.01;
1410_00(00)213 Rev.01; 1410_00(00)214 Rev.01; 1410_00(00)235 Rev.01; 1410_(00)237
Rev.01; 1410_(00)265 Rev.01 and 1410_(00)267 Rev.01.

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 policy D1 [and D2 if in CA] 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:

1410_00(00)001; 1410_00(00)005; 1410_(00)107; 1410_(00)108; 1410_(00)113; 1410_(00)114; 1410_(00)115; 1410_(00)117; 1410_(00)135; 1410_(00)136; 1410_(00)137; 1410_(00)165; 1410_(00)166; 1410_(00)167; 1410_00(00)006 Rev.01; 1410_00(00)205; 1410_00(00)210; 1410_00(00)211; 1410_00(00)212 Rev.01; 1410_00(00)213 Rev.01; 1410_00(00)214 Rev.01; 1410_00(00)235 Rev.01; 1410_(00)237 Rev.01; 1410_(00)265 Rev.01 and 1410_(00)267 Rev.01.

Reason:

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

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, of the corrugated metal for the the roof extension to Shaldon Mansions and sample of the fenestration material shall be submitted to and approved in writing by the local planning authority:

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

- 5 A 1.8 metre high screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected on the roof terrace of the new unit within Shaldon Mansions prior to commencement of use of the roof terrace and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements policies A1, 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 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.
- 3 Reasons for granting permission:

The proposal consists of the conversion of two existing substandard flats to form one three bedroom flat and the change of use of the basement flat (C3) in 18 Denmark Street to A1 (retail), resulting in the net loss of two residential units. Although the Council seeks to resist the loss of residential housing, Policy H3 identifies that the net loss of one home is acceptable when two dwellings are being combined into a single dwelling to create a larger family home, particularly where the existing units are substandard.

In this instance, the development would result in the net loss of two homes, and two of the existing flats do not meet nationally described space standards and the other located at basement level offers poor quality accommodation in terms of its layout, outlook and light. As such, the loss of one studio flat to provide a new larger three bedroom dwelling is considered acceptable, in accordance with Policy H3. The proposed two bedroom unit would be dual aspect, with adequate daylight and ventilation. It would meet the required space standard of 70sqm for a three bedroom six person dwelling and is considered to provide a high standard of accommodation for future residents.

The basement flat was occupied by a caretaker and was not commercially let, in addition Denmark Street is identified as a specialist retail area for the music industry (Tin Pan Alley) and this unit would be changed to storage for the A1 retail unit above which the owners have confirmed will have a music related tenant on balance it is considered that this loss of a residential unit is acceptable. The originally proposed roof extension to No.19 to create 1 unit was removed following design and amenity concerns.

At basement level and ground floor the lightwell will be infilled to increase the floor space of the retail unit. The extension will have a glazed roof. Given that the extension is deep within the lightwell and not visible in public views it would be an acceptable alteration.

The roof extension to Shaldon Mansions will accommodate the new larger combined unit and provide a roof terrace. It would be set back from the edges of the roof and partially screened by the existing roof pitch. It will be constructed of corrugated metal and a condition is attached to secure a sample of the material and the fenestration. It is considered acceptable in terms of its detailed design, siting and scale.

The proposal would substantially reconstruct the roof of Shaldon Mansions, although it would stick closely to the existing envelope, which would mean that the proposed arrangement is unlikely to conflict with the gable's decorative roofline. The poor quality rooflights would be replaced with new windows. The deep sill to the clerestory windows prevents it from appearing as an incongruous addition. It is considered that the windows have been sensitively designed to ensure they appear as subordinate features on the roofslope.

Public views of the roof extension, terrace and alterations would be limited and angled. The Council's conservation Officer raised no objection to the proposal. The alterations to the roof are therefore not considered to detract from the character and appearance of the host properties, streetscene or wider conservation area.

The insertion of new windows on the main roofslope and roof extension on Shaldon Mansions and light well extension to No.18 Denmark Street are not considered to give rise to any amenity issues in terms of overlooking, loss of privacy, light or a sense of enclosure given their siting and minor scale. It is noted that access to this flat roofed area of Shaldon Mansions already exists and the terrace proposed for the new larger unit has a small footprint, however to ensure it does not result in loss of privacy or overlooking to the flats in 18-19 Denmark Street a condition securing details of a privacy screen on this terrace has been attached.

- 4 The new residential and retail unit will be secured as car-free in a S106 legal agreement to comply with CPG Transport. To comply with the London Plan 2 cycle parking spaces are required for the C3 use and 1 for the A1 unit, however in this instance given the site space constraints a cycle contribution of £2,034 towards a bike hanger and £300 for a Sheffield stand would be secured by S106 (total £2334).

No objections were received prior to making this decision. Denmark Street CAAC raised no objection. The planning history of the site and surrounding area were taken into account when coming to this decision.

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

As such, the proposed development is in general accordance with policies H3, A1, D1, D2, T2 and CC1 of the Camden Local Plan 2017. The proposed development also accords with policies of the London Plan 2016 and of the National Planning Policy Framework 2019.

- 5 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 for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 6 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.
- 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

DATED

14 July

2020

(1) CONSOLIDATED DEVELOPMENTS LIMITED

and

(2) TRIMONT REAL ESTATE ADVISORS, U.K., LTD

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

**Shaldon Mansions, 17 and 18 Denmark Street and
126-136 (even) Charing Cross Road, and**

19 Denmark Street, London WC2H 8ND

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
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London Borough of Camden
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Final