**DATED 2025**

**(1)** **INSTRUMEL LTD**

**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**

**Woburn Buildings, 1-7 Woburn Walk, London WC1H 0JJ**

**pursuant to**

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

**Section 278 of the Highways Act 1980**

**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 3915

CLS/COM/LMM/179796

draft s106 v7 29.04.25

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**SCHEDULES**

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**THIS AGREEMENT** is made the day of 2025

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

1. **INSTRUMEL LTD** (Co. Regn. No. 03459045) whose registered office is at 69 Knowl Piece Wilbury Way, Hitchin, Hertfordshire, England, SG4 0TY (hereinafter called “the Owner”) of the first part
2. **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. The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL589163.

* 1. The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  2. A Planning Application for the development of the Property was submitted to the Council and validated on 4 November 2019 and the Council resolved to grant permission conditionally under reference number 2019/4519/P subject to the conclusion of this legal Agreement and listed building consent under reference number 2019/4875/L.
  3. 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.
  4. The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

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:-

|  |  |  |
| --- | --- | --- |
|  | "the Act" | the Town and Country Planning Act 1990 (as amended) |
|  | “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 |
|  | Affordable  Housing Deferred Contribution | the sum of £149,600 (one hundred and forty nine thousand six hundred pounds) 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 |
|  | “Affordable Housing Viability Review Fees” | the sum of £6,000 (six thousand pounds) to be paid by the Owner to the Council in payment of the costs incurred by the Council in obtaining the Agreed Viability Appraisal |
|  | “Agreed Viability Appraisal” | means the independent viability review commissioned by the Council and prepared by BPS Chartered Surveyors dated 19 August 2022 including their email dated 4 October 2022 detailing any amendments required to the financial viability appraisal and appendices entitled Financial Viability Assessment prepared by Montague Evans dated 5 April 2022 |
|  | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
|  | “Benchmark Land Value” | the sum of £2,139,500 (two million one hundred and thirty nine thousand five hundred pounds) |
|  | ”the Certificate of Practical Completion” | the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed |
|  | “Construction Management Plan” | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-   1. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development; 2. proposals to ensure the protection and preservation of the listed building during the Construction Phase; 3. proposals to ensure there are no adverse effects on the Conservation Area features 4. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; 5. amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any); 6. the inclusion of a waste management strategy for handling and disposing of construction waste; and   identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time |
|  | “Construction Management Plan Bond” | the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4 |
|  | “the Construction Management Plan Implementation Support Contribution” | the sum of £4,194 (four thousand one hundred and ninety 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 the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase |
|  | "the Construction Phase” | the whole period between   1. the Implementation Date and 2. the date of issue of the Certificate of Practical Completion |
|  | “the Council’s Considerate Contractor Manual” | the document produced by the Council from time to time entitled “Guide for Contractors Working in Camden” relating to the good practice for developers engaged in building activities in the London Borough of Camden |
|  | "the Development" | change of use of upper floors (1st - 3rd) from offices (B1a) to no.4 self-contained flats (2x 1bed, 2x 2bed - C3) and associated external alterations including three storey infill front extension, installation of balconies to rear and replacement of windows and front door (variation to works approved 2016/3342/P) as shown on drawing numbers:- 14A\_032 002 Rev A, (15/262/)13 Rev D; 14 Rev G; 15 Rev D; 16 Rev B; 17 Rev B; 18 Rev A; 20; 21; 22; 23; 24; 25, Heritage Statement dated May 2016, Planning Statement dated 29/08/2019, Design and Access Statement Version 7 dated June 2016 and Loss of Employment Supporting Statement dated October 2019. |
|  | “the Highways Contribution” | the sum of £7,365.52 (seven thousand three hundred and sixty five pounds and fifty two pence) 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 carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following (“the Highways Works”):-   1. repaving the footway adjacent to the Property; 2. any other works the Council acting reasonably requires as a direct result of the Development   all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers’ costs |
|  | "the Implementation  Date" | the date of implementation of the Planning Permission 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 |
|  | “the Level Plans” | plans demonstrating the levels at the interface of the Development between the boundary of the Property and the Public Highway and produced in order to ensure that the completed ground level of the Highway Works, once undertaken by the Council, will be the same as the ground level of access to the Development following its completion |
|  | "Occupation Date" | the date when any part of the Development is occupied and the phrases “Occupy”, “Occupied” and “Occupation” shall be construed accordingly |
|  | “the Parties” | mean the Council and the Owner |
|  | "the Planning Application" | a planning application in respect of the Development of the Property submitted to the Council and validated on 4 November 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/4519/P subject to conclusion of this Agreement |
|  | “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 |
|  | "the Planning  Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto in the Second Schedule |
|  | "the Property" | the land known as Woburn Building, 1-7 Woburn Walk, London WC1H 0JJ the same as shown edged red on the plan annexed hereto in the First Schedule |
|  | “the Public Highway” | any carriageway footway and/or verge maintainable at public expense |
|  | “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 |
|  | "Residential Units" | the four residential units of C3 use within the Development |
|  | "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 |
|  | “Residual Profit” | a figure produced from the Viability Update Assessment by inserting a fixed price equal to the Benchmark Land Value and inserting a fixed cost equal to the following target profit returns for each component for the scheme being 17.5% of GDV for the Residential Units |
|  | “the Viability Update Assessment” | an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-   1. employ the same method and be presented in the same form as the Agreed Viability Appraisal or such other form as agreed by the Council in writing; and 2. employ the same assumptions as the Agreed Viability Appraisal unless otherwise agreed by the Council in writing such assumptions to include: 3. a developer's return or profit of 17.5% applied to the sum of construction cost and disposal costs; and 4. an all-in finance rate of 7%; 5. otherwise employ the same numerical and/or percentage values (as the case may be) as the Agreed Viability Appraisal save in relation to evidence of the actual sales values or rental levels achieved on the first sale or lettings of the accommodation comprised in the Development and evidence of actual construction costs up to the time such costs are incurred and estimates of future such costs   with a view inter alia to evidence to the Residual Profit of the Development to the Council’s reasonable satisfaction such assessment shall include (but not be limited to) the following:-   * 1. a copy of the Agreed Viability Review Appraisal;   2. receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;   3. a solicitors certification confirming the sale, lease, assigning, sub-letting, granting of a license, giving control of to any person or otherwise demising of Residential Units were arm’s length third party bona fide transactions and not:-   4. designed to reduce the revenue received from the sale, lease, assigning, sub-letting, granting of a license, giving control of to any person or otherwise demising of the Residential Units;   5. confined to transactions between the Owner and subsidiary companies of the Owner;   6. transactions between the Owner and its employees; or   7. transactions including deferred consideration coverage or loans or finance deals from the Owner;   8. payment of the Affordable Housing Viability Review Fees;   9. details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development; and   10. any further information the Council acting reasonably requires |
|  | “Viability Update Deficit” | a negative figure or figure of zero for the Residual Profit produced from the Viability Update Assessment by inserting a fixed price equal to the Benchmark Land Value and inserting a fixed profit return on GDV of 17.5% applied to the sum of the construction costs and the disposal costs for the Residential Units |
|  | “Viability Update Surplus” | a positive figure for the Residual Profit produced from the Viability Update Assessment by inserting a fixed price equal to the Benchmark Land Value and inserting a fixed profit return on GDV of 17.5% applied to the sum of the construction costs and the disposal costs for the Residential Units |

**NOW THIS DEED WITNESSETH** as follows:-

* 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 s278 of the Highways Act 1980, 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.
  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. 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.
  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 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.

* 1. The Council hereby agrees to grant the Planning Permission on the date hereof.
  2. The Parties save where the context states otherwise shall include their successors in title.
  3. 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

* 1. **AFFORDABLE HOUSING DEFERRED** **CONTRIBUTION** 
     1. The Parties agree that notwithstanding the remaining clauses in 4.1 of this Agreement, the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution in full.
     2. To submit the Viability Update Assessment to the Council for approval in writing within 28 days of whichever date is the later of:-

1. the date of issue of the Certificate of Practical Completion; or
2. the date on which the Owner has exchanged on the sale, lease, assigning, sub-letting, granting of a license, giving control of to any person or otherwise demising of at least two of the Residential Units forming part of the Development ALWAYS PROVIDED THAT the Owner submits sufficient information to the Council to evidence the same.
   * 1. Upon the issue of the approval of the Viability Update Assessment the Council will provide to the Owner the following:-
3. a certificate specifying the sum (“the Assessment Certified Sum”) reasonably and properly expended by the Council in assessing the Viability Update Assessment; and
4. a certificate specifying the sum (“the Viability Certified Sum”) properly assessed by the Council as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement.
   * 1. If the Assessment Certified Sum exceeds the Affordable Housing Viability Review Fees then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
     2. In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
     3. In the event the Viability Update Assessment shows a Viability Update Surplus the Viability Certified Sum shall be 60% (sixty percent) of the Viability Update Surplus up to the limit of the Affordable Housing Deferred Contribution.
     4. The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
     5. Not to Occupy or permit Occupation of any more than three Residential Units until such time as the Council has received the Viability Certified Sum as confirmed in writing.
   1. **CAR FREE**
      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:
5. be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
6. buy a contract to park within any car park owned, controlled or licensed by the Council.
   * 1. 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).
     2. 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.
     3. 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.
   1. **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

1. pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
2. submit to the Council for approval a draft Construction Management Plan.
   * 1. Not to Implement nor allow Implementation of the Development until such time as the Council has:
3. received the Construction Management Plan Implementation Support Contribution in full; and
4. approved the Construction Management Plan as demonstrated by written notice to that effect.
   * 1. The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council’s reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
     2. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and  not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and  in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
   1. **CONSTRUCTION MANAGEMENT PLAN BOND**
      1. On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
      2. Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
      3. Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
      4. The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:
5. where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
6. where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
   * 1. In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
     2. The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.
   1. **HIGHWAY CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to:-

1. pay to the Council the Highways Contribution in full; and
2. submit to the Council the Level Plans for approval.
   * 1. Not to Implement or to allow Implementation until such time as the Council has:-

(i) received the Highways Contribution in full; and

(ii) approved the Level Plans as demonstrated by written notice to that effect.

* + 1. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
    2. On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum (“the Certified Sum”) expended by the Council in carrying out the Highway Works.
    3. If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

* 1. The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
  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 2019/4519/P the date upon which the Development will be ready for Occupation.
  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.
  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. 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 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.
  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 2019/4519/P.
  7. Payment of any contribution pursuant to Clause 4 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 2019/4519/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.
  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.
  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 Office for National Statistics 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 = B x (Y-X)

X

* 1. 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, 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 2019/4519/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.

* 1. 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.

* 1. 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

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. **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 has executed this instrument as their Deed the day and year first before written

**THE** **FIRST SCHEDULE**

**Pro Forma**

**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council’s website at:-

<https://beta.camden.gov.uk/web/guest/construction-management-plans>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

**EXECUTED AS A DEED BY )**

###### INSTRUMEL LTD )

**acting by a Director and its Secretary )**

**or by two Directors )**

**…………………………………………………**

**Director**

**…………………………………………………**

**Director/Secretary**

###### THE COMMON SEAL OF THE MAYOR )

**AND BURGESSES OF THE LONDON )**

**BOROUGH OF CAMDEN was hereunto )**

**Affixed by Order:- )**

**………………………………………………**

**Authorised Signatory**











**THE** **FIRST SCHEDULE**

**PLAN**

**THE** **SECOND SCHEDULE**

**DRAFT PLANNING PERMISSION**

**THE** **THIRD SCHEDULE**

**Pro Forma**

**Construction Management Plan**

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