

DATED

10th December

2012

(1) WALKER RESIDENTIAL LIMITED

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

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

69 Charlotte Street, London W1T 4PJ

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

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
Fax: 020 7974 2962

G:\case files\culture & env\planning\js\s106 Agreements/
CLS/COM/JS/1685.1746
S106 final 25.10.12

THIS AGREEMENT is made the 10th day of December 2012

BETWEEN:

1. **WALKER RESIDENTIAL LIMITED** (Co. Regn. No.02646033) whose registered office is at The Stables, Champion Court Farm, Newnham, Sittingbourne, Kent ME9 0JX (hereinafter called "the Owner") of the first part
2. **SVENSKA HANDELSBANKEN AB (PUBL)** of Kungstradgardsgatan 2, S-106 70 Stockholm, Sweden who address for service is 2nd Floor, 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 254916.
- 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 The Property is subject to four occupational leases, details of which are as follows:
 - (a) lease relating to the ground floor of the Property dated 4 February 2011 for a term of 12 years from 4 February 2011 between Conegate Limited and Sakleys Hospitality Limited registered under leasehold Title Number NGL916342;
 - (b) lease relating to the first floor of the Property dated 30 April 2012 for a term from 30 April 2012 to 24 June 2013 between Walker Residential Limited and Strictly Broadband Limited;

- (c) lease relating to the second floor of the Property dated 29 May 2007 for a term from 25 June 2007 to 24 June 2013 between Conegate Limited and Glynis Henderson Productions Limited; and
- (d) lease relating to the third floor of the Property dated 1 February 1999 for a term of 999 years from 24 June 1998 between Conegate Limited and Mr Terence Doyle (the "Third Floor Tenant") registered under leasehold Title Number NGL769887.

- 1.4 The occupational leases referred to in (a), (b) and (c) above do not allow the tenants ("the Occupational Tenants") to make alterations to the Property without the consent of the Owner. The Owner is prepared to accept an obligation that it will not dispose of its interest in the Property to any of the Occupational Tenants (or anyone deriving title from the Occupational Tenants) nor (to the extent necessary) permit any alterations which will allow the Occupational Tenants to Implement the Planning Permission without the Occupational Tenants concerned first entering into an agreement with the Council covenanting in identical terms of this Agreement.
- 1.5 The occupational lease referred to in (d) above allows the tenant (the "Third Floor Tenant") to make alterations to the demise of that lease without the consent of the Owner. However, the demise of the lease relates only to the internal area of the third floor of the Property and excludes any part or parts of the Property lying above the ceilings of the third floor flat or below the joists supporting the floor to all and any parts of the Property. Therefore, the terms of the lease would prevent the tenant from carrying out alterations to any part of the Property other than the third floor flat without the consent of the Owner. The Owner is prepared to accept an obligation that it will not permit any alterations which will allow the Third Floor Tenant to Implement the Planning Permission without the Third Floor Tenant first entering into an agreement with the Council covenanting in identical terms of this Agreement.
- 1.6 The Owner is also prepared to accept an obligation that it will not dispose of its interest in the Property to the Third Floor Tenant (or anyone deriving title from the Third Floor Tenant) without the Third Floor Tenant concerned first entering into an agreement with the Council covenanting in identical terms of this Agreement.

- 1.7 A Planning Application for the development of the Property was submitted to the Council and validated on 6 September 2012 and the Council resolved to grant permission conditionally under reference number 2012/4646/P subject to the conclusion of this legal Agreement.
- 1.8 The Council is the local planning authority for the purposes of the Act 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.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.10 The Mortgagee as mortgagee under a legal charge registered under Title Number 254916 and dated 1 June 2012 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 | "the Development" | change of use of the first and second floors from office (Class B1) to 2 x 2 bedroom flats (Class C3), erection of a mansard roof extension to enlarge the existing 1 bed flat at third floor level to create a 3 bedrooms maisonette, erection of a single storey glazed extension at ground floor level to replace the existing structure on Tottenham Street, replacement of the existing shopfront and refurbishment of the |

existing facade. as shown on drawing numbers (Prefix 21277A/ 01, 02, 03, 04, 05, 06, 10, 11A, 12A, 13, 14A; White Druce and Brown Marketing Report ref: IF/CJP dated 06 August 2012, Design and Access Statement by CLAGUE dated September 2012

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 "the Nominated Units"

the 2 x 2 bedroom flats located on the first and second floors shown on Plan 2 and Plan 3 forming part of the Development

2.6 "Occupation Date"

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

2.7 "the Parties"

mean the Council the Owner and the Mortgagee

2.8 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 6 September 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/4646/P subject to conclusion of this Agreement

2.9 "Plan 1"

refers to drawing marked Plan 1 annexed hereto

2.10 "Plan 2"

refers to drawing (21277A/10) marked Plan 2 annexed hereto

- 2.11 "Plan 3" refers to drawing (21277A/11) marked Plan 3 annexed hereto
- 2.12 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.13 "the Planning Permission" a planning permission granted pursuant the Planning Application for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 69 Charlotte Street, London W1T 4PJ the same as shown shaded grey on Plan 1 annexed hereto
- 2.15 "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
- 2.16 "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 a Residents Parking Bay

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement satisfies the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and is made in pursuance of Section 106 of the

Act, and is a planning obligation for the purposes of Section 106 as aforesaid, 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, 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 Units 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 Occupation of the Nominated Units forming part of the Development each new resident of the Nominated Units 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 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 Nominated Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying the Nominated Units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 OCCUPATIONAL TENANTS AND THIRD FLOOR TENANT AT THE PROPERTY

4.2.1 Not to dispose of its interest in the Property to the Occupational Tenants or the Third Floor Tenant (or anyone deriving title from the Occupational Tenants or the Third Floor Tenant) at the Property; and

4.2.2 Not to permit the Occupational Tenants or the Third Floor Tenant (or anyone deriving title from the Occupational Tenants or the Third Floor Tenant) to make any alterations to the Property which will Implement the Planning Permission without in each case the Occupational Tenants or the Third Floor Tenant concerned (or anyone deriving title from the Occupational Tenants or the Third Floor Tenant) first entering into a Section 106 Agreement with the Council covenanting in identical terms 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 2012/4646/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 2012/4646/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 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 Implementation of the Development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

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.

8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
WALKER RESIDENTIAL LIMITED)
acting by a Director and its Secretary)
~~or by two Directors~~)

.....
Director

.....
Director/Secretary

CONTINUATION OF S106 AGREEMENT RELATING TO 69 CHARLOTTE STREET,
LONDON W1T 4PJ

EXECUTED AS A DEED BY)
SVENSKA HANDELSBANKEN AB (PUBL))
by)
in the presence of:-)

[Signature]
ANTHONY HACKETT

[Signature]
.....
A.R. DEVAL

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

[Signature]
.....
Authorised Signatory



**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Roger Tym & Partners
16 Brewhouse Yard
Clerkenwell
London
EC1V 4LJ

Application Ref: **2012/4646/P**

06 December 2012

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:
69 Charlotte Street
London
W1T 4PJ

DECISION
Proposal:

Change of use of the first and second floors from office (Class B1) to 2 x 2 bedroom flats (Class C3), erection of a mansard roof extension to enlarge the existing 1 bed flat at third floor level to create a 3 bedrooms maisonette, erection of a single storey glazed extension at ground floor level to replace the existing structure on Tottenham Street, replacement of the existing shopfront and refurbishment of the existing facade.

Drawing Nos: (Prefix 21277A) 01, 02, 03, 04, 05, 06, 10, 11A, 12A, 13, 14A; White Druce and Brown Marketing Report ref: IF/CJP dated 06 August 2012, Design and Access Statement by CLAGUE dated September 2012.

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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24, DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix 21277A) 01, 02, 03, 04, 05, 06, 10, 11A, 12A, 13, 14A; White Druce and Brown Marketing Report ref: IF/CJP dated 06 August 2012, Design and Access Statement by CLAGUE dated September 2012.

Reason:

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

- 4 Prior to commencement on the relevant part of the development full details of the proposed plant shall be provided, including any acoustic isolation and sound attenuation as necessary to demonstrate compliance with Camden's noise criteria to be approved in writing the local planning authority. The plant and acoustic isolation shall be installed in accordance with the details thus approved and thereafter be maintained in effective order to the reasonable satisfaction of the local planning authority.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the neighbouring premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:
- a) Elevation and section drawings of all new doors and windows including jambs and head of all openings at a scale of 1:10;
 - b) Elevation and section drawings of glazed side extension at a scale of 1:20; and
 - c) A sample of the proposed natural slate for the mansard.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (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 Compliance and Enforcement

team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 Distribution of growth, CS4 Areas of more limited change, CS5 Managing the impact of growth and development, CS6 Providing quality homes, CS8 Promoting a successful and inclusive Camden economy, CS10 Supporting community facilities and services, CS11 Promoting Sustainable and efficient travel, CS13 Tackling climate change through promoting higher environmental standards, CS14 Promoting high Quality Places and Conserving Our Heritage, CS15 Protecting and Improving our Parks and Open Spaces & encouraging Biodiversity, CS19 Delivering and monitoring the Core Strategy and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 Making full use of Camden's capacity for housing, DP5 Homes of different sizes, DP6 Lifetimes Homes and Wheelchair Housing, DP13 Employment premises and sites, DP15 Community and Leisure Uses, DP16 The Transport implications of development, DP17 Walking, Cycling and public transport, DP18 Parking standards and limiting the availability of car parking, DP19 Managing the impact of parking, DP20 Movement of Goods and Materials, DP22 Promoting Sustainable Design and Construction, DP24 Securing High Quality Design, DP25 Conserving Camden's Heritage, DP26 Managing the impact of development on occupiers and neighbours, DP28 Noise and Vibration, DP29 - Improving access, DP31 Provision of, and improvements to, open space and outdoor sport and recreation facilities. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report.

- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

Yours faithfully

Culture and Environment Directorate

DRAFT

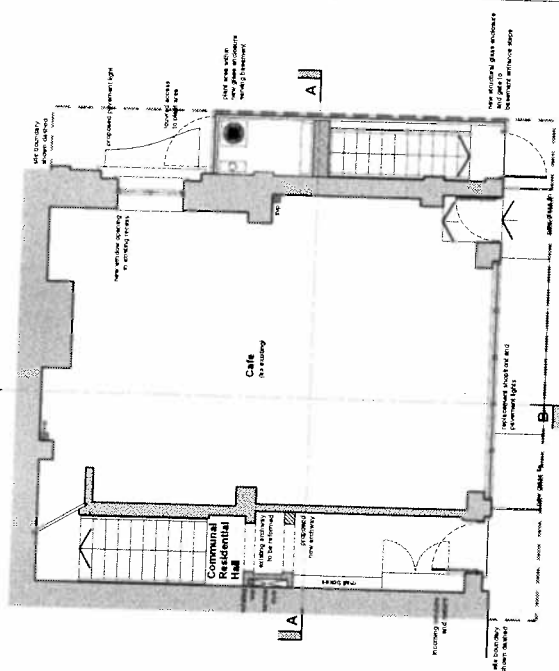
DECISION

69 Charlotte Street, London W1T 4PJ

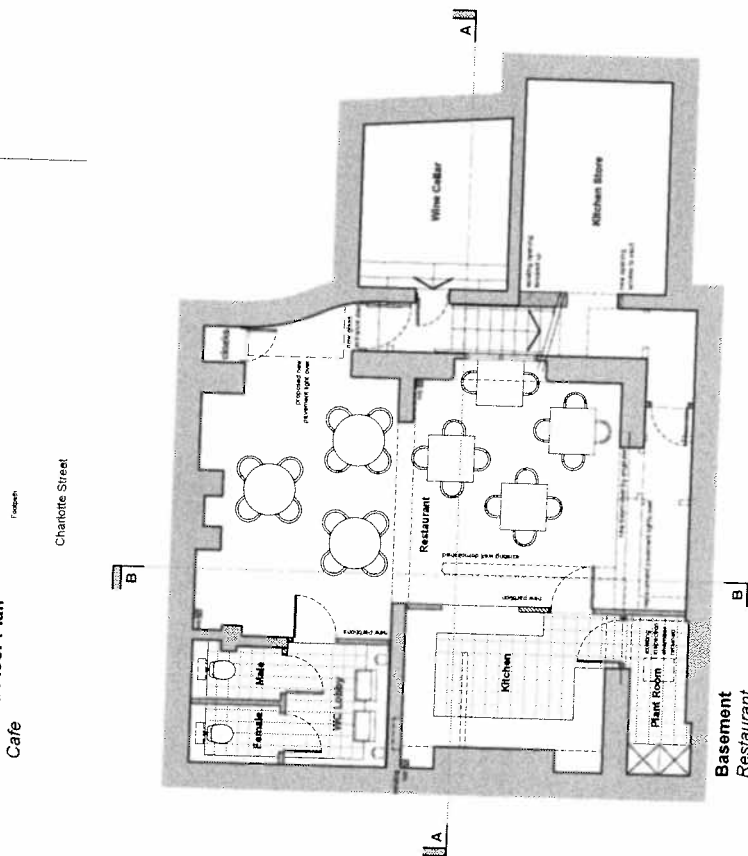


This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

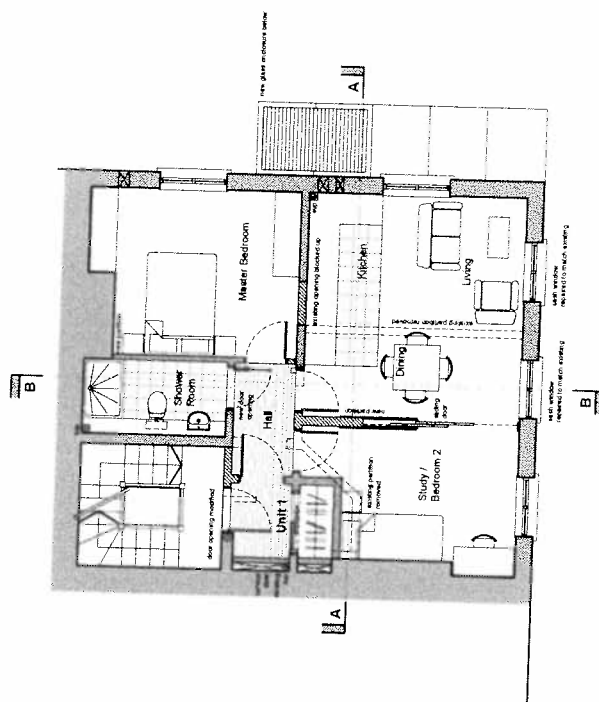
PLAN 1



Ground Floor Plan



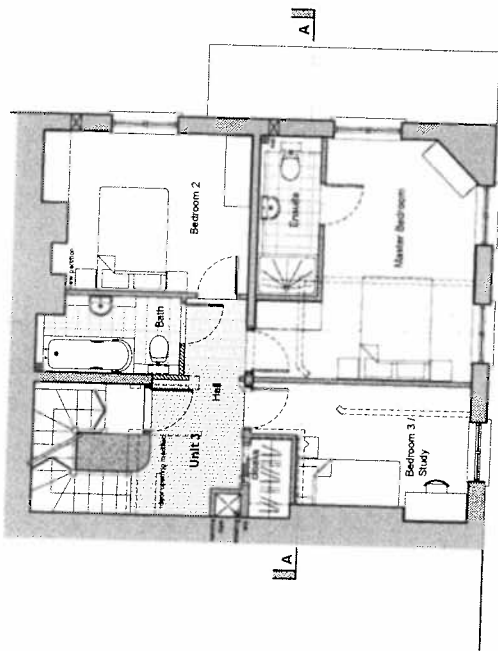
**Basement
Restaurant**



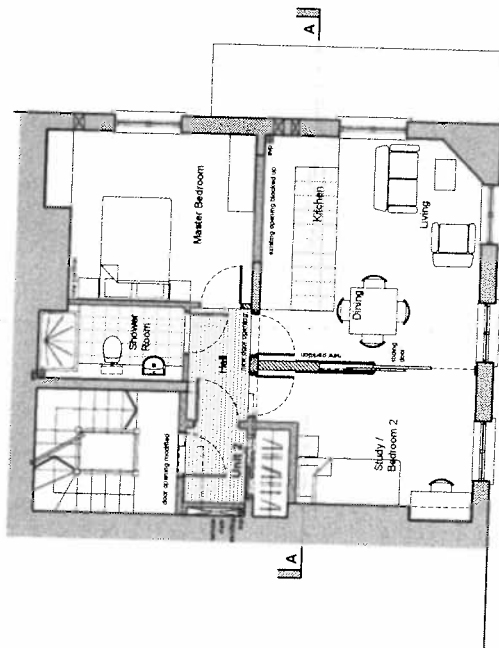
First Floor Plan
Proposed Residential Flat - Unit 1

Page 2

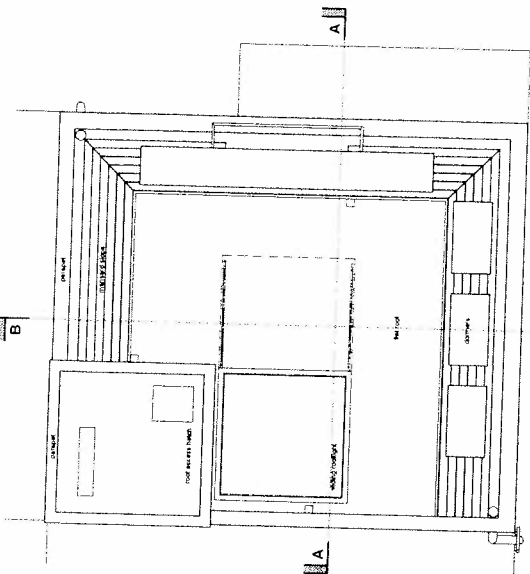
[illegible]



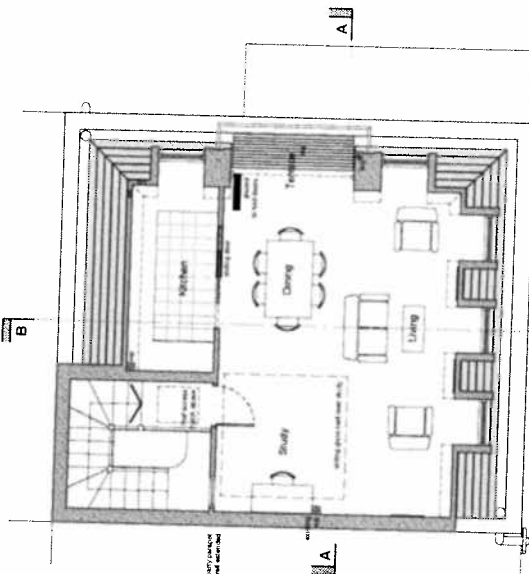
Third Floor Plan
Existing Extended Residential Flat - Unit 3



Second Floor Plan
Proposed Residential Flat - Unit 2



Roof Plan



Roofspace Plan (Proposed Mansard Roof Extension)
Existing Extended Residential Flat - Unit 3

PLAZ 3

[illegible]

DATED

10th December

2012

(1) WALKER RESIDENTIAL LIMITED

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

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
69 Charlotte Street, London W1T 4PJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
Fax: 020 7974 2962

G:\case files\culture & env\planning\js\s106 Agreements/
CLS/COM/JS/1685.1746
S106 final 25.10.12